



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, July 18 2017
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Oath of Office – Commissioners John Everitt and Ben Sheppard
 - c. Election of Officers & Committee Assignments (*Genevieve Scholl – Page 3*)
 - d. New Employee Introduction – Jana Scoggins, Administrative Specialist
 2. Public Comment (5 minutes per person per subject; 30 minute limit)
 3. Consent Agenda
 - a. Approve Minutes of June 27, 2017 Regular Session (*Genevieve Scholl – Page 5*)
 - b. Approve Reappointment of Columbia River Insurance as Insurance Agent of Record for FY 2017-18 (*Fred Kowell – Page 11*)
 - c. Approve Reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2017-18 (*Fred Kowell – Page 11*)
 - d. Approve Contract with Daniel Larry Homer for Improvements to the Big 7 Building Not to Exceed \$21,600 (*Anne Medenbach – Page 13*)
 - e. Ratify Contract Amendment with Berger Abam for Planning Services Associated with Lot 1 Not to Exceed \$12,000 (*Michael McElwee – Page 23*)
 - f. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,255 (*Fred Kowell – Page 31*)
 4. Reports, Presentations and Discussion Items
 - a. Right of Way Application for Vacation of Airport Drive (*Anne Medenbach – Page 37*)
 - b. IGA with Crystal Springs Water District for Water Service at Lower Mill Redevelopment Site (*Anne Medenbach – Page 39*)
 - c. Peterson Brothers Lease Account Transferred to Collections (*Fred Kowell*)
 5. Director’s Report (*Michael McElwee – Page 57*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Authorize Intergovernmental Agreement with Hood River County for Windmaster Urban Renewal Funding (*Michael McElwee – Page 65*)
 - b. Approve FAA Grant Agreement in the Amount of \$1,323,501 for Improvements to the Airport (*Anne Medenbach - 75*)
 - c. Approve Contract with Crestline Construction for Improvements to the Airport Not to Exceed \$1,457,836.75 (*Anne Medenbach – Page 77*)
 - d. Approve Task Order 1 of Personal Services Contract with P-Square for Tolling System Support Services Not to Exceed \$48,000 (*Fred Kowell – Page 83*)
 - e. Approve Task Order 4 of Master Contract with Century West Engineering Corporation for Engineering Services at the Airport Not to Exceed \$134,051.61. (*Anne Medenbach – Page 89*)
 - f. Authorize Issuance of 6C Transponders Effective August 1, 2017 at a Cost of \$5, and Maintain Existing Policy of One Free Transponder per Household (*Fred Kowell – Page 95*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
 10. Possible Action

11. Adjourn

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

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

Commission Memo



Prepared by: Genevieve Scholl
Date: July 18, 2017
Re: Election of Officers for FY 2017-18

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 16-17 were:

President – Brian Shortt (second term)
Vice President – Fred Duckwall
Secretary – Jon Davies
Treasurer – Rich McBride

Staff recommends the Commission make nominations and hold elections for Commission officers for FY 17-18 during the July 18 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 August 1 meeting.

Appointments for FY 2016-17 were:

Internal Committees

Airport Advisory: Two Commissioners (by Governance) - Duckwall, 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) – McBride
Marina: One Commissioner (by Governance) - Shortt

Organizational Committees

PNWA: President or designee and Executive Director or designee
Urban Renewal: Streich, Davies
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.

This page intentionally left blank.

*Port of Hood River Commission
Meeting Minutes of June 27, 2017 Regular Session
Marina Center Boardroom
5:00 p.m.*

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

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl

Absent: None

Media: None

1. CALL TO ORDER: President Brian Shortt called the Regular Session meeting to order at 5:00 p.m.
Modifications, Additions to Agenda: McElwee requested that Consent Agenda items b, c, and d be moved to Action Items h, i, and j.

2. PUBLIC COMMENT: Bart Vervolet, Executive Director of the Columbia Gorge Windsurfing Association (CGWA) spoke to address two topics. First, he expressed his thanks to Commissioners Duckwall, Davies, and McBride for their service. Second, he reported that the Beach Bash event was successful and very busy, but CGWA did not use the Lot 1 lot for overflow parking as expected. He stated that he wasn't requested a refund of the fee, but rather requesting that amount of money be directed to repair of the picnic tables at the Event Site, or purchase of new tables. Bill Pullum of Electronics Assemblers (EA) spoke about his company's request to expand their leased square footage in the Big 7 Building from 11,000 sf to 20,000. He noted that EA currently has 41 employees and expects to grow to 50+ by mid-September. They distribute their products to 13 companies and since 2013, have experienced a 143% increase in annual revenue. Mr. Pullum explained they need more space for automated equipment. He thanked the Port for its flexibility as a landlord as the company has grown.

3. INTRODUCTION OF AUSTIN KEILLOR, SUMMER INTERN: Michael McElwee introduced summer intern Austin Keillor who is an Industrial Engineering student at OSU that will be working in three areas for the Port this summer: waterfront parking data collection and analysis; rehabilitation of lift span machinery; and real estate tasks.

3. CONSENT AGENDA: (Items A, E, and F only)
a. Approve minutes of June 6, 2017 Regular Session; approve contract with Jack Lerner for IT services not to exceed \$44,500; approve accounts payable to Jaques Sharp in the amount of \$3,240.
Motion: Move to approve Consent Agenda.
Move: Davies; citing potential conflict of interest as Jaques Sharp is a client of his business.
Second: McBride.
Discussion: None
Vote: **Aye:** Unanimous.
MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:
a. Airport Public Meeting Report: Anne Medenbach provided a report of the first public meeting, held on June 22, called to address noise complaints resulting from increased operations at the airport. Medenbach reported that over 80 people attended the meeting, which was publicized via direct mail to every household within a 5 miles radius of the airport. The meeting began with a brief overview of airport operations and anticipated development in the next 5 years, provided by Port and TacAero staff. Public comment centered primarily on noise increases, safety concerns related to low-flying airplanes and Orchard Road pedestrian access. Medenbach said that the next meeting will focus on responding to these issues and educational presentations on FAA regulations affecting air traffic patterns, implementation of a "Fly Friendly" program for pilots, and will potentially feature a panel comprised of representatives from ODA, the pilots association, and others. General discussion followed.
b. Crystal Springs Water District (CSWD) Service Update: Anne Medenbach and President Shortt reported on their attendance at the CSWD board meeting June 15, which included significant public comment on the new rate increases. Medenbach reported that Port staff submitted four service applications for four 2" lines;

she and President Shortt discussed the Lower Mill development and timeline constraints. Medenbach reported that a result of the meeting was that if the service applications are approved in the future, they will be at the current rate. In addition, CSWD wants to wait on the response of the Wy'East Fire District Chief to the Port's application for an Industrial Land Use permit to the County before they schedule a work session focused on an IGA with the Port.

c. E-bike Policy and Concession Agreement Amendments: McElwee provided an update to staff's investigation of the feasibility of E-bike rentals by waterfront concessionaires as well as a staff recommendation for amendments to the Concession Agreement, should the Commission wish to implement such changes. He highlighted concerns about congestion, equity among concessionaires and other interested local businesses, impacts on the Waterfront Trail, liability and risk mitigation, and compatibility. He noted that an E-bike rental vendor is now operating at the Hood River Inn, with marketing material encouraging use of the Waterfront Trail. General board discussion of staff recommendation followed. No action was taken.

5. DIRECTOR'S REPORT: McElwee provided a detailed report highlighting the following: In the past week a toll collector's car was stolen from the toll plaza parking area, two trees were lost during the City's lift station project (4 trees will be planted), and significant staffing changes are underway. In the Marina, the GFCI trip threshold is holding. Kiteboarding launch/land ends at the Event Site today. Crestline is completing work on the Waterfront Trail east of the bridge. The bill restoring Recreational Immunity passed. Anne Medenbach reported on her work to identify off-airport wetland mitigation sites and noted the support of Congressman Walden's staff in FAA review of this requirement. She also reported on FAA, COAR grant funding timelines for the South Taxiway project and the related 30-day extension granted by Crestline. She reported that a glider tow plane crashed at the airport due to pilot error with no injuries reported. The FAA is investigating the incident. McElwee noted the Gorge Magazine article focused on the history of the bridge and provided an update on the progress of HB 2750 in the Oregon legislature. McElwee then led a point-by-point review of HB 2750, detailing the purpose and implications of several pieces of the pending legislation.

6. COMMISSIONER, COMMITTEE REPORTS: President Shortt reported on the PNWA summer conference, also attended by Anne Medenbach and Genevieve Scholl.

7. ACTION ITEMS:

h. Approve Addendum No. 1 to Lease with Electronics Assemblers: Medenbach requested consideration of this item out of order to accommodate Mr. Bill Pullum, in attendance.

Motion: Approve Addendum No. 1 to Lease with Electronics Assemblers.

Move: Duckwall

Second: Davies

Discussion: Legal counsel Jerry Jaques noted that the lease hadn't yet been reviewed. Streich asked why the single, 5-year renewal option was changed to two 2-year options. Medenbach replied that the change is meant to accommodate the company's fast pace of growth.

Restated Motion: Approve Addendum No. 1 to Lease with Electronics Assemblers, subject to legal counsel review.

Move: Duckwall

Second: Davies

Vote: **Aye:** Unanimous.

MOTION CARRIED

a. Approve Budget Transfer Resolution No. 2016-17-6 for the Fiscal Year 2016-17 Budget: Kowell explained that the 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 Budget Transfer Resolution No. 2016-17-6 for the fiscal year 2016-17 budget.

Move: McBride

Second: Duckwall
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

b. Approve Contract with Summit Strategies for Federal Advocacy Services Not to Exceed \$78,000:

Scholl provided background historical information on the contract as well as the accompanying IGA with the County for federal advocacy. She noted the continuing effort to secure federal grant funding through FASTlane and now INFRA for bridge replacement.

Motion: Approve contract with Summit Strategies, LLC for federal advocacy services not to exceed \$78,000 plus reasonable reimbursable expenses, subject to legal counsel review.
Move: Duckwall
Second: McBride
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

c. Approve Intergovernmental Agreement with Hood River County for Advocacy Services Performed by Summit Strategies: Scholl explained that the IGA provides for a \$1,500 per month contribution from the County for Summit’s advocacy, usually focused on forestry and water issues.

Motion: Approve Intergovernmental Agreement with Hood River County for advocacy services performed by Summit Strategies, LLC.
Move: Davies
Second: McBride, citing potential conflict of interest as he is currently serving as a County Commissioner.
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

d. Approve Contract with Thorn Run Partners for State Advocacy Services Not to Exceed \$42,504:

Scholl noted the exemplary work of Thorn Run this session on HB 2749 and HB 2750, both related to bridge replacement, both expected to pass. Ongoing work will focus on implementation of the new policies, expedited delivery of funding, and preparations for the 2018 session.

Motion: Approve contract with Thorn Run Partners for state advocacy services not to exceed \$42,504 plus reasonable reimbursable expenses, subject to legal review.
Move: McBride
Second: Duckwall
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

e. Approve Amendment No. 1 to Master Contract and Amendment No. 2 to Task Order 1 with HDR Engineering for Bridge Engineering Services Not to Exceed \$35,000: McElwee explained that Amendment No. 1 to the Master Contract provides for on-call services for unexpected bridge evaluation needs and the annual update to the 30-year model and four year work plan. He noted that Task Order No. 1 provides HDR technical expertise to assist staff in assessing, analyzing, and designing potential repairs and projects associated with the bridge on an as-needed basis. Amendment No. 2 allows for continued availability of HDR for various known and unexpected tasks in FY 17/18.

Motion: Authorize Amendment No. 1 to the Master Contract with HDR Engineering, Inc. for bridge engineering services.
Move: McBride

Second: Duckwall
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

Motion: Approve Amendment No. 2 to Task Order 1 with HDR Engineering, Inc for bridge engineering services not to exceed \$35,000 plus reasonable reimbursable expenses.
Move: Davies
Second: McBride
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

f. Ratify Contract with Griffin Construction, LLC for ADA Upgrades to the DMV Building Not to Exceed \$31,426: Medenbach explained that the cost of this work will be reimbursed by the State of Oregon, and that work needed to commence before the end of the fiscal year.

Motion: Ratify contract with Griffin Construction, LLC for remodel work located at 600 E. Port Marina Way, not to exceed \$31,426.00.
Move: Duckwall
Second: Davies
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

g. Approve Resolution 2016-17-7 Regarding Disadvantaged Business Enterprise Policy: Medenbach explained that the policy is a requirement to receive federal funding via the FAA.

Motion: Approve Resolution 2016-17-7 adopting the Disadvantaged Business Enterprise goals for 2015-2017.
Move: Davies
Second: Duckwall
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

h. Approve Addendum No. 5 to Lease with Cloud Cap Technology at the Wasco Building: Medenbach explained that Cloud Cap is expanding and would like to occupy the space recently vacated by MCOGG.

Motion: Approve Addendum No. 5 to lease with Cloud Cap Technology Inc. at 205 Wasco Loop, subject to legal review.
Move: McBride
Second: Davies
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

i. Approve Addendum No. 3 to Lease with Cloud Cap Technology at the Helicopter Hangar: Medenbach explained that Cloud Cap requested the lease coincide with the Wasco Building lease, and that a rent rate increase is due to occur.

Motion: Approve Addendum No. 3 to lease with Cloud Cap Technology Inc. at Ken Jernstedt Airfield, subject to legal review.
Move: Duckwall

Second: Davies
Discussion: None.
Vote: **Aye:** Unanimous.
MOTION CARRIED

8. COMMISSION CALL: Duckwall commended McElwee’s service during his tenure, noting that public input and transparency increased under his direction. He stated that the Port is now a model for how a public entity should operate, with cooperation, understanding and appreciation. McBride thanked McElwee and senior staff for all their work and thanked his fellow commissioners for how much he has learned during his tenure. Davies expressed his appreciation for his experience and noted that he learned a lot and loved the experience. Streich stated that it had been a pleasure to serve with the retiring commissioners. Shortt stated that the success of any organization is directly related to the stability and communication of the board, and he commended the retiring commissioners for their service to the community. Jerry Jaques commented that he thought this was the best board he’d ever worked with.

9. EXECUTIVE SESSION: Regular Session was recessed at 7:26 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

10. POSSIBLE ACTION: None.

11. ADJOURN: The meeting was adjourned at 8:12 p.m.

Respectfully submitted,

Genevieve Scholl

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

This page intentionally left blank.

Commission Memo



Prepared by: Fred Kowell
 Date: July 18, 2017
 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 2017-18 is recommended. Staff seeks Commission approval to begin negotiations for another two-year contract with options for three subsequent year audits.

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 2017-18. Scott Reynier, President of Columbia River Insurance, will be in attendance at the July 18 meeting to provide an update on insurance coverages.

RECOMMENDATIONS:

1. Approve reappointment of Columbia River Insurance as Insurance Agent-of-Record for FY 2017-18.
2. Approve reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2017-18.

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: July 18, 2017
Re: Contract with Dan Homer

Electronics Assemblers (EA) has been a tenant in the Big 7 building for more than thirty years. In 2015, they signed a new lease with the Port that included repair to portions of the third floor and construction of a new hallway on the 2nd floor. A lease addendum was approved with EA June 27 which expanded their lease space by nearly 50%. It is now necessary to complete the construction of the new hallway and the repairs on the 3rd floor.

Dan Homer, the contractor, has worked in the building for EA recently and has worked for the Port in the past. He is available to do the work now and is familiar with the project. The Port budgeted \$25,000 to complete the project.

RECOMMENDATION: Approve contract with Daniel Larry Homer for Tenant Improvement work at the Big 7 building, not to exceed \$21,600.00.

This page intentionally left blank.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
between
PORT OF HOOD RIVER, OREGON
and
Daniel Larry Homer

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

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

Project Title: Electronics Assemblers TI at Big 7
Purpose: 3rd floor- to fix bathroom floors, crumbling concrete and remove/replace outdated metal fire doors.
2nd floor- to construct a hallway and install lighting to allow access from suite 202 to suite 203.

CONTRACTOR DATA

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

Full Business Name: Daniel Larry Homer
Contact Person: Dan Homer
Address: 4460 Stoltz Dr.
City, State, ZIP: Parkdale, OR 97041
Business Telephone: (541) 340-0191
Fax:
Email: dmhomerconstruction@gmail.com
Oregon CCB License Number: 129941

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

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: July 20, 2017
 - b. Anticipated Final Completion Date: September 1, 2017
 - c. “Work Time In Calendar Days”: 44 days
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Quotation
 - Exhibit G – Contractor’s Response to Quotation
 - Exhibit H – W-9 Taxpayer Identification Number and Certification

Exhibit I – ORS Chapter 279C Standard Terms for Public Works
 Exhibit J – ORS Chapter 279B Standard Terms
 Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

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

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

- b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
- c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
- 12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
- 13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
- 14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
 - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
- 15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
- 16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
- 17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
- 18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
- 19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived

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

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

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

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE

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

Micheal McElwee, Executive Director

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 616 Industrial Street in Hood River Oregon

3rd floor-

- Women’s Restroom-Demolish and dispose of existing vinyl and subfloor (particle board only). Bathroom fixtures will be removed and saved. No new fixtures are included. Stalls will not be removed or dismantled
- Concrete wall repair-NW wall- Areas of concrete walls will be scraped, prepped and sacked with new treatment of Portland cement mix to allow for painting by others.
- Firedoor- Existing door will be removed and disposed of. Framing and drywall are included.
- Door install- half light double man door will be furnished and installed including hardware.

2nd floor-

- Firedoor- Existing door will be removed and disposed of. Framing and drywall are included.
- Door install- half light double man door will be furnished and installed including hardware.
- New walls for corridor will be framed, drywalled and painted per the attached specifications.
- Lighting, electrical work will be completed to specifications per attached.
- Project management is included.

CONTRACT WAGE RATES:

- This project is not subject to prevailing wages
- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$21,600

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

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

If submitted electronically, to:

porthr@gorge.net

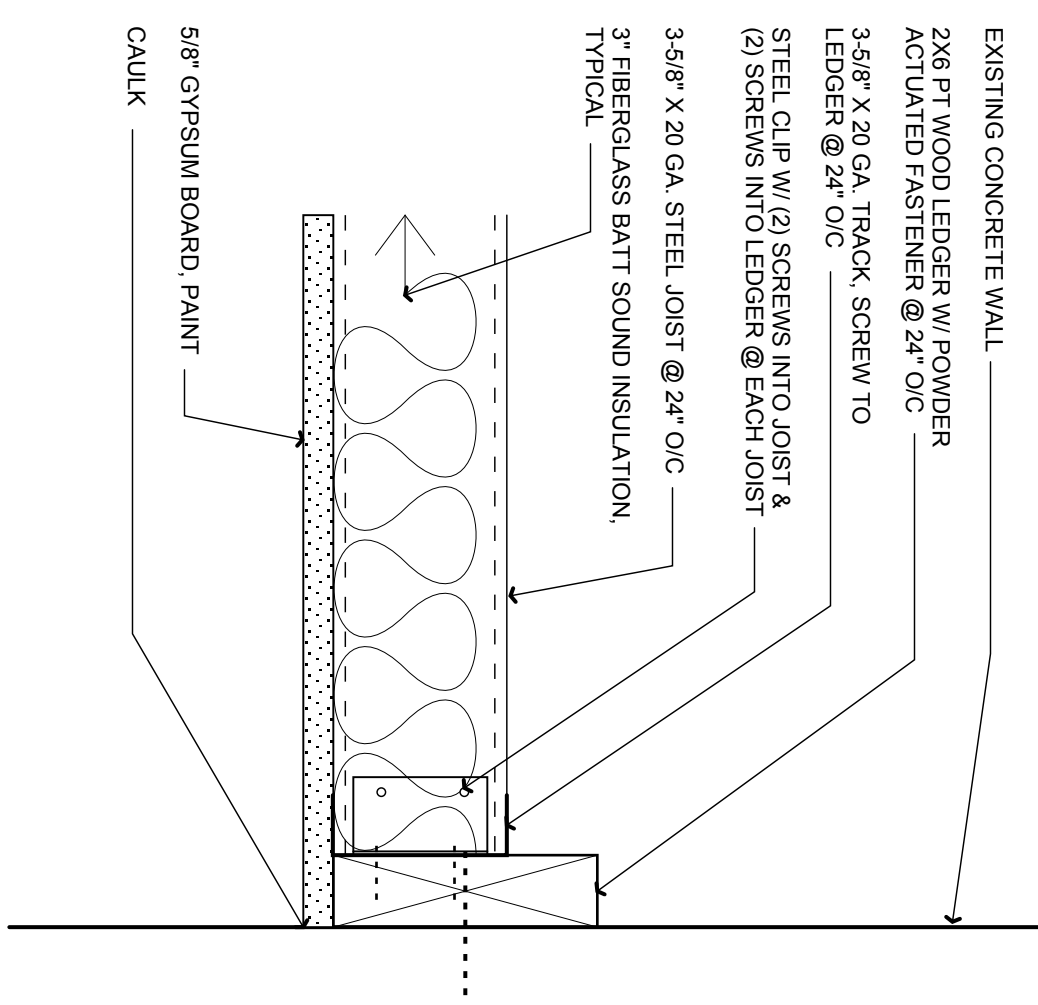
If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

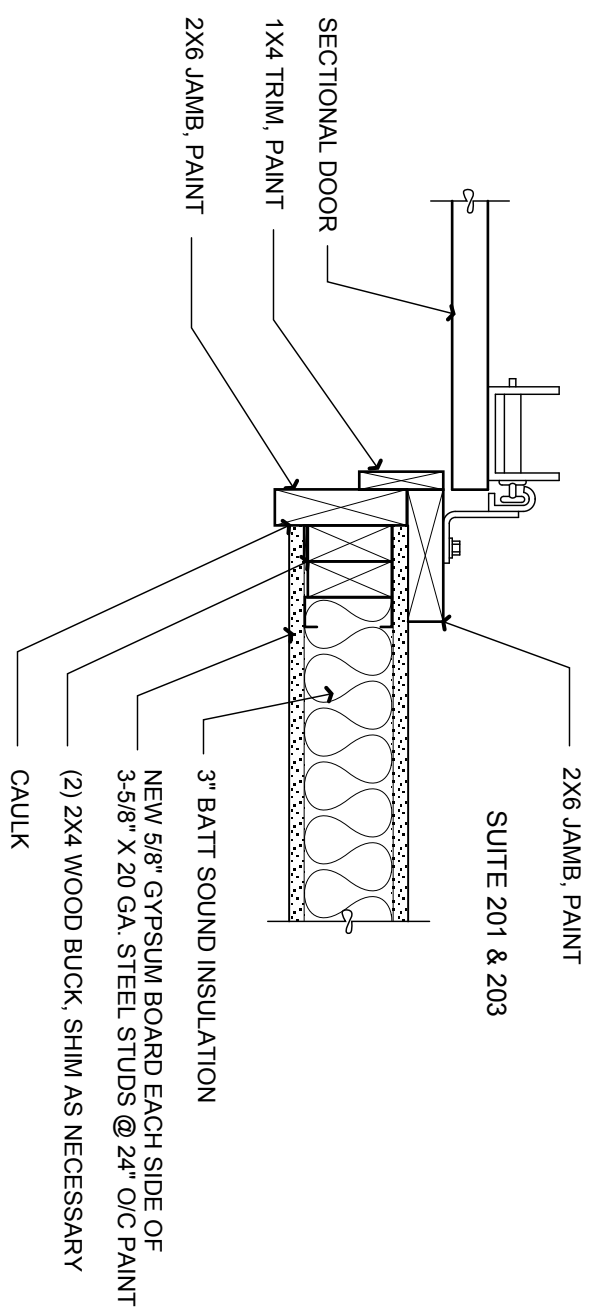
Dan Larry Homer
4460 Stoltz Dr.
Parkdale, OR 97041



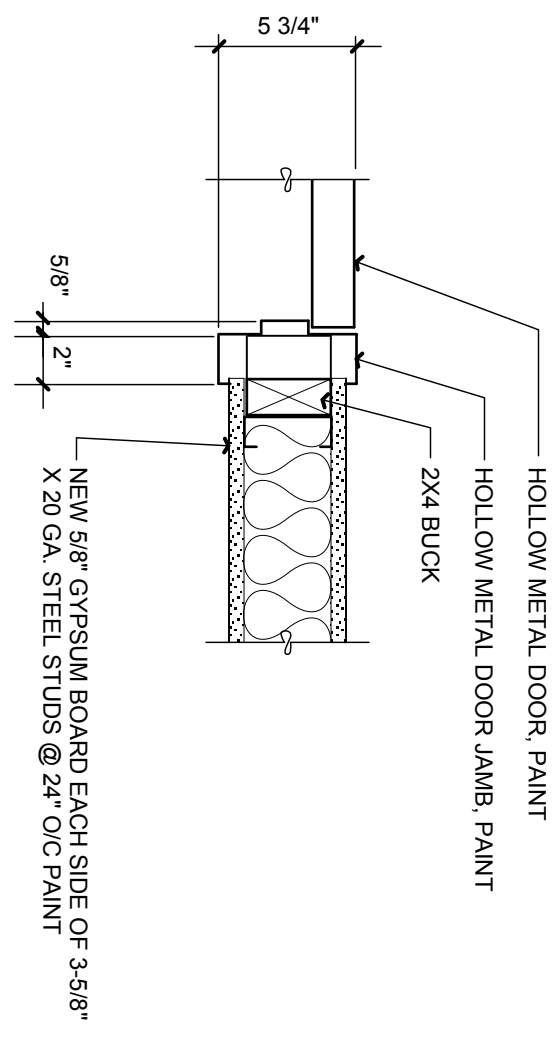
7 ACCESSIBLE EXIT SIGN
SCALE: 6" = 1'-0"



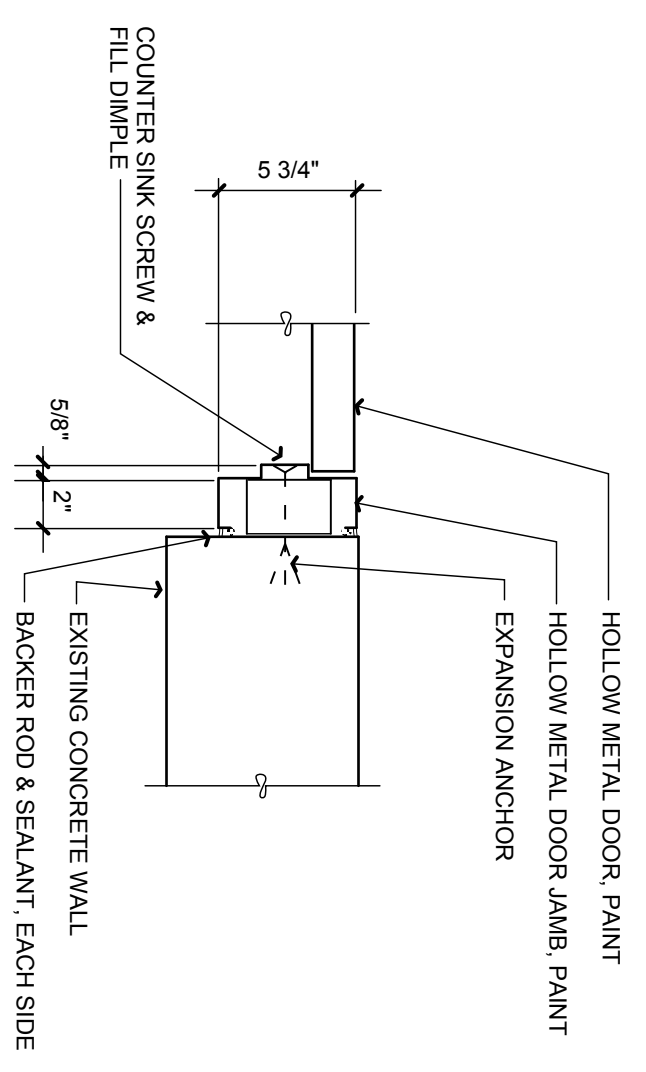
3 LEDGER
SCALE: 3" = 1'-0"



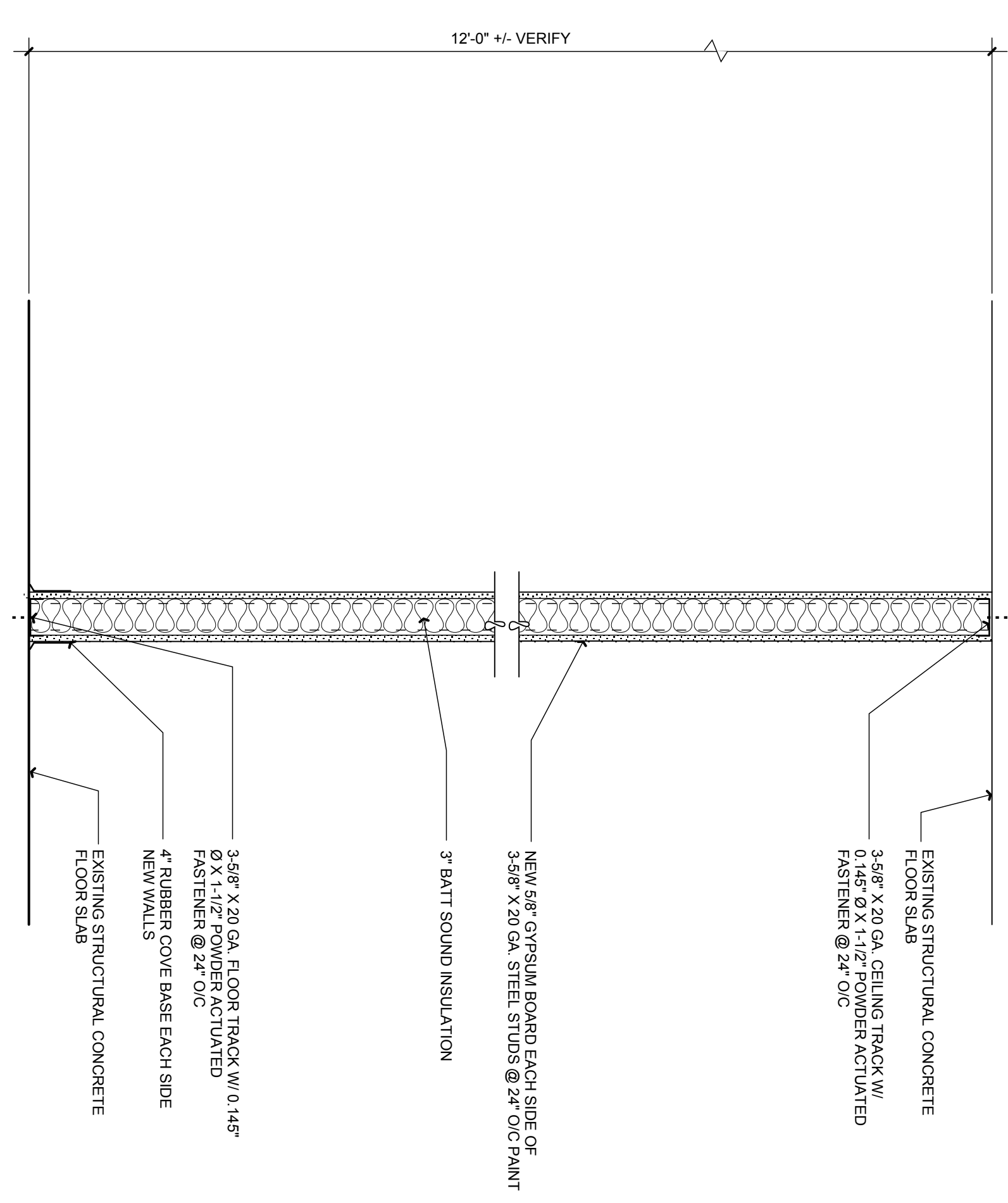
4 OH DOOR JAMB
SCALE: 1-1/2" = 1'-0"



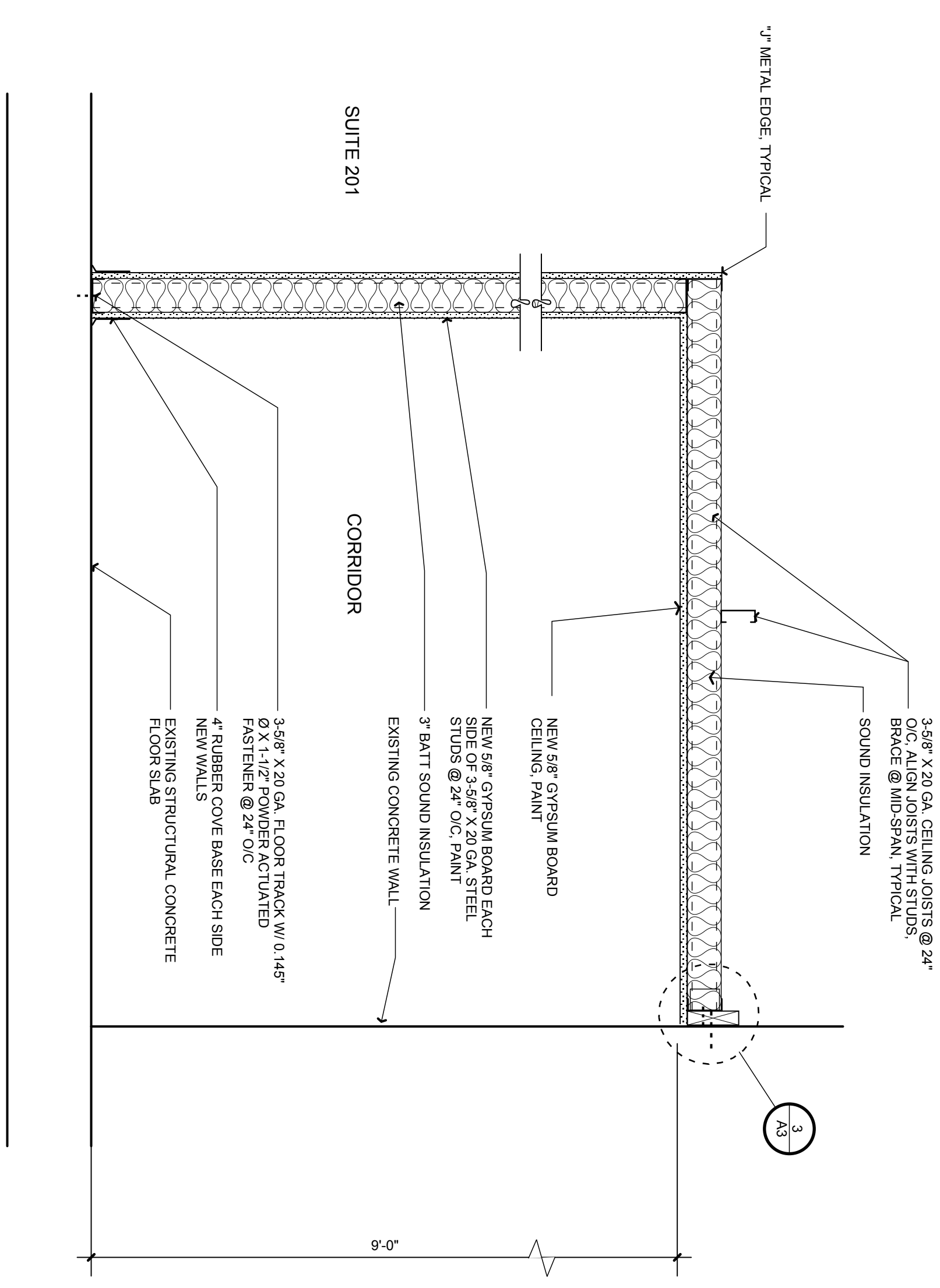
5 DOOR JAMB
SCALE: 1-1/2" = 1'-0"



6 DOOR #103 JAMB
SCALE: 1-1/2" = 1'-0"



1 CORRIDOR WALL
SCALE: 1" = 1'-0"



2 CORRIDOR WALL & CEILING
SCALE: 1" = 1'-0"

Kevin Cooley, Architect
400 E. Evergreen Blvd
Vancouver, WA 98660
360-773-5130
kcooley@gmail.com



BIG 7 BUILDING
FIRST FLOOR REMODEL
616 INDUSTRIAL AVENUE
HOOD RIVER, OR 97031

Owner:
Port of Hood River
1000 East Port Marina Drive
Hood River, Oregon 97031
(541) 386-1645



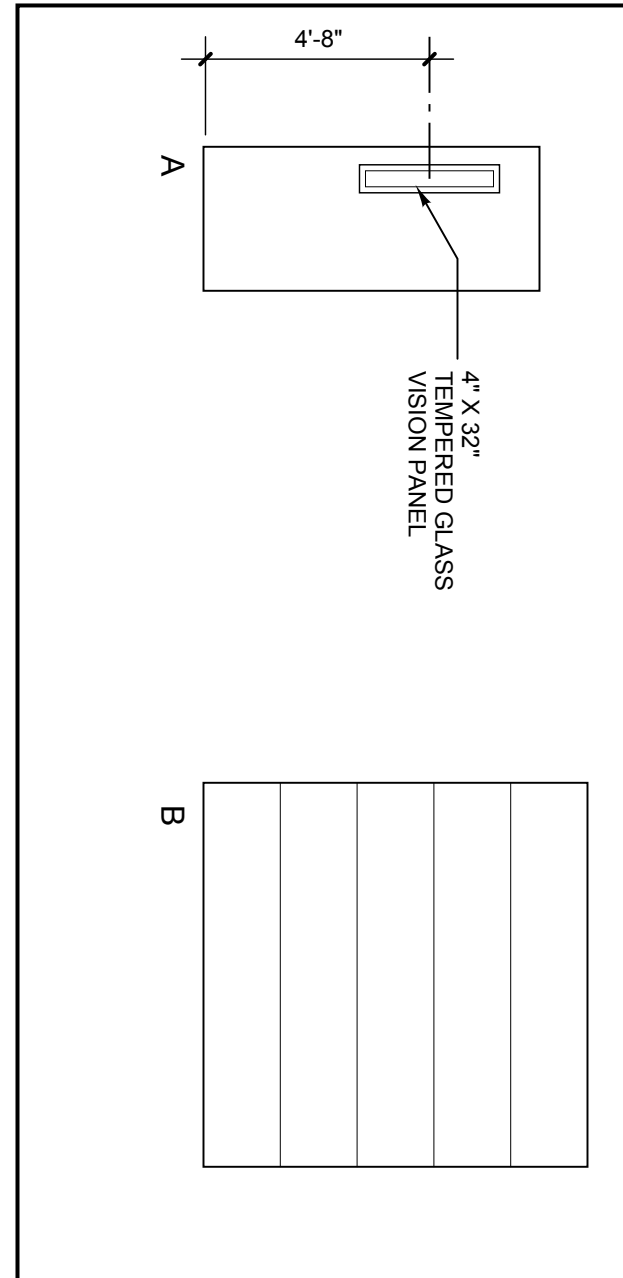
WALL SECTIONS,
DETAILS

Sheet Number:
A2
1525

BUILDING CODE INFORMATION

1. Project Name and Address: First Floor Remodel
Big 7 Building
616 Industrial Avenue
Hood River, Oregon 97031
2. Applicable Building Codes: State of Oregon Structural
Specialty Code 2014
3. Change of Occupancy? No
4. First Floor Area 14,979 SF
5. Occupancy Group F-1, B
6. Other Occupancies in Building F-1, B, S-1
7. Allowable Area/Occupancy/Floor
B 19,000 SF
F-1 12,000 SF
8. W/Sprinkler System Increase
B 57,000 SF
F-1 36,000 SF
9. Occupancy Separation None Table 508.4
10. Construction Type III-B, fire
sprinklers
11. Corridor fire-resistance rating None, Table 1018.1
12. Lighting: 1006.2
Any time the space is occupied, the means of egress shall be illuminated at an intensity of not less than 1 foot-candle at the floor level.
13. Emergency Lighting: 1006.3
Required in new corridor
14. Exit Signage: 1011.1
Required at new exit doors & in new corridor.
15. Accessibility: Altered spaces shall comply with Section 3411.
Deferred Submittals:
Fire Sprinkler drawings and calculations

DOOR TYPES



DOOR SCHEDULE

No.	Type	Label	Size	Mat.	Fin.	Mat.	Fin.	Head	Jamb	Howe
101	A	NONE	3'-0"x7'-0"	HM	PNT	HM	PNT		5/A2	1
102	B	NONE	8'-0"x8'-0"	ST	FAC	NONE	PNT		4/A2	2
103	A	NONE	3'-0"x7'-0"	HM	PNT	HM	PNT		6/A2	1
104	A	NONE	3'-0"x7'-0"	HM	PNT	HM	PNT		5/A2	1
105	B	NONE	8'-0"x8'-0"	ST	FAC	NONE	PNT		4/A2	2

LEGEND

MATERIALS	FINISHES
HM Hollow metal	PNT Paint-Alkyd semi-gloss enamel
ST Pre-finished steel	FAC Factory Finish

FIRE RATINGS (minutes) DOOR THICKNESS
NONE none required 1-3/4"= All swinging doors

REMARKS
BALANCE OF DOORS EXISTING TO REMAIN

HARDWARE SCHEDULE

GROUP	COUNT	ITEM	CATALOG #	FINISH	MANUFACTURER
1	3	BUTTS	5BB14,5X4	613	IVES
	1	LOCKSET	AL50PD	626	SCHLAGE
	1	STOP	407	626	IVES
2		BY DOOR MANUFACTURER			

ALL LOCKS TO BE KEYED TO PORT'S MASTER SYSTEM

SHEET INDEX

- A0 INFORMATION, NOTES, VICINITY MAP
- A1 FIRST FLOOR PLAN
- A2 WALL SECTIONS, DETAILS

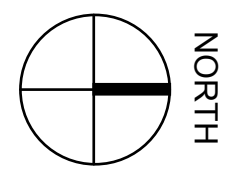
GENERAL NOTES:

1. CONSTRUCT A NEW UNRAIATED CORRIDOR TO CONNECT TENANT SUITES 201, 202, 203 & 204 TO THE EXISTING LOADING DOCK ON THE WEST END OF THE BUILDING. THE WORK INCLUDES NEW NON-LOAD BEARING PARTITIONS, SOME NEW GYPSUM BOARD CEILING, NEW DOORS & NEW CORRIDOR LIGHTING. TENANT IMPROVEMENT WORK IN THE INDIVIDUAL SUITES WILL BE DONE UNDER SEPARATE BUILDING PERMITS.
2. DIMENSIONS ARE AS FOLLOWS: OPENINGS, FIXTURES AND COLUMNS TO CENTERLINE; WALLS AND INTERIOR PARTITIONS TO FACE OF STUD.
3. REFUSE REMOVED FROM SITE WILL BE DISPOSED OF IN AN APPROVED FASHION. GENERAL CONTRACTOR IS RESPONSIBLE FOR ANY DUMPING FEES.
4. FIRE SPRINKLERS: THE EXISTING SYSTEM WILL BE MODIFIED TO ACCOMMODATE THE NEW LAYOUT.
5. PLUMBING FIXTURES: NO NEW PLUMBING FIXTURES WILL BE ADDED AS PART OF THIS WORK. THE WORK DOES INCLUDE REPLACING TWO EXISTING LAVATORIES & FAUCETS WITH NEW ACCESSIBLE LAVATORIES & FAUCETS.
6. MECHANICAL: INSTALL NEW DUCTWORK AS NECESSARY TO MAINTAIN CODE REQUIRED VENTILATION IN ALL OCCUPIED SPACES. DESIGN OF THE DUCTWORK MODIFICATION & AIR FLOW CALCULATION IS BY THE SUBCONTRACTOR.
7. THE MECHANICAL & ELECTRICAL SUBCONTRACTORS ARE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY TO THEIR WORK AND COMPLETING THE REQUIRED OREGON ENERGY CODE WORK SHEETS.
8. THE BALANCE OF THE BUILDING WILL BE OCCUPIED DURING THE COURSE OF CONSTRUCTION. MAKE EVERY REASONABLE EFFORT TO AVOID DISRUPTION OF THE OPERATIONS OF OTHER TENANTS. **DO NOT INTERRUPT ELECTRICAL SERVICE TO OTHER TENANTS WITHOUT RECEIVING PRIOR PERMISSION.**



VICINITY MAP

NO SCALE



Kevin Cooley, Architect
400 E. Evergreen Blvd
Suite 209
Vancouver, WA 98660
360-773-5130
kear@kca.com



BIG 7 BUILDING
FIRST FLOOR REMODEL
616 INDUSTRIAL AVENUE
HOOD RIVER, OR 97031

Owner:
Port of Hood River
1000 East Port Marina Drive
Hood River, Oregon 97031
(541) 386-1645

Dates/Revisions:
10/23/15



INFORMATION

Sheet Number:

A0

1525



1 FIRST FLOOR PLAN/DEMOLITION PLAN
1/8"=1'-0"

- NOTES**
1. PAINT NEW GYPSUM BOARD IN WORK AREA.
 2. TENANT IMPROVEMENT WORK FOR THE LEASABLE SPACES WILL BE UNDER A SEPARATE BUILDING PERMIT.
 3. PROVIDE HEAT & VENTILATION TO THE NEW CORRIDORS AS REQUIRED BY THE BUILDING CODE FREZING.
 4. NEW CORRIDOR FLOOR COVER NONE EXPOSED EXISTING CONCRETE FLOOR SLAB. BROOM CLEAN

- KEY NOTES**
1. REMOVE WALL SECTION SHOWN DASHED. FULL HEIGHT.
 2. REMOVE SLIDING DOOR AND DOOR TRACK.
 3. REMOVE 2' X 2' TRANSFER GRILLE. INFILL WALL OPENING.
 4. EXISTING CORRIDOR LIGHTING TO REMAIN, RELAMP AS NECESSARY.
 5. EXISTING OVERHEAD SECTIONAL DOOR.

LEGEND

	EXISTING WALL
	WALL TO BE REMOVED
	NEW WALL
	EXISTING DOOR
	NEW DOOR
	CORE LED SURFACE MOUNTED
	SAME AS 'A' WITH EMERGENCY BALLAST
	NEW ILLUMINATED EXIT SIGN, MATCH EXISTING
	NEW ILLUMINATED EXIT SIGN, MATCH EXISTING

Kevin Cooley, Architect
400 E. Evergreen Blvd
Suite 209
Vancouver, WA 98660
360-773-5130
kevin@kcooley.com



BIG 7 BUILDING
FIRST FLOOR REMODEL
616 INDUSTRIAL AVENUE
HOOD RIVER, OR 97031

Owner:
Port of Hood River
1000 East Port Marina Drive
Hood River, Oregon 97031
(541) 386-1645

REGISTERED ARCHITECT
KEVIN J. COOLEY
3479
LEVIN COOLEY ARCHITECTS
VANCOUVER, WA
STATE OF OREGON

FIRST FLOOR PLAN

Sheet Number:
A1
1525

Commission Memo

Prepared by: Michael McElwee
Date: July 18, 2017
Re: Berger Abam Contract Amendment



The Port entered into a contract with Berger Abam on May 16, 2017 to prepare a subdivision application for Lot #1 on the Hood River Waterfront. The original contract totaled \$21,999.

The project has taken substantially longer than expected due to additional pre-application meetings with the City of Hood River, a code-required neighborhood meeting, additional time necessary to respond to an alternative urban design approach suggested by a private developer and modifications that came from Commission input.

The attached contract amendment was necessary to acknowledge the additional efforts carried out or expected to be needed.

RECOMMENDATION: Ratify Contract Amendment with Berger Abam for planning services associated with Lot #1 not to exceed \$12,000 plus reasonable reimbursable expenses.

This page intentionally left blank.

**AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this 3rd day of July, 2017 by and between Berger ABAM ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated April 12, 2016 for subdivision planning services associated with Lot #1 on the Hood River Waterfront ("Project"); and

WHEREAS, the Port desires that additional services by Contractor as described in the Scope of Work attached as **Exhibit 'A'**

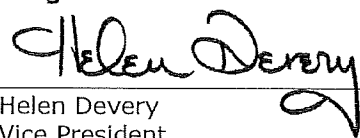
WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them in the Contract, as amended hereby, unless otherwise defined herein.

NOW THEREFORE, Port and Contractor agree to carry out the additional services for an amount not to exceed **\$12,000** for a total contract amount not to exceed **\$33,999** plus reasonable reimbursable expenses.

AND, Port and Contractor agree that this contract amendment shall be in effect from the date first stated above through **November 30, 2017**.

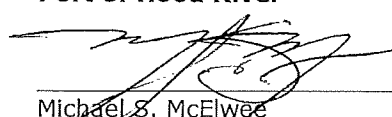
IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

Berger ABAM



Helen Devery
Vice President
116 Third Street
Suite 217
Hood River, Oregon 97031

Port of Hood River



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

This page intentionally left blank.



116 Third Street, Suite 217, Hood River, Oregon 97031-2193
541/386-1047 • 541/386-1047 Fax • www.abam.com

12 July 2017

EXHIBIT 'A'

Mr. Michael McElwee
Executive Director
Port of Hood River
1000 East Port Marina Drive
Hood River, OR 97031

Subject: Contract Agreement Amendment No. 1
Lot 1 Confluence Business Park | Preliminary Subdivision Plan Project
BergerABAM Project No. A16.0224.00

Dear Michael:

This letter provides a scope and fee for work that was completed per the Port of Hood River's (Port) request and additional tasks that were not included in the original contracted scope work for the Lot 1/Confluence Business Park preliminary subdivision plan project.

Completed work under the original contract includes the pre-application conference and a draft Confluence Business Park application, which has expended the original \$21,999 budget. BergerABAM has advised the Port of the budget status over time, and the Port has agreed to a "work ahead" strategy with the available budget to this point. As agreed, BergerABAM is submitting this contract amendment to include the additional pre-application services that have been completed (Task 1), and tasks to be completed in the future that include meetings with the Port and its surveyor, a neighborhood meeting, and coordination and delivery of the preliminary plat (Tasks 2 and 3).

Terms and conditions included in the original contract with the client dated 19 April 2016 are incorporated as part of this amendment. The Port and BergerABAM hereby agree that the BergerABAM team will be compensated for the services performed as described below.

SCOPE OF WORK

Task 1: Pre-application Follow-up Process (completed)

For the base contract, BergerABAM completed the original work scope, including a pre-application memorandum and initial pre-application conference. In addition, per the request of the Port, the following out of scope tasks were completed.

- Attended one additional pre-application conference with the City of Hood River and the Oregon Department of Transportation (ODOT).

Mr. Michael McElwee
Subject: Contract Amendment
12 July 2017
Page 2

- Addressed private versus public street concerns, and addressed these through follow-up review within the City's Transportation System Plan (TSP) and the I-84 Exit 63 and 64 Interchange Area Management Plan (IAMP).
- Participated in several follow up preliminary plat redesign meetings with the Port and the Port's surveyor.
- Drafted detailed follow-up questions to the City.
- Reviewed the Port's preliminary Intergovernmental Agreement (IGA) between the City and the Port.
- Monitored feedback from the Port and the City over the course of eight months.
- Received final pre-application direction via an email from Cindy Walbridge in January 2017.

Task 2: Neighborhood Meeting

This task was not included in the original contracted scope of work and is a new task required prior to submittal of the preliminary subdivision plat application. Preparation of the application was included in the original contract, and it has been submitted to the Port in draft form. For this new neighborhood meeting task BergerABAM will complete the following tasks:

- Work with the Port to prepare a draft and final neighbor invitation list and schedule meeting date and location.
- Prepare draft and final meeting invitation letter.
- Plan for and facilitate one 2-hour discussion between the Port and its neighbors at an informal meeting.
- Assist the Port in responding to questions.
- Tally meeting attendance and prepare draft and final summary meeting notes.
- Incorporate any Port-agreed changes into the draft application narrative, and coordinate with the Port's surveyor to update the draft prior to completing and submitting the application packet to the City, if appropriate.

Assumptions and Exclusions

- The Port will provide one round of consolidated review and comments on the invitation list, meeting invitation letter, and meeting summary.
- The Port will provide the meeting venue at the Port Offices, and will mail the invitations.

Deliverables

- Draft and final neighbor invite list
- Draft and final invitation letter
- Facilitate one 2-hour neighborhood meeting
- Draft and final meeting summary
- Attach required neighborhood meeting materials and adjust draft application narrative as required prior to submittal to the City.

Mr. Michael McElwee
 Subject: Contract Amendment
 12 July 2017
 Page 3

Task 3: Preliminary Plat Application Coordination and Delivery

Completion of the Confluence Business Park preliminary subdivision plat approval requires careful coordination with the Port, the City, and its stakeholders. We are assuming the application will be submitted in June and a decision made by the City by September 2017. For this task, BergerABAM will complete the following:

- Review background information, such as the plan by Key Development
- Participate in up to 4 one-hour strategy sessions with the Port and the Port’s surveyor.
- Coordinate closely with the City to consider inputs from agencies and stakeholders through the preliminary plat application process.
- Address Port comments on the draft application and deliver it to the City.
- Respond to one round of City completeness comments, and review the City’s decision with the Port via teleconference.

Assumptions and Exclusions

- Task includes the assumptions from the original contract.
- The Port’s attorney will draft and deliver the IGA. BergerABAM can assist in the formulation and review of the IGA via a contract amendment if requested by the Port.
- Per discussions with the Port, original budget expended for additional pre-application tasks now complete (Task 1) will be applied to completion and delivery of the application (Task 3).
- The application will be submitted in June and a decision by the City made by September 2017.

Deliverables

- Regular email and telephone coordination with agencies and stakeholders
- Delivery of the application and response to one round of completeness comments by City
- Review of City’s decision and any conditions of approval with the Port via a teleconference

COMPENSATION

The fee for the above work, completed on a time-and-expense basis, will not exceed \$12,000 including \$375 in expenses. This amendment increases the total budget for the project to \$33,999.

ACCEPTANCE

If you agree with the above, please show your agreement by signing this contract in the space provided below and returning a copy to my attention. If you have any questions, please call me at 360/823-6114. Thank you.

In witness whereof, this amendment has been executed under the provisions of the referenced original contract between BergerABAM and client. By signature below, the parties agree that all the terms and conditions of the original agreement shall be of full force and effect.

Mr. Michael McElwee
Subject: Contract Amendment
12 July 2017
Page 4

BergerABAM

PORT OF HOOD RIVER

Signature

Signature

Helen Devery

Name (Printed)

Michael McElwee

Name (Printed)

Vice President

Title

Executive Director

Title

12 July 2017

Date

Date

Commission Memo



Prepared by: Fred Kowell
Date: July 18, 2017
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$8,255.00
---------------------	-------------------

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$8,255.00
--	-------------------

This page intentionally left blank.

JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1
July 11, 2017
Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
0.00	220.00	0.00	0.00	0.00	\$220.00
MISCELLANEOUS MATTERS					
JJ					
500.00	720.00	0.00	0.00	-500.00	\$720.00
HANGAR LEASE (Cloud Cap/Goodrich)					
0.00	440.00	0.00	0.00	0.00	\$440.00
AUDIT LETTERS					
40.00	0.00	0.00	0.00	-40.00	\$0.00
CITY SEWER OUTFALL PROJECT (City of HR)					
100.00	0.00	0.00	0.00	-100.00	\$0.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
1,080.00	540.00	0.00	0.00	-1,080.00	\$540.00
LEASE (Peterson Construction)					
0.00	95.00	0.00	0.00	0.00	\$95.00
BRIDGE LIFT ENGINEER CONTRACT (HDR Inc.)					
0.00	80.00	0.00	0.00	0.00	\$80.00

HOOD RIVER, PORT OF

Account No: Jul
PO:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
DOG PARK					
100.00	0.00	0.00	0.00	-100.00	\$0.00
LEASE (Cloud Cap Technology)					
0.00	60.00	0.00	0.00	0.00	\$60.00
WATER ISSUES ODELL (Crystal Springs Water District					
0.00	2,940.00	0.00	0.00	0.00	\$2,940.00
SOUTH BASIN DOCK					
0.00	40.00	0.00	0.00	0.00	\$40.00
BRIDGE REPLACEMENT 2016 (ODOT/WDOT)					
580.00	100.00	0.00	0.00	-580.00	\$100.00
AIRPORT DEVELOPMENT (Tac-Aero)					
540.00	0.00	0.00	0.00	-540.00	\$0.00
THROUGH THE FENCE AGREEMENT (Timothy O'Donnell)					
0.00	80.00	0.00	0.00	0.00	\$80.00
SOUTH RUNWAY PROJECT					
0.00	140.00	0.00	0.00	0.00	\$140.00
AGREEMENT (HR County & Windmaster Urban)					
0.00	220.00	0.00	0.00	0.00	\$220.00
TRESPASS ON PUBLIC PROPERTY					
300.00	0.00	0.00	0.00	-300.00	\$0.00
BRIDGE TRUSS PROJECT					
0.00	280.00	0.00	0.00	0.00	\$280.00
SMALL CONSTRUCTION PUBLIC WORKS CONTRACT					
0.00	60.00	0.00	0.00	0.00	\$60.00
DBE PROGRAM					
0.00	1,840.00	0.00	0.00	0.00	\$1,840.00
STATE LEGISLATIVE ADVOCACY CONTRACT					
0.00	20.00	0.00	0.00	0.00	\$20.00
FEDERAL ADVOCACY CONTRACT					
0.00	60.00	0.00	0.00	0.00	\$60.00

HOOD RIVER, PORT OF

Account No: Jul
POI

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE AMENDMENT (Electronics Assemblers, Inc.)					
0.00	320.00	0.00	0.00	0.00	\$320.00
<u>3,240.00</u>	<u>8,255.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-3,240.00</u>	<u>\$8,255.00</u>

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

This page intentionally left blank.

Commission Memo

Prepared by: Anne Medenbach
Date: July 18, 2017
Re: Right of Way Vacation



The south side of the airport has a 60 foot right of way (ROW) for the County road. The 30-foot ROW extends north only into the airport. As shown in the photo below, portions of the tie downs, building parking, and operation area are encroaching into the ROW.

The Port would like to have the ROW vacated and take over maintenance of the County road. Vacating the ROW will:

- Allow for legal vehicle parking in the ROW.
- Allow for current and future buildings to be built closer to the road, thereby increasing their size and potential income stream.
- Ensure future access to south side properties as shown in the Airport Layout Plan (ALP).

TacAero is interested in this vacation in the near term as the company is building a hangar that abuts the ROW. Having the ability to use parking on the south side of the building instead of to the west is better for that building as well. His team has done the survey work for the application, which is attached to this memo.

Staff intends to move forward with an application to the County next week.



RECOMMENDATION: Discussion.

TERRA SURVEYING
 PROPERTY LINE ADJUSTMENT SURVEY
 for
 THE PORT OF HOOD RIVER AND HOOD RIVER COUNTY

LOCATION OF SURVEY:
 PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, HOOD RIVER COUNTY, OREGON.

FOUND 3" BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SECTION 11 (C.S.420)

HOOD RIVER COUNTY SURVEYOR'S OFFICE

CS# _____

DATE FILED: _____

BY: _____

REFERENCES:

- SURVEYS FILED IN HOOD RIVER COUNTY SURVEYORS OFFICE:
- C.S.0867, SURVEY BY PERKINS, DATED SEPTEMBER 1981.
- C.S.0875, SURVEY FOR GARR BY BISHOP, L.S.996, FILED ON OCTOBER 1, 1978.
- C.S.80053, SURVEY FOR WAGNER BY GON, L.S.1028, FILED ON JUNE 25, 1980.
- C.S.80057, SURVEY FOR WAGNER BY GON, L.S.1028, FILED ON JUNE 25, 1980.
- C.S.80059, SURVEY FOR HOOD RIVER BY GON, L.S.1028, FILED ON JULY 21, 1989.
- C.S.80069, SURVEY FOR HOOD RIVER BY GON, L.S.1028, FILED ON JULY 21, 1989.
- C.S.2002, SURVEY FOR THE PORT OF HOOD RIVER BY GON, L.S.1028, FILED ON APRIL 27, 1990.
- C.S.2007-028, SURVEY FOR THE PORT OF HOOD RIVER BY GON, L.S.1028, FILED ON APRIL 27, 1990.
- C.S.2007-119, SURVEY FOR BARR BY GROSS, L.S.80051, FILED MAY 28, 2007.
- C.S.2012-012, SURVEY FOR BARR BY GROSS, L.S.80051, FILED MAY 28, 2012.
- C.S.2014-048, SURVEY FOR BARR BY GROSS, L.S.80051, FILED NOVEMBER 29, 2014.

ZONING:
 THIS AREA IS IN AIRPORT DEVELOPMENT ZONE. (AD)

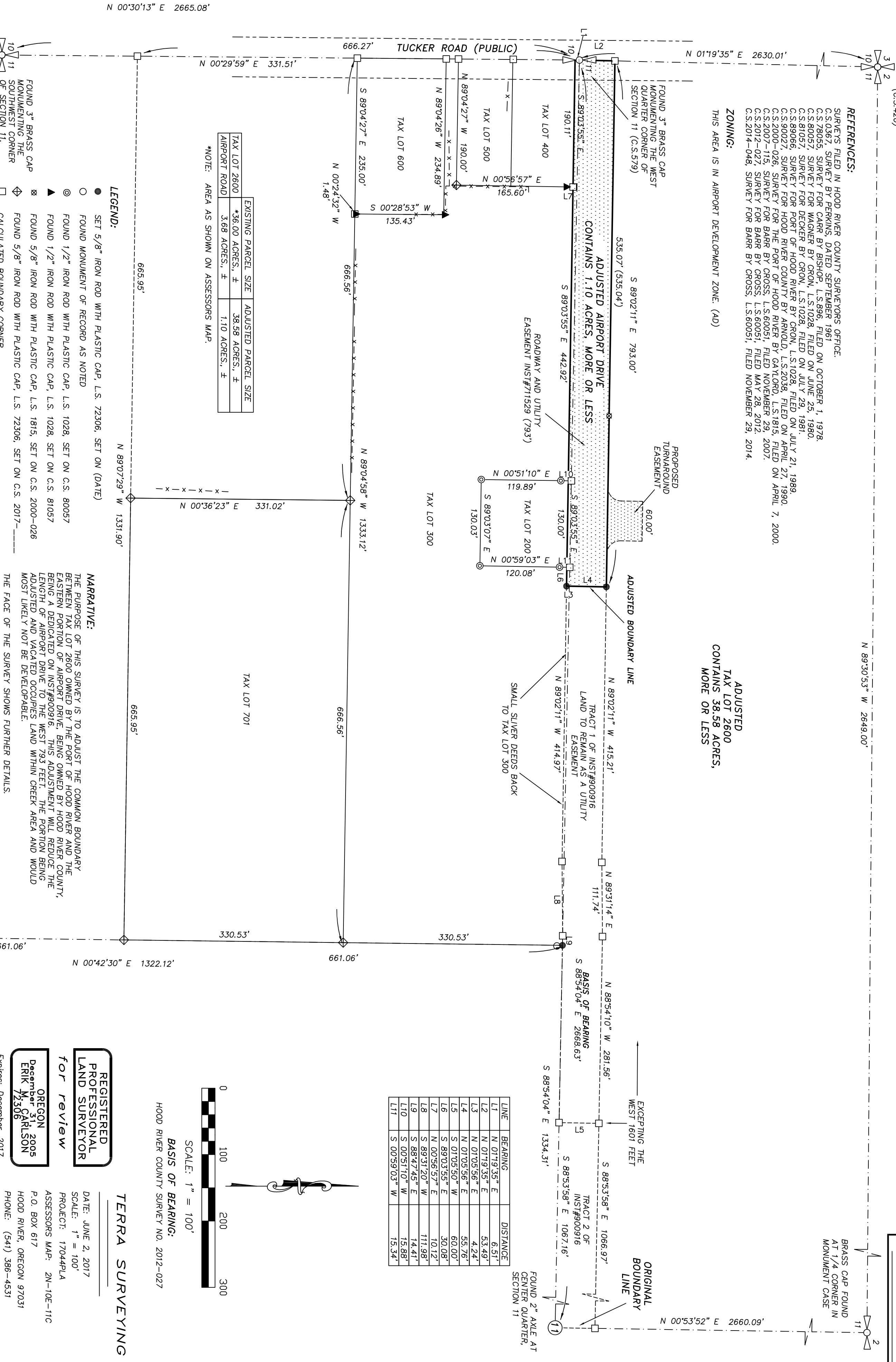
ADJUSTED TAX LOT 2600 CONTAINS 38.58 ACRES, MORE OR LESS

FOUND 3" BRASS CAP MONUMENTING THE WEST QUARTER CORNER OF SECTION 11 (C.S.579)

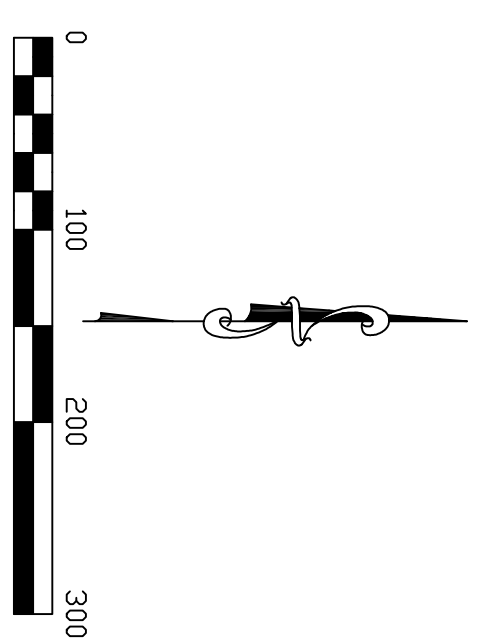
PROPOSED TURNAROUND EASEMENT

ADJUSTED BOUNDARY LINE

ORIGINAL BOUNDARY LINE



LINE	BEARING	DISTANCE
L1	N 01°19'35" E	6.51'
L2	N 01°19'35" E	53.49'
L3	N 01°05'56" E	4.24'
L4	N 01°05'56" E	55.76'
L5	S 01°05'50" W	60.00'
L6	S 89°03'55" E	30.08'
L7	N 00°56'57" E	10.12'
L8	S 89°31'20" W	111.98'
L9	S 88°47'45" E	14.41'
L10	S 00°51'10" W	15.88'
L11	S 00°59'03" W	15.34'



LEGEND:

- SET 5/8" IRON ROD WITH PLASTIC CAP, L.S. 72306, SET ON (DATE)
- FOUND MONUMENT OF RECORD AS NOTED
- ◎ FOUND 1/2" IRON ROD WITH PLASTIC CAP, L.S. 1028, SET ON C.S. 80057
- ▲ FOUND 1/2" IRON ROD WITH PLASTIC CAP, L.S. 1028, SET ON C.S. 81057
- ⊗ FOUND 5/8" IRON ROD WITH PLASTIC CAP, L.S. 1815, SET ON C.S. 2000-026
- ⊠ FOUND 5/8" IRON ROD WITH PLASTIC CAP, L.S. 72306, SET ON C.S. 2017-026
- ⊡ CALCULATED BOUNDARY CORNER
- () DEED OR SURVEY DIMENSION

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO ADJUST THE COMMON BOUNDARY BETWEEN TAX LOT 2600 OWNED BY THE PORT OF HOOD RIVER AND THE EASTERN PORTION OF AIRPORT DRIVE, BEING OWNED BY HOOD RIVER COUNTY, BEING A DEDICATED DRIVE TO THE WEST 793 FEET. THE PORTION BEING ADJUSTED AND VACATED OCCUPIES LAND WITHIN CREEK AREA AND WOULD MOST LIKELY NOT BE DEVELOPABLE.

THE FACE OF THE SURVEY SHOWS FURTHER DETAILS.

REGISTERED PROFESSIONAL LAND SURVEYOR
 for review
 OREGON
 December 31, 2005
 ERIK M. CARLSON
 L.S. 72306

TERRA SURVEYING

DATE: JUNE 2, 2017
 SCALE: 1" = 100'
 PROJECT: 17044PLA
 ASSESSORS MAP: 2N-10E-11C
 P.O. BOX 617
 HOOD RIVER, OREGON 97031
 PHONE: (541) 386-4531
 E-Mail: terra@terrasurveying.net
 www.terrasurveying.com

Commission Memo



Prepared by: Anne Medenbach
Date: July 12, 2017
Re: Crystal Springs Water District IGA

Staff has been working with Crystal Springs Water District (CSWD) for the past year to address fire flow issues at the Lower Mill industrial development site in Odell. The Port purchased this site in August of 2015 and has completed:

- Environmental studies and reports
- Brownfields clean up
- Asbestos removal and building demolition
- Site grading and prep
- Entitlements
- Utility and road installation
- Purchase of additional 2.36 acres for a total site size of 11.36 acres

When the site was purchased the stated fire flow was 1250gpm. This is sufficient to construct buildings. It was known that more flow would be needed for full build out of Odell's industrial land, but our sites were within acceptable ranges. As the CSWD master planning process proceeded, it became obvious that the fire flow problems were larger. By spring of 2016 the master plan was complete and the fire flow at the site was confirmed to be 650 gpm. This is not sufficient for construction.

CSWD's master plan shows a new reservoir being installed as the first improvement needed to improve the system wide pressure issues. That is scheduled to be complete in 2018 and CSWD has the money from the Infrastructure Finance Authority (IFA). An additional master plan project is a main line extension and expansion from the Lower Mill industrial site to Davis road. The Port has negotiated to complete a portion of this off-site improvement which will increase the flow to 1,000 gpm in 2017. Once the reservoir is installed, that flow will increase to 2,200gpm.

The Port and the Wy'East Fire Chief have been in talks for over a year regarding fire flow requirements for construction. The Chief can allow buildings to be constructed with 1,000 gpm if they are of a construction type and occupancy that is low hazard and meets certain requirements. Most of the industrial services in Odell are below or at 1,000 gpm.

The Port has been negotiating with both CSWD and the fire department to move approvals forward. Staff filed an industrial land use permit with the County that had great detail about the buildings and required input from both the fire and water districts. Chief Borton did respond to the permit with very general comments. Nothing was stated that will change the current situation.

In tandem with the above noted efforts, staff has completed specs and plans for the off-site project and has drafted an Intergovernmental Agreement (IGA) with CSWD for completion of this project.

President Shortt and staff have attended multiple CSWD board meetings on this subject. The last board meeting was held on July 6th. The outcome of that meeting was that the CSWD board would like to move forward with an IGA, with a few changes. Those changes were sent to Staff and legal counsel and are currently being reviewed and edited. Once negotiations are complete, staff will come back with a final IGA for approval.

Staff will be requesting discussion of the IGA at the meeting. Once executed, staff can go out to bid for the work in order to potentially get it completed during the weather window. This will enable the current MOU with Neal Creek Forest Products to move forward and will provide certainty to other potential buyers.

RECOMMENDATION: Discussion.

INTERGOVERNMENTAL AGREEMENT
FOR
INSTALLATION OF A PORTION OF PROJECT 21
("IGA")

PARTIES: CRYSTAL SPRINGS WATER DISTRICT ("District")
An Oregon domestic water supply district
3006 Chevron Drive
Odell, OR 97044

PORT OF HOOD RIVER ("Port")
An Oregon port district
1000 E. Port Marina Dr.
Hood River, OR 97031

1. RECITALS

Whereas, the District owns and operates a municipal water conveyance system ("Water System") to serve the residents and businesses of Odell: and,

Whereas, the Port owns and is developing approximately 11.36 acres of industrial land near Odell ("Site") which is served by the Water System, and the Port wishes to sell or lease lots to private businesses to use for industrial purposes in the Port's industrial subdivision shown on the map attached as "Exhibit A": and,

Whereas, the Water System cannot currently provide 1,000 gallons per minute ("GPM") minimum water flow to industrial buildings at the Site for fire suppression: and,

Whereas, to increase the level of water flow for fire suppression at Site industrial buildings to at least 1,000 GPM and hold the flow at 20 PSI for 20 hours approximately 1,350 lineal feet ("LF") of 10" main water line and a pressure relief valve ("PRV") water station will be installed to become part of the Water System ("Project"): and,

Whereas, the District will construct and operate a new water reservoir on the west side of the District ("Westside Reservoir") which will provide additional water flow for industrial building fire suppression at the Site of not less than approximately 2200 GPM, sustained flow: and,

Whereas, a map generally showing the Project water line location is attached as "Exhibit B"; and,

Whereas, to facilitate District delivery of increased water flow for Site industrial building fire suppression the Port has agreed to install the new, approximately 1,350 LF water line

and PRV at the Port's sole expense at the location shown on "Exhibit B": (1) in accordance with the Project plans and specifications in the scope of work ("SOW") attached as "Exhibit C"; (2) in accordance with current, applicable District Mains Design Standards (Section 5.000, Water Mains General Requirements dated May, 2006); and (3) in accordance with current, applicable District Contractor/Developer Requirements (Revised March 1, 2016) subject to the terms of this IGA and;

Whereas, completion of this Project will upgrade the District's water system by increasing fire flows, redundancy and distribution to the Lower Mill Industrial Park area as well as the Port's Site; and,

Whereas, in recognition of the benefit to the District of the Port installing and paying for the Project water main and PRV which is part of District improvements called "Project 21" in the District's 2016 Master Plan, the District will give the Port, or industries located at the Site, monetary credits that reduce District System Development Charges ("SDC") payable for water service, described hereafter in paragraph 2.1.3.4;

NOW, THEREFORE, for mutual consideration received the Port and District agree as follows:

2. TERMS AND CONDITIONS

2.1. Party Responsibilities

2.1.1. The Parties agree to cooperate, and to use best efforts to facilitate the Port's successful completion of the Project in accordance with the Project SOW set forth in attached Exhibit C and consistent with the IGA Recitals..

2.1.2. **Port Responsibilities.**

2.1.2.1. Subject to the terms of this IGA, the Port at Port expense will design, receive bids for, and if a bid is acceptable to the Port execute a Project construction contract, monitor and inspect Project construction, and complete the Project in accordance with the SOW plans and specifications. The Port will be responsible to pay the Port's Project engineer for Project work and the District will be responsible to pay the District's engineer for work related to the Project, whether or not the Port decides to proceed with Project construction. If the Port determines that the apparent Project low bid, plus Port engineer and other Port Project costs will exceed \$400,000, the Port may notify the District that the low bid amount is too high, in which case the Port may reject all Project bids, abandon proceeding with the Project and terminate this Agreement. Or, if the Port determines the Project bid is too high the Port may request the District to negotiate with the Port to

amend the IGA whereby the District agrees to pay excess Project costs so the Project can proceed. If Port/District negotiations don't occur or are unsuccessful the Port may reject all Project bids, abandon proceeding with the Project and terminate this Agreement. If the Port decides to reject all bids, abandon the Project and terminate this Agreement the Port will notify the District in writing that the Agreement is terminated, and the termination shall be effective on the date of the Port's notice.

- 2.1.2.2. After Project construction and prior to the Westside Reservoir being operational the Port will limit Site developments to industrial buildings that require no more than 1,000GPM of water flow for fire suppression.
- 2.1.2.3. After Project construction and after the Westside Reservoir is operational the Port will limit Site developments to industrial improvements that require no more than 2,200GPM of water flow for fire suppression.
- 2.1.2.4. The Port will limit domestic service size to 2" meters for no more than 4 connections.
- 2.1.2.5. The Port will require all industrial buildings on the Site to be constructed with fire sprinkler systems which comply with the Hood River County Building Code and fire and life safety requirements.

2.1.3. District Responsibilities.

- 2.1.3.1. The District shall install and operate the Westside Reservoir. The Westside Reservoir will be completed no later than 3 years from the date of this IGA.
- 2.1.3.2. All off-Site domestic and business water connections or reconnections served by or related to the Project shall be completed and paid for by the District or owners of benefitted properties, other than the Port.
- 2.1.3.3. This IGA is a "Will Serve" commitment by the District to provide domestic water and up to four 2" meters to the Site after the Project is complete. The District will charge standard District rates for water connections and water service at the Site (excluding SDC charges addressed in paragraph 2.1.3.4 below).
- 2.1.3.4. After the Port completes the Project the District will give the Port or Site owners or developers seeking water service a total of up to four SDC credits of 80% each, applied to reduce the rate of \$34,107 per meter, which will be the per meter SDC rate at the Site. The total SDC credit amount available for Site developments will be \$109,142. These

SDC credits are to acknowledge the Port's payment of Project construction costs which will be part of the District's Project 21, which improves and extend A District main water line, which will be owned and maintained by the District after the the Port completes the Project.

- 2.1.3.5. After the Project is completed the District will provide water for fire suppression at Site industrial buildings when requested, which will allow sustained water flow rates of not less than 1,000 GPM (20 PSI for 20 hours) prior to construction of the Westside Reservoir and not less than 2,200GPM sustained water flow rates after the Westside Reservoir is installed and operational.
- 2.1.3.6. If the apparent low bid for Project construction is unacceptable to the Port because the Port believes Project construction and other Project costs will exceed \$400,000, and if the Port requests the District to amend the IGA to agree to pay Project costs exceeding \$400,000, the District Board will promptly meet to consider the Port's request. At the meeting the District Board will authorize execution of an IGA amendment acceptable to the Port, agree to negotiate with the Port about amending the IGA to pay some Project costs, or refuse to amend the IGA. If the District Board agrees to negotiate with the Port about amending the IGA both parties will promptly undertake negotiations. If an agreement is reached to amend the IGA the amendment must be signed by both parties at least ten days prior to the date set for the Port to accept or reject Project bids. Both parties may need to hold special meetings to take prompt, timely action.
- 2.1.3.7. If a Project construction contract is awarded by the Port, after Project completion the District will promptly inspect the Project and accept it as part of the Water System, provided the Project complies with the SOW and District requirements referred in the seventh Recital above. If the District believes the Port needs to take additional or corrective actions the District will promptly provide the Port with a written statement describing any required action. The Port will promptly take additional or corrective actions identified by the District which the Port is responsible for under this Agreement, at Port expense. If Project issues identified by the District are beyond the scope of the Port's obligations under this Agreement the Port will notify the District, and if the District agrees the District will promptly take the actions identified by the District at District expense. After the Project is satisfactorily completed the District will accept it, and operate and maintain the Project water lines at District expense as part of the Water System.

3. Costs. Beyond Port costs of completing the Project in accordance with this Agreement, no additional Port Project costs are anticipated by either party.

4. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.
5. A party shall not be liable for a delay in the performance of an obligation under this Agreement that is the direct result of an act or occurrence that is beyond the reasonable control of the party, materially affects the party's performance, and could not have been reasonably foreseen.
6. This Agreement may be amended only by an instrument in writing executed by both parties, which writing must refer to this Agreement.
7. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other party shall be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained. Each party will pay its own attorney fees and costs related to this Agreement, including those arising to resolve a dispute through mediation, arbitration or litigation.
8. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.
9. This Agreement (including the Recitals, exhibits, documents, and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.
10. Term and Termination. This Agreement shall be effective as of date it is fully executed by both parties and shall remain in effect after the Port has accepted a bid to construct the Project. If the Port has not accepted a bid to construct the Project either party may terminate this Agreement for any reason by providing written notice of their intention to terminate to the other party not less than 30 days prior to the termination date stated in the termination notice; provided however, if the Port has advertised to receive Project construction bids any District notice to terminate this Agreement must be delivered to the Port not less than ten days prior to the date Project bids are due to be effective. If the Agreement is properly terminated neither party will have any obligation after the termination date to comply with the Agreement.

DATE: _____

DATE: _____

PORT OF HOOD RIVER

CRYSTAL SPRINGS WATER DISTRICT

By: Michael McElwee
Executive Director

Approved as to form:

Jerry J. Jaques
Port Attorney

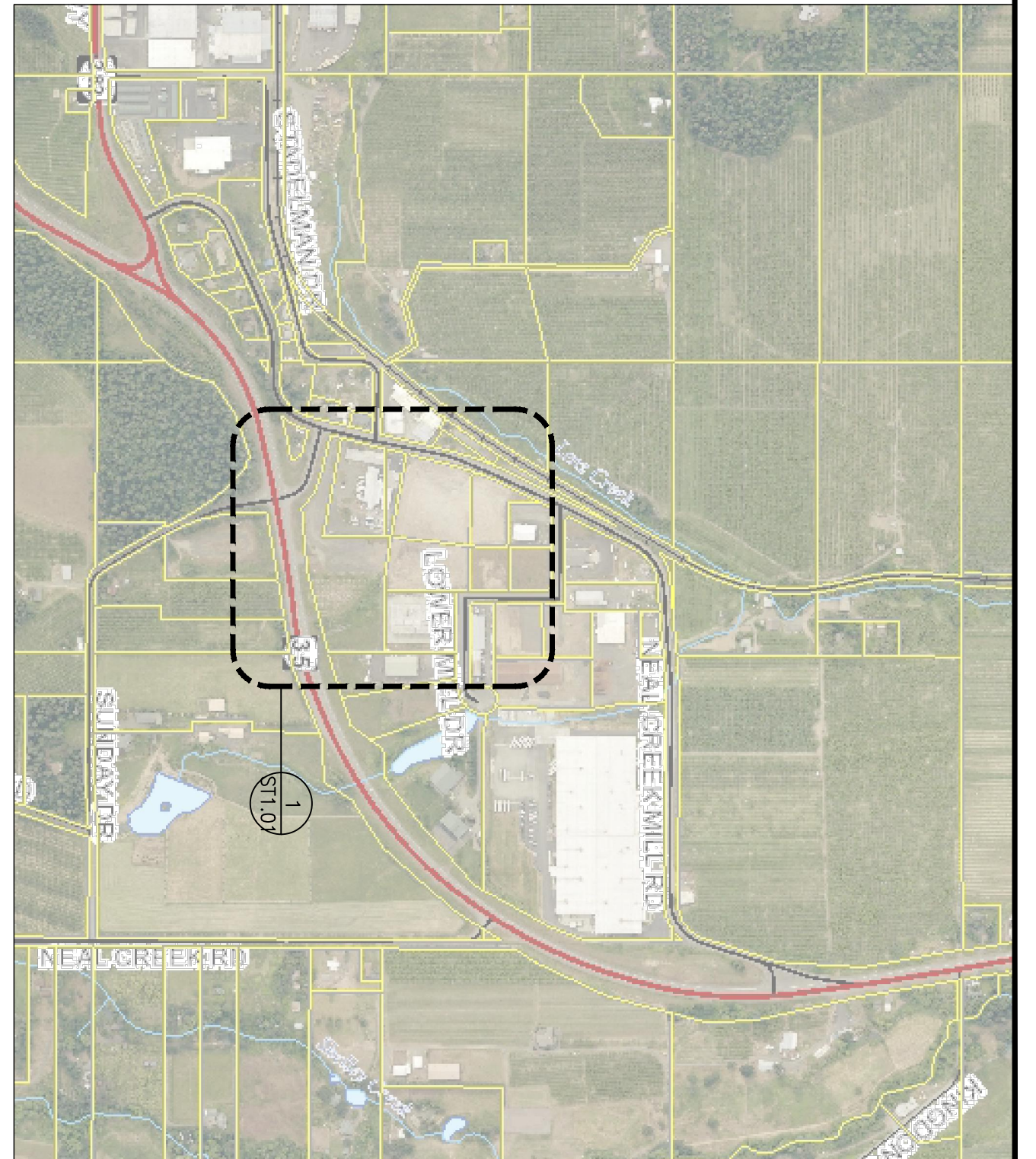
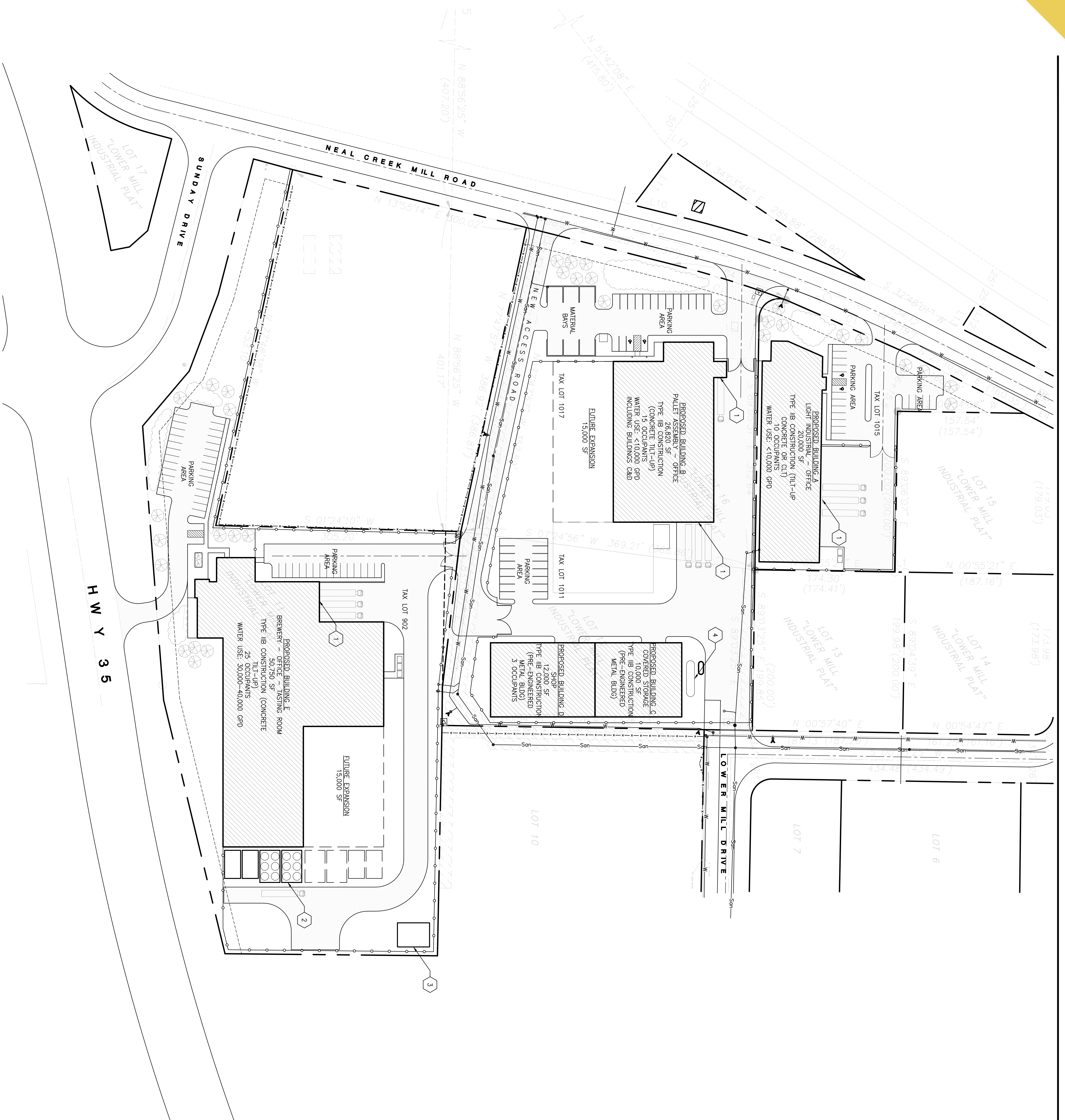
By: Fred Schatz
Executive Director

Approved as to form:

Mark S. Womble
Crystal Springs Attorney

Exhibit A: Port Industrial Subdivision Map
Exhibit B: Map Showing Approximate Project Water Line Location
Exhibit C: Project Plans and Specifications

1 CONCEPT SITE PLAN
1" = 60'-0"



2 LOCATION PLAN
N.T.S.

- SITE GENERAL NOTES**
- SITE PLAN IS CONCEPTUAL IN NATURE AND MAY REQUIRE ADDITION DESIGN AND ENGINEERING.
 - BASE MAP INFORMATION IS BASED ON "PARTITION RE-PLAT FOR PORT OF HOOD RIVER" BY TERRA SURVEYING DATED 12/21/15. ADDITIONAL INFORMATION FROM GOOGLE MAPS.
 - STORMWATER MANAGEMENT SYSTEMS ARE NOT SHOWN. ADDITIONAL STUDY REQUIRED TO DETERMINE STORMWATER MANAGEMENT REQUIREMENTS.

GENERAL SITE INFORMATION

TAX LOT 1015 (PARCEL 1)	LOT AREA: 1.4 ACRES
	ZONING: M-1
TAX LOT 1017	LOT AREA: 2.81 ACRES
	ZONING: M-1
TAX LOT 1011	LOT AREA: 1.92 ACRES
	ZONING: M-1
TAX LOT 902	LOT AREA: 4.87 ACRES
	ZONING: M-1

SITE PLAN LEGEND

- (E) EXISTING
- PROPERTY LINE
 - SETBACK LINE
 - ROAD CENTERLINE
 - PROPOSED FENCE
 - EXISTING FENCE
 - WATER LINE
 - SANITARY SEWER
 - HYDRANT
 - PROPOSED BUILDING
 - PROPOSED DRIVEWAYS AND PARKING AREA
 - PROPOSED LANDSCAPING (CONCEPTUAL)

SITE PLAN KEYNOTES

- 1 LOADING DOCK
- 2 EXTERIOR EQUIPMENT
- 3 WASTEWATER TREATMENT EQUIPMENT
- 4 FUELING STATION

PROPOSED MASTER PLAN FOR
LOWER HANEL MILL
PORT OF HOOD RIVER
HOOD RIVER COUNTY, OREGON

DRAWING TITLE:
CONCEPT SITE PLAN
DRAWN BY: OG
CHECKED BY: GML

ST101

Livermore
JOB NO.: 216014.00

LIVERMORE
ARCHITECTURE &
ENGINEERING, INC.
5125 SW Macadam Ave, Suite 200 Phone: 503-892-3002
Portland, Oregon 97239 www.livermoreae.com

#	DATE	DESC.
A	05/02/17	SITE PLAN SUBMITTAL

STADELMAN DRIVE WATERLINE EXTENSION

STADELMAN DRIVE
ODELL, OREGON 97031
MAY 2017

CLIENT:
PORT OF HOOD RIVER
1000 E. PORT MARINA DRIVE
HOOD RIVER, OREGON 97031
PH: 541.386.5116
EM: AMEDENBACH@PORTOFHOODRIVER.COM
ANNE MEDENBACH (PROJECT MANAGER)

WATER DISTRICT:
CRYSTAL SPRINGS WATER DISTRICT
3006 CHEYRON DRIVE
HOOD RIVER, OREGON 97031
PH: 541.354.1818
EM: FRED@CSWDHR.COM
FRED SCHATZ (SUPERINTENDENT)

CONTRACTOR:
COMPANY NAME
ADDRESS LINE 1
CITY, STATE ZIPCODE
PH:
EM:
PROJECT MANAGER NAME (PROJECT MANAGER)

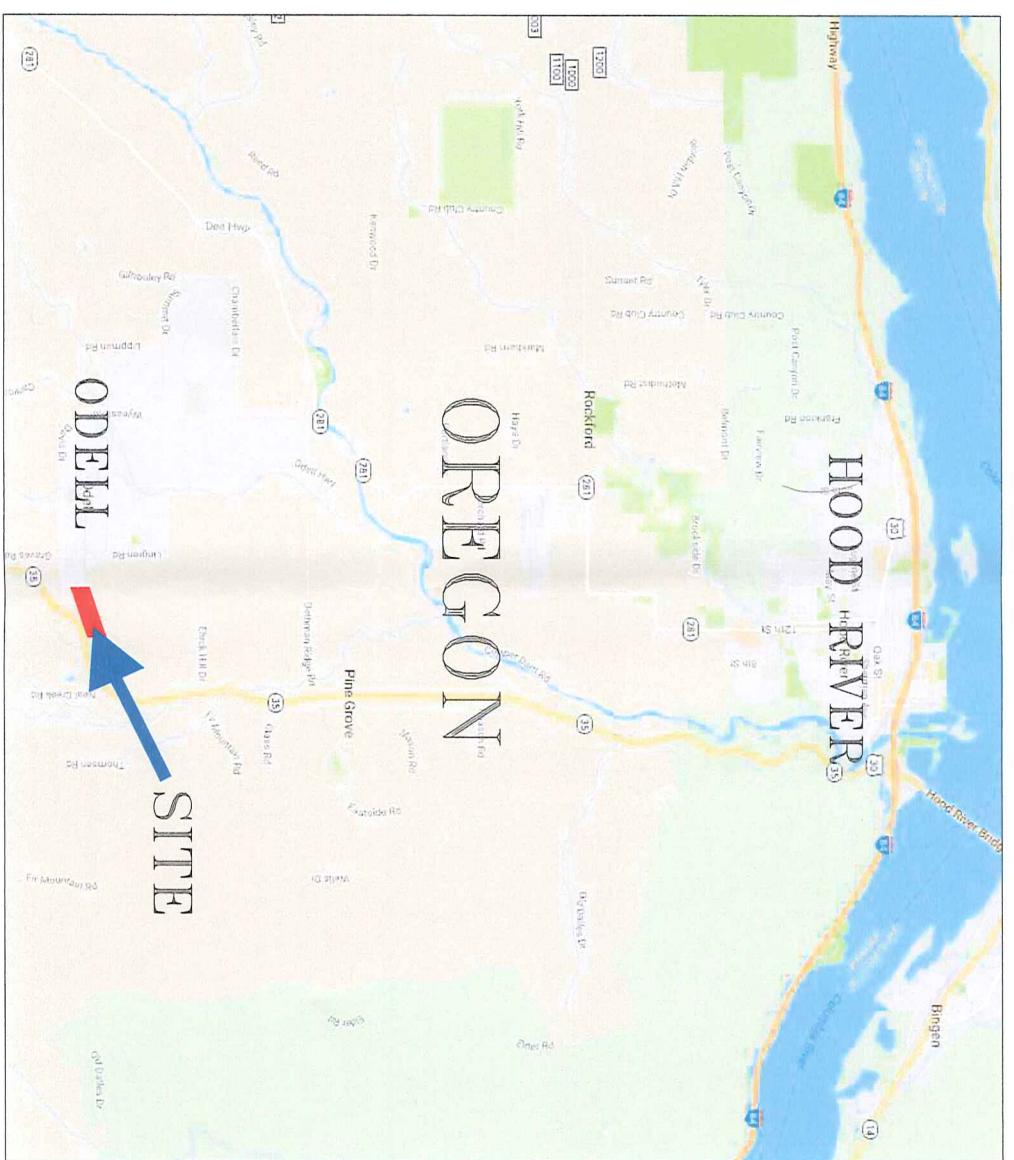
ENGINEER:
VISTA GEOENVIRONMENTAL SERVICES
489 N 8TH STREET - SUITE 201
HOOD RIVER, OREGON 97031
PH: 541.386.6480
EM: CGARRIDO@V-GES.COM
CARLOS GARRIDO (PROJECT ENGINEER)

APPROVED:
CARLOS A. GARRIDO 05/07/17
PROJECT ENGINEER DATE
ROGER B. MORRIS 05/07/17
ENGINEER OF RECORD DATE

INDEX:

SHEET C1	COVER SHEET
SHEET C2	GENERAL NOTES
SHEET C3	OVERALL PLAN
SHEET C4	PLAN & PROFILE 1
SHEET C5	PLAN & PROFILE 2
SHEET C6	PLAN & PROFILE 3
SHEET C7	PLAN & PROFILE 4
SHEET C8	STANDARD DETAILS

REVISIONS:



VICINITY MAP
NOT TO SCALE



GENERAL NOTES:

- 1.-THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES WHEREIN HE WILL RECORD ANY APPROVED FIELD CHANGES AND REVISIONS. THESE DRAWINGS SHALL BE KEPT AT THE STATION LOCATIONS AND BE AVAILABLE FOR INSPECTION BY THE CITY ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN DELAY OF PAYMENT AND/OR FINAL ACCEPTANCE OF THE PROJECT.
- 2.-UPON COMPLETION OF CONSTRUCTION OF ALL NEW FACILITIES, CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD RECORD DRAWINGS CONTAINING ALL AS-BUILT DRAWINGS TO THE ENGINEER FOR USE IN THE PREPARATION OF AS-BUILT DRAWINGS FOR SUBMITTAL TO THE COUNTY AND OWNER. ALL INFORMATION SHOWN ON THE CONTRACTOR'S FIELD RECORD DRAWINGS SHALL BE SUBJECT TO VERIFICATION BY THE ENGINEER. IF SIGNIFICANT ERRORS OR DEVIATIONS ARE NOTED BY THE ENGINEER, AN AS-BUILT SURVEY PREPARED AND STAMPED BY A REGISTERED PROFESSIONAL LAND SURVEYOR AND/OR QUALIFIED ENGINEER SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE.
- 3.- THE LOCATION AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS, ARE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE ENGINEER OR UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND SIZES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- 4.-THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING PROPERTY AND STREET MONUMENTS PRIOR TO CONSTRUCTION. ANY MONUMENTS DESTROYED DURING CONSTRUCTION OF THE PROJECT SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- 5.-CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WHERE NEW FACILITIES CROSS. CONTRACTOR SHALL BE RESPONSIBLE FOR EXPOSING POTENTIAL UTILITY CONFLICTS FAR ENOUGH AHEAD OF CONSTRUCTION TO MAKE NECESSARY GRADE MODIFICATIONS WITHOUT DELAYING THE WORK. IF GRADE MODIFICATION IS NECESSARY, CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER, AND THE DESIGN ENGINEER SHALL OBTAIN APPROVAL FROM THE CITY ENGINEER PRIOR TO CONSTRUCTION. ALL UTILITY CROSSINGS SHALL BE POTHOLED AS NECESSARY PRIOR TO EXCAVATING OR BORING TO ALLOW THE CONTRACTOR TO PREVENT GRADE OR ALIGNMENT CONFLICTS.
- 6.-ALL FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER-THAN-ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CITY ENGINEER.
- 7.-UTILITIES OR INTERFERING PORTIONS OF UTILITIES TO BE ABANDONED SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL FLAG THE REMAINING EXPOSED ENDS OF ABANDONED UTILITIES.
- 8.-CONTRACTOR SHALL REMOVE ALL EXISTING SIGNS, MAILBOXES, FENCES, LANDSCAPING, ETC., AS REQUIRED TO AVOID DAMAGE DURING CONSTRUCTION AND REPLACE THEM TO EXISTING OR BETTER CONDITION.
- 9.-ANY SEPTIC TANKS ENCOUNTERED DURING CONSTRUCTION SHALL BE PUMPED OUT. CONTRACTOR SHALL BREAK BOTTOM OF TANK OUT AND BACKFILL WITH PE4 GRAVEL UNLESS OTHERWISE REQUIRED BY PUBLIC AGENCIES HAVING JURISDICTION. SEPTIC TANK REMOVAL TO BE IN ACCORDANCE WITH SANITARIAN REQUIREMENTS.
- 10.-ANY WELLS ENCOUNTERED SHALL BE ABANDONED PER STATE REQUIREMENTS.
- 11.-ANY FUEL TANKS ENCOUNTERED SHALL BE REMOVED AND DISPOSED OF PER STATE REQUIREMENTS. BACKFILL WITH GRANULAR MATERIAL AND COMPACT.
- 12.-CONTRACTOR SHALL COORDINATE AND PAY ALL COSTS ASSOCIATED WITH REMOVING OR ABANDONING ANY SEPTIC TANKS, WELLS, OR OTHER UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER PRIOR TO CONSTRUCTION. THESE STRUCTURES SHALL BE REMOVED OR ABANDONED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY UPON DISCOVERY OF ANY SEPTIC TANKS, WELLS OR FUEL TANKS NOT SHOWN ON THE DRAWINGS. AND OBTAIN CONCURRENCE FROM THE OWNER PRIOR TO PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A DETAILED COST BREAKDOWN OF ALL WORK RELATED TO REMOVING OR ABANDONING SAID STRUCTURES. THE CONTRACTOR SHALL BE REIMBURSED ON A TIME & MATERIALS BASIS OR AT A NEGOTIATED PRICE AS AGREED TO BY THE OWNER.
- 13.-THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO ENSURE THAT PUBLIC STREETS AND RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.

TESTING AND INSPECTION:

- 1.-THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED OR NECESSARY INSPECTIONS ARE COMPLETED BY THE OWNER'S AUTHORIZED INSPECTORS PRIOR TO PROCEEDING WITH SUBSEQUENT WORK, WHICH COVERS OR THAT IS DEPENDENT ON THE WORK TO BE INSPECTED. FAILURE TO OBTAIN NECESSARY INSPECTIONS AND APPROVAL(S) SHALL RESULT IN THE CONTRACTOR BEING FULLY RESPONSIBLE FOR ALL PROBLEMS ARISING FROM UNINSPECTED WORK.
- 2.-UNLESS OTHERWISE SPECIFIED, THE FOLLOWING TABLE OUTLINES THE MINIMUM TESTING SCHEDULE FOR THE PROJECT. THESE TESTING SCHEDULES IS NO COMPLETE AND DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF OBTAINING ALL NECESSARY INSPECTIONS FOR ALL WORK PERFORMED, REGARDLESS OF WHO IS RESPONSIBLE FOR PAYMENT.

REQUIRED TESTING AND FREQUENCY	PARTY RESPONSIBLE FOR PAYMENT	
	CONTRACTOR	OTHERS (SEE NOTE 1)
STREETS, PARKING LOTS, PODS, FILLS, ETC.		
SUBGRADE	1 TEST/4000 S.F./LIFT (2 MIN)	SEE NOTE 2 AND 3
BASEROCK	1 TEST/4000 S.F./LIFT	SEE NOTE 2 AND 3
ASPHALT	1 TEST/4000 S.F./LIFT (2 MIN)	SEE NOTE 2
PIPED UTILITIES, ALL		
TRENCH BACKFILL	1 TEST/200 FOOT TRENCH/LIFT (2 MIN)	SEE NOTE 3
WATER		
PRESSURE	(TO BE WITNESSED BY ENGINEER OR APPROVING AGENCY)	
BACTERIAL WATER TEST	PER OHM/DISH	SEE NOTE 3
CHLORINE RESIDUAL TEST	PER COUNTY REQUIREMENTS	
SANITARY SEWER		
AIR TEST	PER COUNTY OR AFWA WHICHEVER IS MORE STRINGENT	SEE NOTE 4
HANDHEL	95% OF ACTUAL INSIDE DIAMETER	
TV INSPECTION	LINE MUST BE CLEANED PRIOR TO TV WORK	
MANHOLE	VACUUM TEST EACH MANHOLE. WITNESSED BY ENGINEER OR APPROVING AGENCY.	SEE NOTE 2 AND 4

NOTE 1: OTHERS REFERS TO OWNER, ENGINEER OR APPROVING AGENCY AS APPLICABLE. CONTRACTOR RESPONSIBLE FOR SCHEDULING TESTING. ALL TESTING MUST BE COMPLETED PRIOR TO PERFORMING SUBSEQUENT WORK.

NOTE 2: TESTING MUST BE PERFORMED BY AN APPROVED INDEPENDENT TESTING ORGANIZATION.

NOTE 3: IN ADDITION TO IN PLACE DENSITY TESTING, THE SUBGRADE AND BASEROCK SHALL BE PROCTOR-COMPACTED WITH A LOADED 10 YARD DUMP TRUCK. TESTING SHALL BE PERFORMED BY THE CONTRACTOR. LOCATION AND METHOD OF PROCTOR TO BE AS DIRECTED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

NOTE 4: CONTRACTOR MAY USE HYDROSTATIC TESTING IN lieu OF VACUUM AND AIR TESTING.

WATER SYSTEM:

- 1.-CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES WHEREIN HE WILL RECORD ANY APPROVED FIELD CHANGES AND REVISIONS. THESE DRAWINGS SHALL BE KEPT AT THE STATION LOCATIONS AND BE AVAILABLE FOR INSPECTION BY THE CITY ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN DELAY OF PAYMENT AND/OR FINAL ACCEPTANCE OF THE PROJECT.
- 2.-UPON COMPLETION OF CONSTRUCTION OF ALL NEW FACILITIES, CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD RECORD DRAWINGS CONTAINING ALL AS-BUILT DRAWINGS TO THE ENGINEER FOR USE IN THE PREPARATION OF AS-BUILT DRAWINGS FOR SUBMITTAL TO THE COUNTY AND OWNER. ALL INFORMATION SHOWN ON THE CONTRACTOR'S FIELD RECORD DRAWINGS SHALL BE SUBJECT TO VERIFICATION BY THE ENGINEER. IF SIGNIFICANT ERRORS OR DEVIATIONS ARE NOTED BY THE ENGINEER, AN AS-BUILT SURVEY PREPARED AND STAMPED BY A REGISTERED PROFESSIONAL LAND SURVEYOR AND/OR QUALIFIED ENGINEER SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE.
- 3.- THE LOCATION AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ON THESE DRAWINGS, ARE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE ENGINEER OR UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND SIZES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- 4.-THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING PROPERTY AND STREET MONUMENTS PRIOR TO CONSTRUCTION. ANY MONUMENTS DESTROYED DURING CONSTRUCTION OF THE PROJECT SHALL BE REPLACED BY A REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- 5.-CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES WHERE NEW FACILITIES CROSS. CONTRACTOR SHALL BE RESPONSIBLE FOR EXPOSING POTENTIAL UTILITY CONFLICTS FAR ENOUGH AHEAD OF CONSTRUCTION TO MAKE NECESSARY GRADE MODIFICATIONS WITHOUT DELAYING THE WORK. IF GRADE MODIFICATION IS NECESSARY, CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER, AND THE DESIGN ENGINEER SHALL OBTAIN APPROVAL FROM THE CITY ENGINEER PRIOR TO CONSTRUCTION. ALL UTILITY CROSSINGS SHALL BE POTHOLED AS NECESSARY PRIOR TO EXCAVATING OR BORING TO ALLOW THE CONTRACTOR TO PREVENT GRADE OR ALIGNMENT CONFLICTS.
- 6.-ALL FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER-THAN-ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CITY ENGINEER.
- 7.-UTILITIES OR INTERFERING PORTIONS OF UTILITIES TO BE ABANDONED SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL FLAG THE REMAINING EXPOSED ENDS OF ABANDONED UTILITIES.
- 8.-CONTRACTOR SHALL REMOVE ALL EXISTING SIGNS, MAILBOXES, FENCES, LANDSCAPING, ETC., AS REQUIRED TO AVOID DAMAGE DURING CONSTRUCTION AND REPLACE THEM TO EXISTING OR BETTER CONDITION.
- 9.-ANY SEPTIC TANKS ENCOUNTERED DURING CONSTRUCTION SHALL BE PUMPED OUT. CONTRACTOR SHALL BREAK BOTTOM OF TANK OUT AND BACKFILL WITH PE4 GRAVEL UNLESS OTHERWISE REQUIRED BY PUBLIC AGENCIES HAVING JURISDICTION. SEPTIC TANK REMOVAL TO BE IN ACCORDANCE WITH SANITARIAN REQUIREMENTS.
- 10.-ANY WELLS ENCOUNTERED SHALL BE ABANDONED PER STATE REQUIREMENTS.
- 11.-ANY FUEL TANKS ENCOUNTERED SHALL BE REMOVED AND DISPOSED OF PER STATE REQUIREMENTS. BACKFILL WITH GRANULAR MATERIAL AND COMPACT.
- 12.-CONTRACTOR SHALL COORDINATE AND PAY ALL COSTS ASSOCIATED WITH REMOVING OR ABANDONING ANY SEPTIC TANKS, WELLS, OR OTHER UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER PRIOR TO CONSTRUCTION. THESE STRUCTURES SHALL BE REMOVED OR ABANDONED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY UPON DISCOVERY OF ANY SEPTIC TANKS, WELLS OR FUEL TANKS NOT SHOWN ON THE DRAWINGS. AND OBTAIN CONCURRENCE FROM THE OWNER PRIOR TO PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A DETAILED COST BREAKDOWN OF ALL WORK RELATED TO REMOVING OR ABANDONING SAID STRUCTURES. THE CONTRACTOR SHALL BE REIMBURSED ON A TIME & MATERIALS BASIS OR AT A NEGOTIATED PRICE AS AGREED TO BY THE OWNER.
- 13.-THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO ENSURE THAT PUBLIC STREETS AND RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.

COVER DEPTH	8" -- 48" DIAMETER
LESS THAN 2' COVER	CLASS 52 DUCTILE IRON PIPE WITH RIBB AND SPIGOT JOINTS AND RUBBER GASKET OR HDPE (HIGH DENSITY POLYETHYLENE) PIPE CONFORMING TO ASTM F-1232 (18"-107") OR ASTM F-1234 (18"-24") TYPE S AND ASTM F-477 RESPECTIVELY WITH CDF BACKFILL.
2' TO 2.5' COVER	PIPE SPECIFIED FOR LESSER COVER DEPTH
2.5 TO 15' COVER	PIPE SPECIFIED FOR LESSER COVER DEPTH -OR EXCEPT - HDPE (HIGH DENSITY POLYETHYLENE) PIPE NOT PERMITTED FOR DEPTH TO INVERT GREATER THAN 20 FEET.

LEGEND:

- EXISTING SANITARY SEWER
- EXISTING FORCEMAIN SANITARY SEWER
- EXISTING CATCH BASIN
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAINAGE CURLY RYER
- EXISTING SANITARY CLEANOUT
- PROPOSED SANITARY CLEANOUT
- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- EXISTING BLOW-OFF VALVE
- PROPOSED BLOW-OFF VALVE
- EXISTING WATER METER
- PROPOSED WATER METER
- EXISTING OVERHEAD ELECTRIC POWER LINE
- EXISTING POWER POLE
- EXISTING ELECTRIC METER
- EXISTING UNDERGROUND COMMUNICATION
- EXISTING TELEPHONE RISER
- EXISTING NATURAL GAS LINE
- EXISTING GAS METER
- EXISTING MAIL BOX
- EXISTING FENCE LINE
- PROPOSED FENCE LINE
- PROPOSED SILT FENCE
- PROPERTY LINE

HATCH LEGEND:

- EXISTING SIDEWALK
- EXISTING EASEMENT

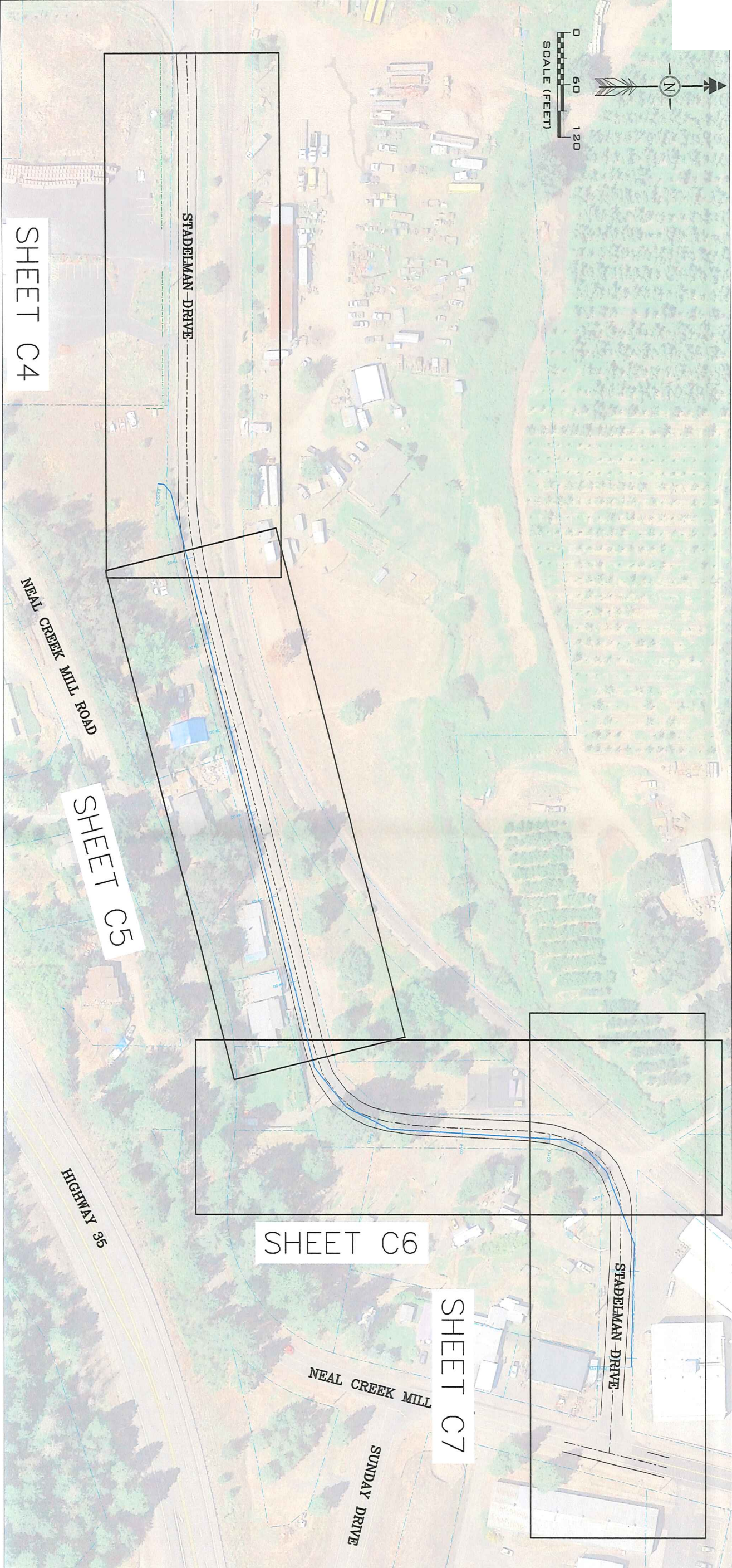
NOTE: ALL OTHERS AS NOTED ON PLAN

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

APP	DRN	DES	DESCRIPTION	REVISION	DATE	REV
1	1	1			04/07/2017	1
1	1	1				1
1	1	1				1
1	1	1				1
1	1	1				1

STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ODELL, OREGON 97031
 PORT OF HOOD RIVER

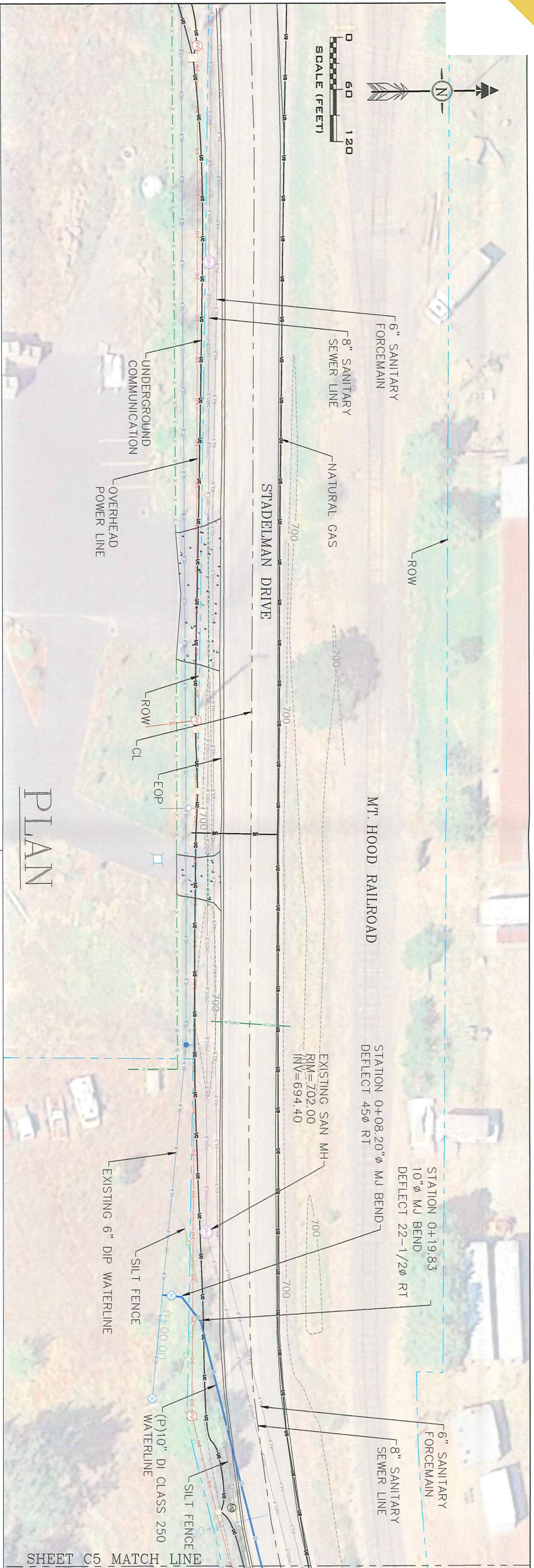
GENERAL NOTES



NOTES:

1. TOPOGRAPHIC SURVEY PERFORMED BY VISTA GEOENVIRONMENTAL SERVICES, MARCH 2017.
2. HORIZONTAL DATUM: OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD 83(2011) EPOCH 2010.00.
3. VERTICAL DATUM: NAVD 1988.

<p style="font-size: 2em; margin: 0;">C3</p> <p style="font-size: 0.8em; margin: 0;">DRAWING NO.</p> <p style="font-size: 0.8em; margin: 0;">OF 8</p>	<p style="margin: 0;">STADELMAN DRIVE WATERLINE EXTENSION</p> <p style="margin: 0;">STADELMAN DRIVE</p> <p style="margin: 0;">ODELL, OREGON 97031</p> <p style="margin: 0;">PORT OF HOOD RIVER</p>	<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th style="text-align: left;">REV</th> <th style="text-align: left;">DATE</th> <th style="text-align: left;">REVISION DESCRIPTION</th> <th style="text-align: left;">DES</th> <th style="text-align: left;">DRN</th> <th style="text-align: left;">APP</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	REV	DATE	REVISION DESCRIPTION	DES	DRN	APP	1						1						1						1						1						1						1						1						1						<p style="font-size: 1.5em; margin: 0;">VISTA GEOENVIRONMENTAL SERVICES</p> <p style="margin: 0; font-size: 0.8em;">489 N 8TH STREET - SUITE 201</p> <p style="margin: 0; font-size: 0.8em;">HOOD RIVER, OREGON 97031</p> <p style="margin: 0; font-size: 0.8em;">(541) 386-6480</p>
	REV	DATE	REVISION DESCRIPTION	DES	DRN	APP																																																									
1																																																															
1																																																															
1																																																															
1																																																															
1																																																															
1																																																															
1																																																															
1																																																															
1																																																															
<p style="font-size: 1.5em; margin: 0;">OVERALL PLAN</p>	<p style="margin: 0;">DATE: 04/07/2017</p>	<p style="margin: 0;">2017-127</p>																																																													



PLAN

SHEET C5 MATCH LINE



PROFILE

STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ODELL, OREGON 97031
 PORT OF HOOD RIVER

C4
 DRAWING NO.
 OF 8

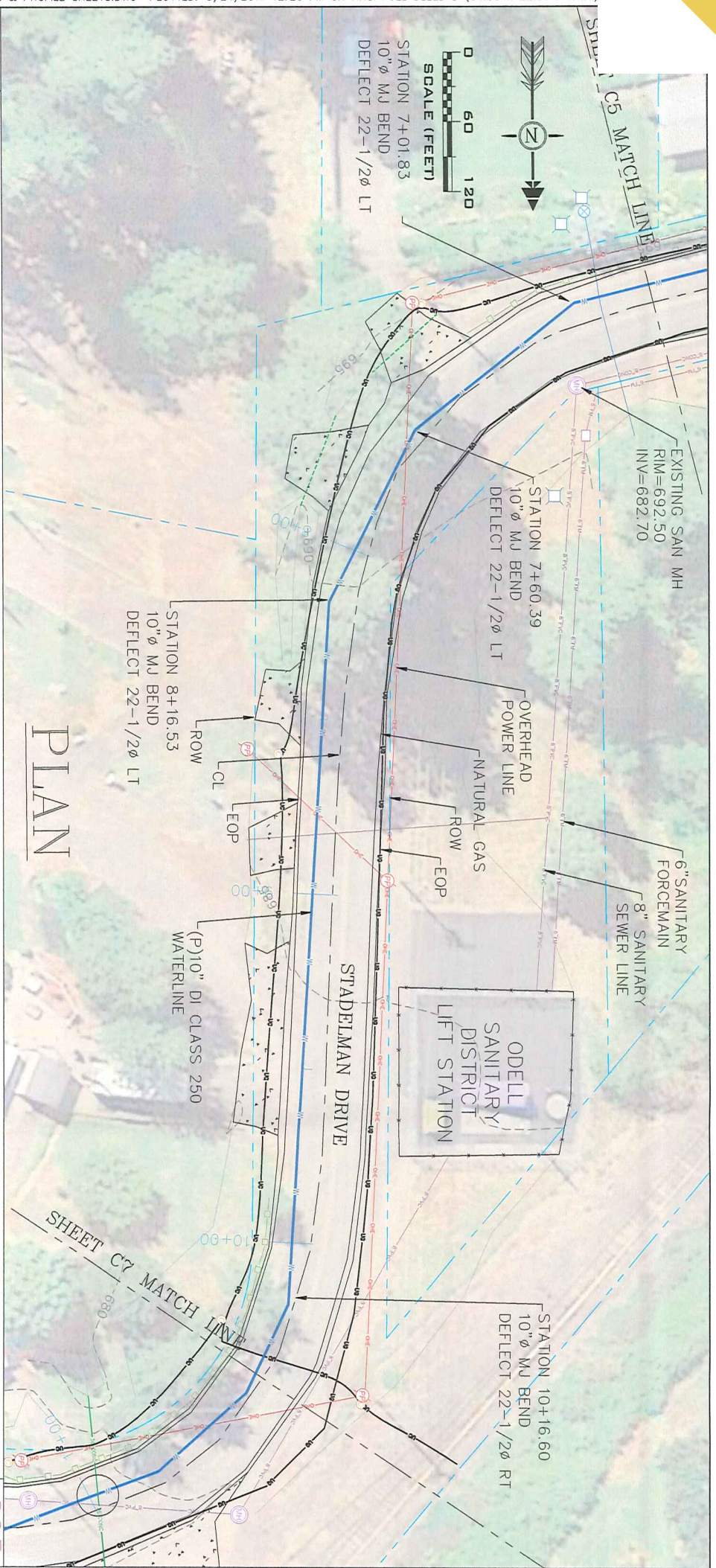
PLAN & PROFILE 1

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
1					
1					
1					
1					
1					
1					
1					
1					
1					
1					

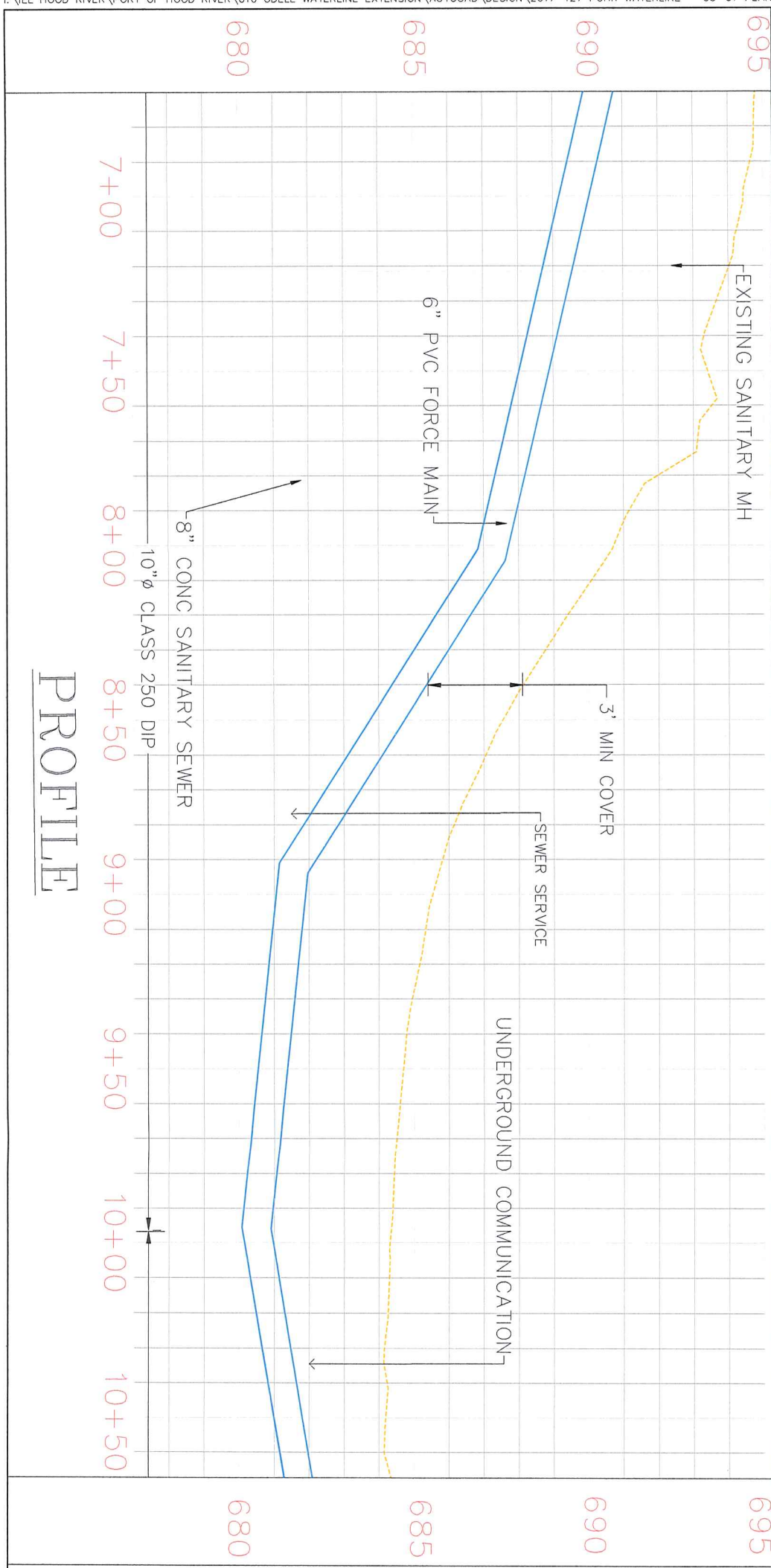
DATE: 04/07/2017

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

2017-127



PLAN



PROFILE

<p style="font-size: 2em; margin: 0;">C6</p> <p style="font-size: 0.8em; margin: 0;">DRAWING NO.</p>	<p>STADELMAN DRIVE WATERLINE EXTENSION STADELMAN DRIVE ODELL, OREGON 97031 PORT OF HOOD RIVER</p>	<table border="1" style="width:100%; border-collapse: collapse; font-size: 0.8em;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>REVISION DESCRIPTION</th> <th>DES</th> <th>DRN</th> <th>APP</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV	DATE	REVISION DESCRIPTION	DES	DRN	APP																																					<p>VISTA GEOENVIRONMENTAL SERVICES</p> <p>489 N 8TH STREET - SUITE 201 HOOD RIVER, OREGON 97031 (541) 386-6480</p>	<p>2017-127</p>
	REV	DATE	REVISION DESCRIPTION	DES	DRN	APP																																								
<p>OF 8</p>	<p>PLAN & PROFILE 3</p>	<p>DATE: 04/07/2017</p>																																												

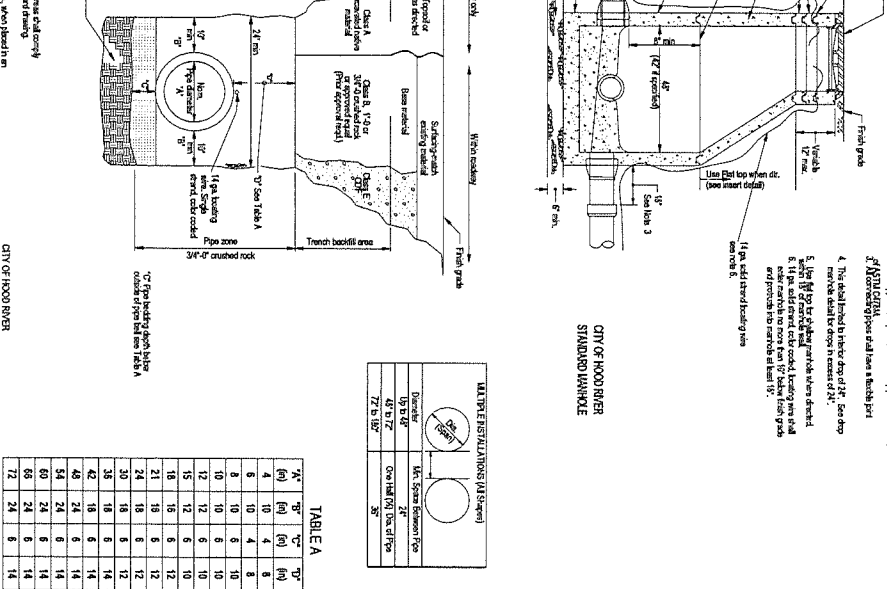
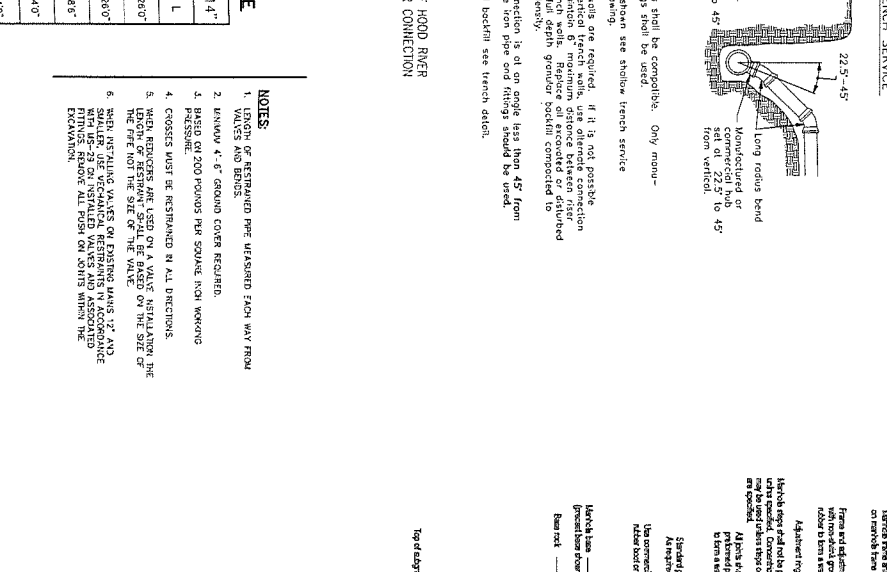
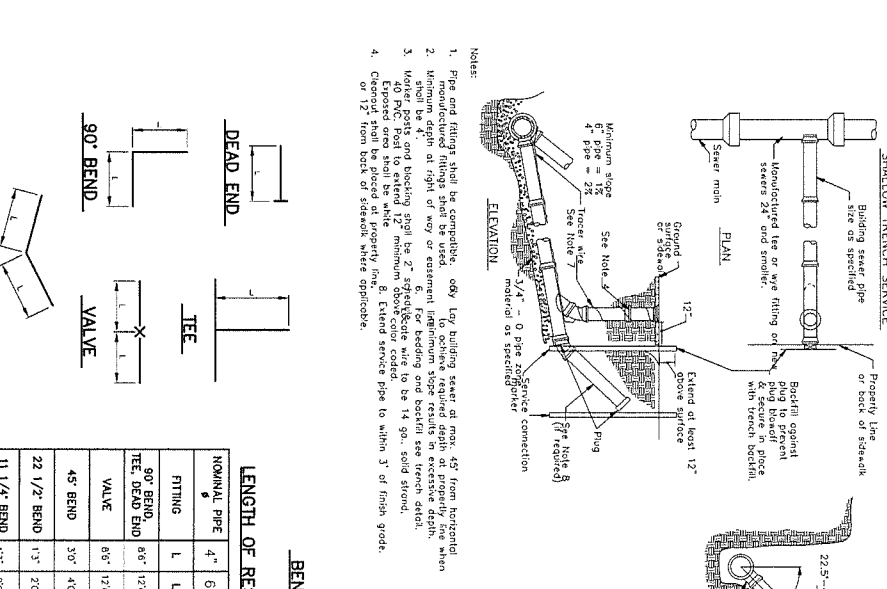
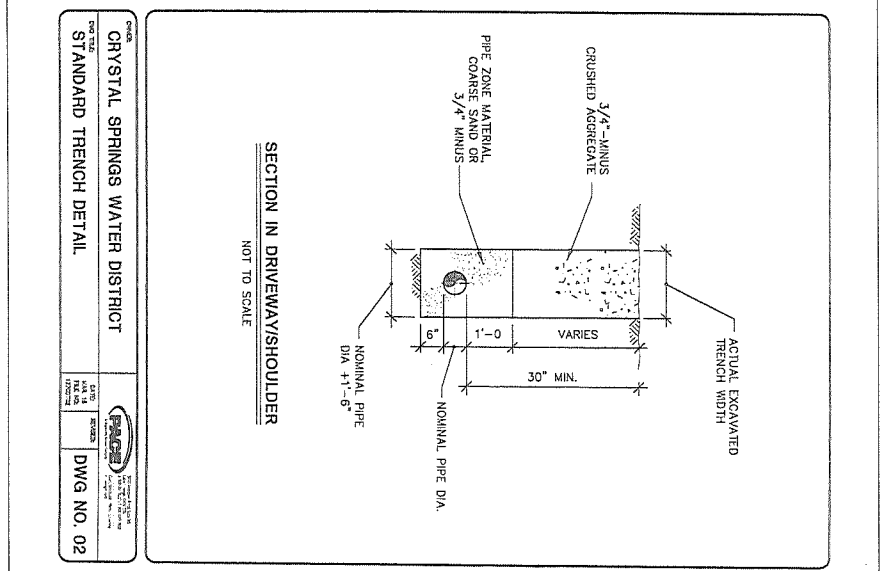
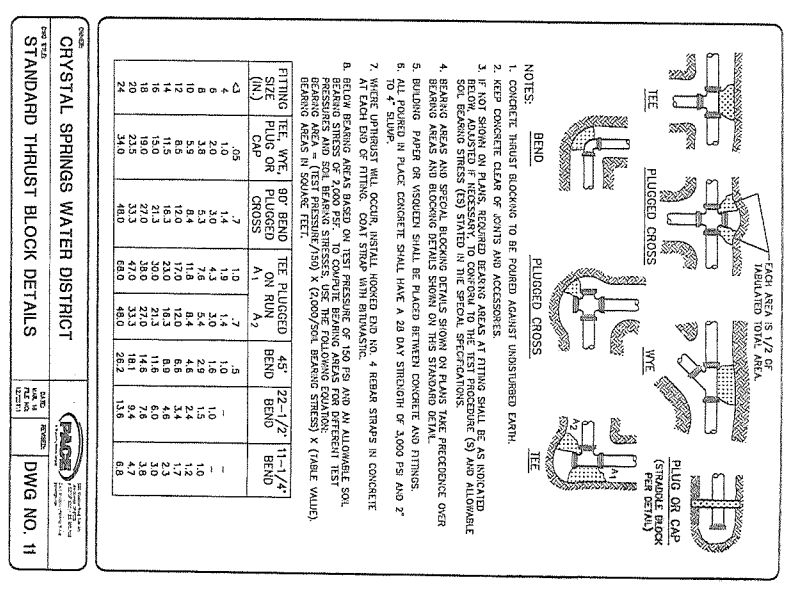
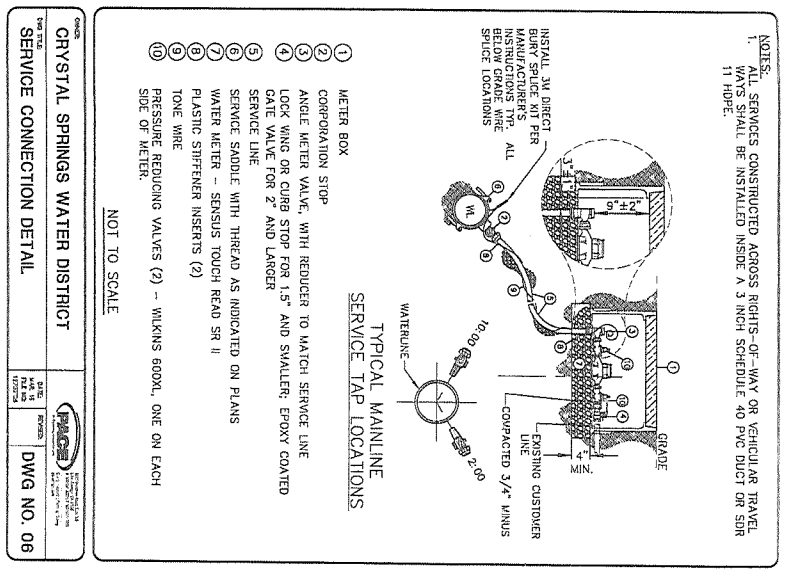
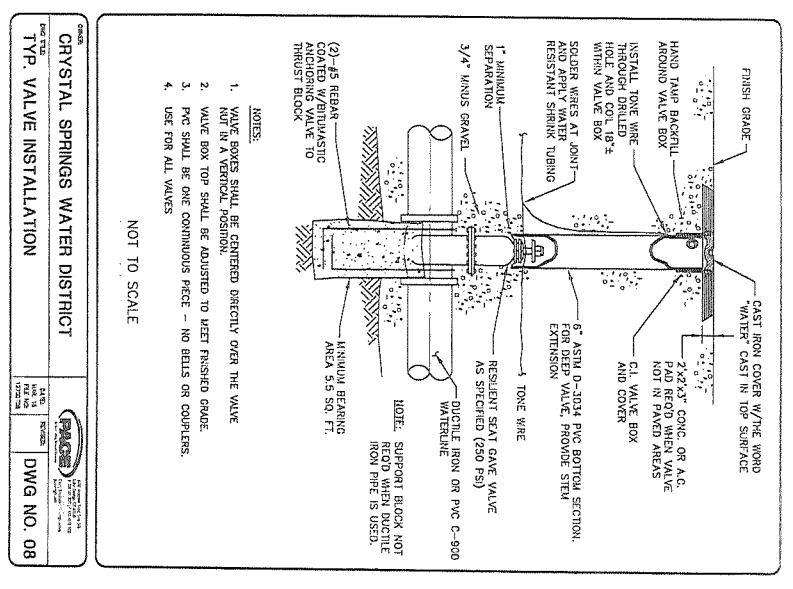
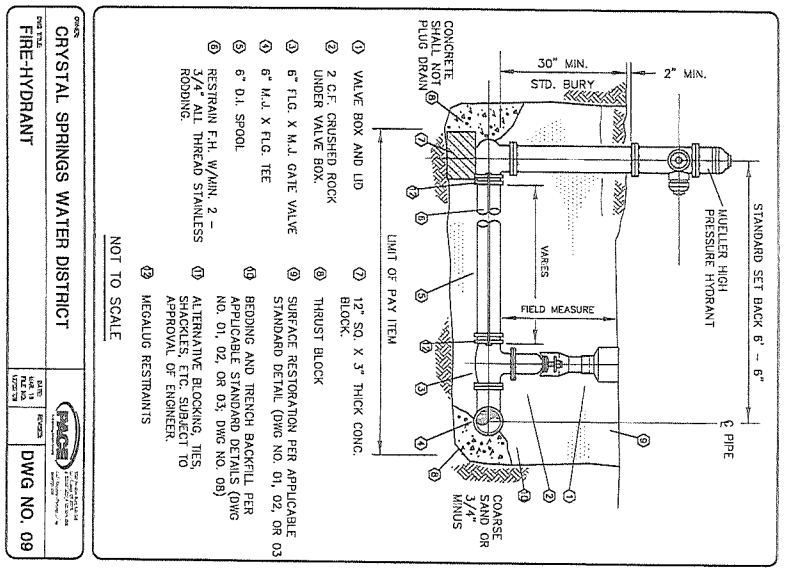


TABLE A

PIPE DIA.	MIN. TRENCH WIDTH	MIN. TRENCH DEPTH	MIN. TRENCH LENGTH
4"	12"	18"	10'
6"	18"	24"	15'
8"	24"	30"	20'
10"	30"	36"	25'
12"	36"	42"	30'
14"	42"	48"	35'
16"	48"	54"	40'
18"	54"	60"	45'
20"	60"	66"	50'
24"	72"	78"	60'
30"	90"	96"	75'
36"	108"	114"	90'
42"	126"	132"	105'
48"	144"	150"	120'
54"	162"	168"	135'
60"	180"	186"	150'
66"	198"	204"	165'
72"	216"	222"	180'

STADELMAN DRIVE WATERLINE EXTENSION
STADELMAN DRIVE
ODELL, OREGON 97031
PORT OF HOOD RIVER

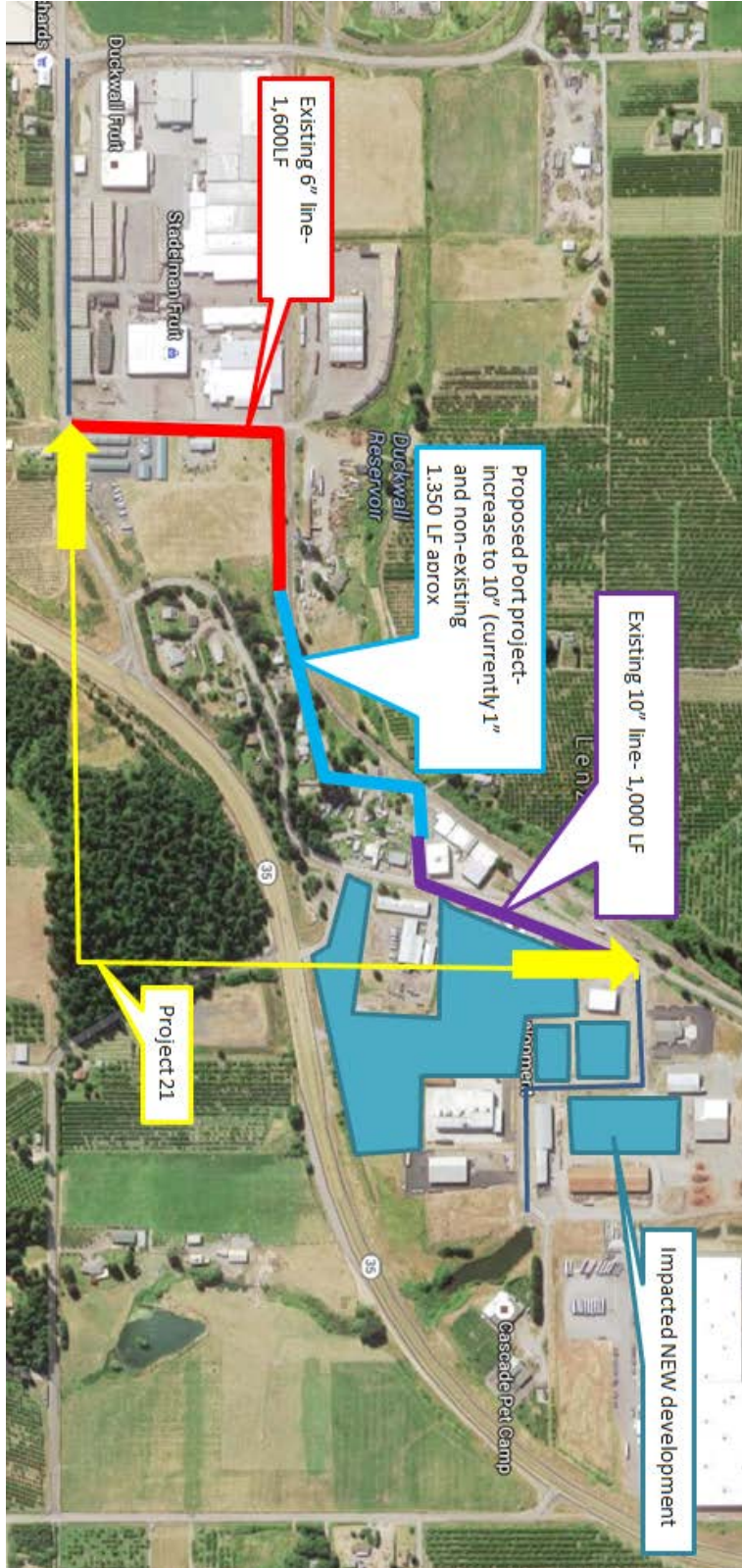
STANDARD DETAILS

DATE: 04/07/2017

2017-127

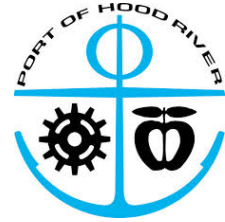
VISTA GEOENVIRONMENTAL SERVICES
489 N 8TH STREET - SUITE 201
HOOD RIVER, OREGON 97031
(541) 386-6480

Exhibit B



This page intentionally left blank.

Commission Memo



Prepared by: Fred Kowell
Date: July 18, 2017
Re: Lease Account Transferred to Collections

The Peterson Brothers are delinquent by \$10,279.68 and their account has been transferred to Collections. Port staff have been working with the Peterson Brothers since December 2016 in an effort to have them reduce their outstanding balance with the Port. Due to the winter season, they asked for a little more time to make payment to the Port. In February, Peterson asked Port staff if they could use their labor on a Port project to reduce some of their outstanding balance. This offer never moved forward and the Port has now moved their account to Collections. On February 15, 2017 a default letter was issued to them. They have left the Port property at the Timber Incubator location and since such time have not returned calls to staff.

RECOMMENDATIONS: Discussion.

This page intentionally left blank.

Executive Director's Report

July 18, 2017

Staff & Administrative

- Welcome to new Commissioners John Everitt and Ben Sheppard. The July 18 meeting will include the oaths of office and presentation of an election certificate from Hood River County Elections Department. New Commissioner Meriwether is travelling through the month of July—his first meeting will be in August.
- 21-year Port employee Melissa Child has retired. Melissa has been a reliable, diligent and committed employee since 1996 serving as a Finance Specialist. We also welcome new Administrative Specialist Jana Scoggins who begins work on July 17. Among other responsibilities, Jana will take and transcribe Commission meeting minutes.
- I am hosting a working group of the Port of Cascade Locks on July 27. The group will tour the Hood River waterfront and then convene for a discussion about development issues and approaches that may be relevant for their industrial park.

Recreation/Marina

- The GFCI trip threshold continues to hold on every dock except C Dock North. The current settings are as follows:
 - A Dock – 100 mA
 - B Dock- 600 mA
 - C Dock North- 2.5 Amp
 - C South- 100 mA
 - Boathouse Dock-3 Amp

The target we are trying to achieve is 100 mA. C Dock was raised from 100mA to 2.5 A due to a series of 2A trips that began around July 6. 30 mA pedestal breakers were installed on C Dock North, so the cause of these trips at the main panel is highly uncertain and is being evaluated.

- Crestline has completed all work associated with the concrete trail improvement project east of the bridge.
- We identified a host for the Event Site this summer—Bonnie Lee Carlson and Mark Lee (pictured at right). They have set up a camper at the southeast corner of the Event Site parking lot and began work on July 2. See attached engagement letter.
- The July 4th Fireworks display was a great success this year. The only



incident was an intoxicated motorist that drove through the Port barricade at Marina Green at high speed, nearly hitting a Port employee. The police were called and the driver was arrested. A big thank you and appreciation to the Port's Facilities employees that give up their holiday to prepare the waterfront for the 4th of July and maintain and monitor it throughout the event.

- Summer intern Austin Keillor is collecting extensive parking utilization data on the waterfront through the summer. This data is crucial to implementing the plan for paid parking which the City and Port will re-consider starting in 2018. Austin will provide a report to the Commisison in mid-August.

Development/Property

- The Confluence Business Park (Lot #1) subdivision application was submitted to the City on July 10. This starts a 30-day completion review. The proposed plat map is attached.
- The Site Plan Review application for the Jensen West parking lot project was submitted to the City on July 7.
- There appears to be some progress on the water service issue. The Crystal Springs Water District Board meeting occurred on June 16. An update will be provided at the meeting.
- Construction has paused temporarily on the new sewer lift station near the intersection of Marina Way and Marina Drive. In addition, the contractor damaged some un-located utilities during trench excavation and the City is requesting compensation from utility owners. It is not clear whether the Port has any utilities and, if so, is obligated to pay.
- Elk Crossing moved into the three offices on the upper level of the Maritime building on July 12. This company provides U-haul services. This is a short term, month to month lease through December 2017.
- Locus Interactive vacated Suite 101 in the Marina Park 1 building as of June 30, 2017. Staff continues to work with Columbia River Acupuncture to address lease terms and improvements for that space. Improvements required to re-lease the space are being conducted now. Expect a final lease for approval on August 1.
- Work to upgrade the front of the DMV Building to improve disabled access is substantially complete. The main door replacement is the last remaining portion of the project and will be completed the week of August 1.

Airport

- Anne continues to work on off-Airport compensatory wetland required as part of the Connect VI project.
- We are yet unable to identify the remaining \$32,389.57 of funding for the South Ramp Taxiway Project. However, staff has a budget proposal that would enable the project to proceed. Anne will provide an update at the meeting.

- The next public meeting regarding noise complaints at the airport will be held on August 3rd, beginning at 6:00 PM at WAAAM. There were over 80 attendees at the last meeting which served primarily as a listening session. This second meeting will answer questions and propose solutions.
- At their July 17 meeting, the County will consider approval of an inter-governmental agreement with the Port to allocate \$200,000 for the Connect VI North Ramp Project. Approval of this IGA is an action item on the agenda.

Bridge/Transportation

- HB 2750 was approved unanimously by the Senate on July 4 and re-passed the House on July 6. The Governor was expected to sign the legislation the week of July 10. The \$5 million for the Bridge EIS and feasibility work was retained in the final Transportation Bill. These were significant successes for the Port.
- Stafford Bandlow Engineers is preparing a proposal for the next major lift span projects budgeted to occur in FY 17/18. These include rehabilitation of the span drive motors, inspection of the primary reducers and upgrades to the skew system.
- Staff is beginning to develop a schedule for broad communication, public input and Commission consideration of a toll increase. The FY 17/18 budget assumes an increase starting in January 2018. This is subject to Commission action which would be considered in November.
- Deck repair welding is now expected to occur in late July.
- One of the light sensors associated with the new LED lights caught fire last week. It has been repaired and we are looking to determine the cause.

This page intentionally left blank.



Port of
Hood River

Providing for the region's economic future.

INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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

July 4, 2017

Via Hand Delivery to Event Site

Bonnie Lee Carlson
Mark Lee

Dear Bonnie and Mark:

Thank you for agreeing to serve as Event Site Hosts for the 2017 summer season. Your presence can have a very positive impact on visitors to the Event Site. I am grateful for your assistance.

We met on June 30 and discussed the position's responsibilities. In sum, you are a volunteer representative of the Port of Hood River. You are authorized to park your camper within the Event Site parking lot throughout the day and overnight through September 15, 2017. You may utilize the Event Site's facilities at no charge.

In regards to your activities, please spend part of every day and evening walking the site to observe visitor's activities, answer questions and promote a positive experience. In the evening, please walk the grounds; collect any items left by visitors and dispose of them according to the Port's Lost and Found Policy. In the late evening, please encourage visitors to remove their vehicles from the Event Site.

I want to emphasize that your work does not include actual enforcement of any violation of rules or illegal behavior. You must contact Port staff, the Hood River County Animal Control Officer, the Hood River Police or call 911 depending on the nature of the activity.

Finally, this position is "at will" for both you and the Port of Hood River. Either party may terminate the agreement at any time their sole discretion. Steve Carlson, John Mann or Rob Arnold will serve as your primary contacts. However, do not hesitate to contact me (cell: 541-380-0109) at any time if you have any questions or concerns of any nature.

Thank you again for serving as volunteer Event Site Hosts. All of us at the Port looking forward to working with you this year.

Sincerely,

Michael S. McElwee
Operations Manager

cc: Steve Carlson, Waterfront Manager

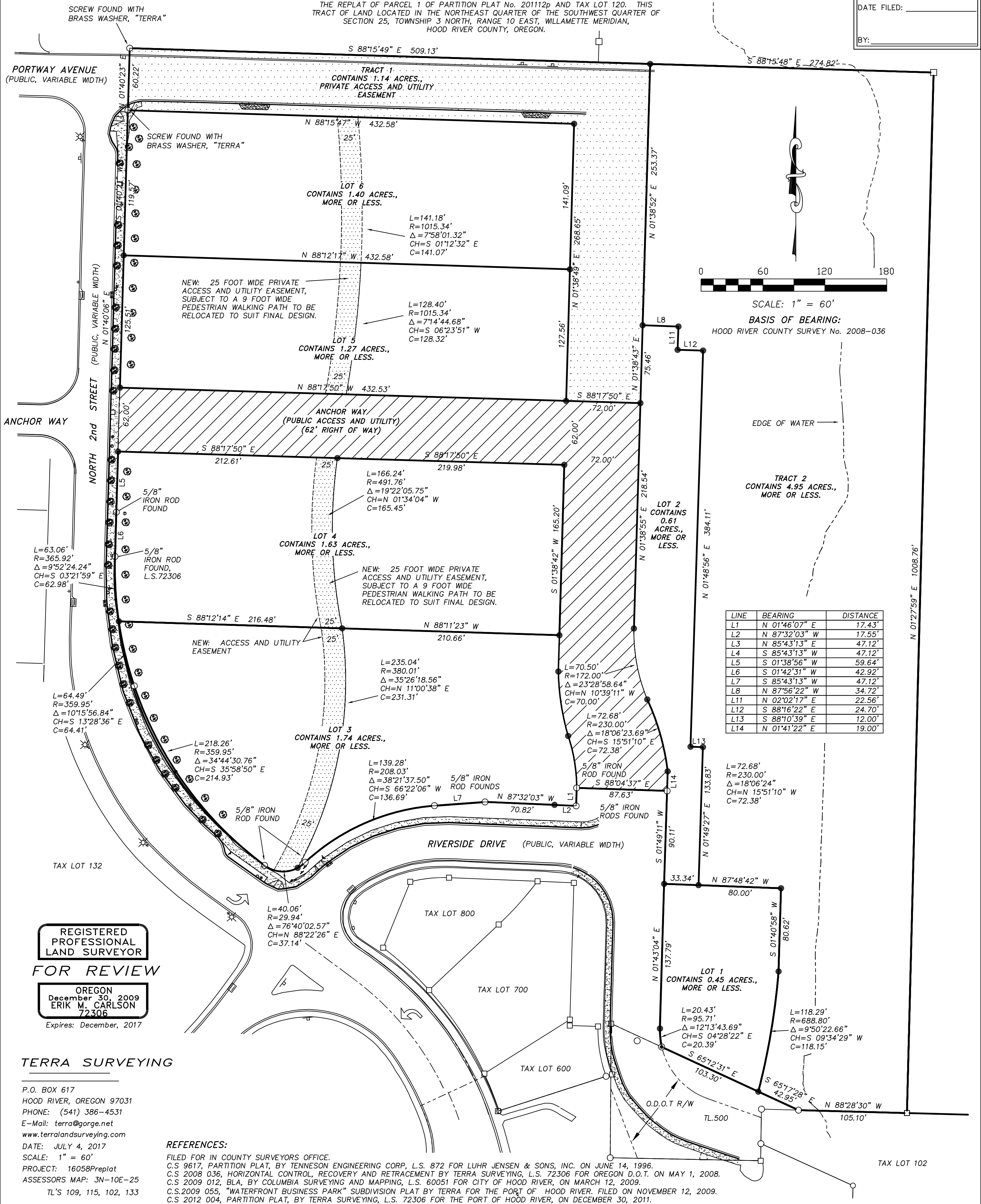
This page intentionally left blank.

TERRA SURVEYING PRELIMINARY "CONFLUENCE BUSINESS PARK" SUBDIVISION PLAT for THE PORT OF HOOD RIVER LOCATION OF SURVEY:

THE REPLAT OF PARCEL 1 OF PARTITION PLAT No. 201112p AND TAX LOT 120. THIS TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, HOOD RIVER COUNTY, OREGON.

HOOD RIVER COUNTY SURVEYOR'S OFFICE

CS# DATE FILED: BY:



SCALE: 1" = 60' BASIS OF BEARING: HOOD RIVER COUNTY SURVEY No. 2008-036

Table with 3 columns: LINE, BEARING, DISTANCE. Lists lines L1 through L14 with their respective bearings and distances.

REGISTERED PROFESSIONAL LAND SURVEYOR FOR REVIEW OREGON December 30, 2009 ERIK M. CARLSON 72306 Expires: December, 2017

TERRA SURVEYING P.O. BOX 617 HOOD RIVER, OREGON 97031 PHONE: (541) 386-4531 E-Mail: terra@gorge.net www.terralandsurveying.com DATE: JULY 4, 2017 SCALE: 1" = 60' PROJECT: 16058Preplat ASSESSORS MAP: 3N-10E-25 TL'S 109, 115, 102, 133

REFERENCES: FILED FOR IN COUNTY SURVEYORS OFFICE. C.S. 9617, PARTITION PLAT, BY TENNESON ENGINEERING CORP. L.S. 872 FOR LUHR JENSEN & SONS, INC. ON JUNE 14, 1996. C.S. 2008 036, HORIZONTAL CONTROL, RECOVERY AND RETACEMENT BY TERRA SURVEYING, L.S. 72306 FOR OREGON D.O.T. ON MAY 1, 2008. C.S. 2009 012, B.L.A. BY COLUMBIA SURVEYING AND MAPPING, L.S. 60051 FOR CITY OF HOOD RIVER, ON MARCH 12, 2009. C.S. 2009 055, "WATERFRONT BUSINESS PARK" SUBDIVISION PLAT BY TERRA FOR THE PORT OF HOOD RIVER, FILED ON NOVEMBER 12, 2009. C.S. 2012 004, PARTITION PLAT, BY TERRA SURVEYING, L.S. 72306 FOR THE PORT OF HOOD RIVER, ON DECEMBER 30, 2011.

This page intentionally left blank.

Commission Memo

Prepared by: Michael McElwee
Date: July 18, 2017
Re: Airport Windmaster URA



On June 19, the Hood River County Commission, acting as the Windmaster Urban Renewal Agency, authorized an Urban Renewal District Plan Amendment that would allocate \$200,000 to the Port of Hood River. The funds would be used to help achieve the \$800,000 local match for the Connect VI state funding grant obtained for the North Ramp project.

Implementation of the Plan Amendment requires an Inter-Governmental Agreement (IGA) that describes the terms and conditions for the contribution of funds.

At their July 17 meeting, the County Board of Commissioners is expected to approve the attached IGA. This IGA was prepared after discussions between County and Port staff with review by counsel from both agencies. Staff will review the key terms of the IGA at the meeting and recommends Commission approval.

RECOMMENDATION: Authorize Inter-Governmental Agreement with Hood River County for Urban Renewal funding for the Ken Jernstedt Airfield North Ramp Project.

This page intentionally left blank.

Intergovernmental Agreement for Project Financing and Construction

This Intergovernmental Agreement is entered into by and between the Windmaster Urban Renewal Agency, an ORS chapter 457 public body (Agency) and the Port of Hood River, an Oregon Port District (Port)

Whereas:

1. The Windmaster Urban Renewal Plan (Plan) identifies the addition of Port airport facilities and improvements including to the ramp, apron, fuel facility, utilities, and to prepare shovel-ready pad sites (the “Project”), as a Project that will leverage private sector investment, promote economic development, add employment and increase the assessed value of property within the boundaries of the urban renewal plan;

2. The Project will accomplish key transportation, economic development and emergency response objectives while achieving goals identified in every Airport Master Plan since 1977. Port has obtained an Oregon Department of Transportation Connect Oregon VI 2016 Grant, identified available Port funds and has a tentative commitment for private sector funding to pay for a substantial portion of the Project;

3. Port has tentative commitments for substantial private sector development, including private sector employment, of the improved project site;

4. Port seeks an Agency contribution to complete Project financing and Agency finds that it is in the public interest to expend tax increment resources in furtherance of the Project on the terms and conditions specified in this Agreement.

NOW, THEREFORE, based on the mutual covenants herein and the mutual benefits to be realized by the Parties, the parties AGREE as follows:

1. Grant. Agency agrees to provide to Port the sum of \$200,000 to be used by Port exclusively for the construction of the facilities and improvements substantially as outlined in **Exhibit ‘C’**, on the terms and conditions herein. Payment in full shall be made within 10 days of the date that Port informs Agency that it is ready to commence the Project.

2. Use of funds. Port shall deposit Agency funds in a distinct Port account and shall use such funds, including any interest thereon, exclusively for payment of Project costs except that Port shall not use Agency funds to reimburse Port for internal costs, such as staff time and expenses related to the Project.

3. Competitive procurement. Port shall award all contracts for construction and related products and services through a competitive process, or take an exception from competitive

procurement, in accordance with Port's public contracting rules and regulations and applicable provisions of the Oregon Public Contracting Code. Port shall require payment of prevailing wages as required by state or federal law.

4. Repayment. It is the intent of the parties that use of Agency funds furthers the goals and objectives of the Plan. Accordingly, Port shall be obligated to reimburse Agency only as provided in this Section or for default as provided in Section 6.

4.1. Within 60 days of final completion of the Project, Port shall provide Agency with a summary accounting of expenditures and shall return to Agency unexpended funds including actual accrued interest on a prorated basis. Port shall provide Agency with such reasonable supporting documentation as Agency requests.

4.2. If Port fails to substantially commence Project construction on or before April 30, 2019, Port shall within 30 days return to Agency the entire amount granted herein, plus actual accrued interest. This Agreement shall terminate upon return of the funds. For purposes of this Section, "substantially commence" shall mean award of one or more contracts for actual construction in furtherance of the Project.

4.3. Within 24 months after completion of the Project, Port shall provide to Agency supporting documentation as that shall reasonably demonstrate the following:

a. The value of private sector investment in buildings, equipment, and related improvements reasonably attributable to the Project, or

b. The number of full time equivalent permanent new jobs reasonably attributable to the Project.

5. Bond Proceeds. It is anticipated that Agency will issue bonds to fund this grant to Port, with interest on the bonds excludable from gross income for federal income taxes. Port agrees to comply with all applicable provisions of the bond documents and Internal Revenue Code to protect the exclusion of interest on the bonds from federal income taxation.

6. Default and Remedies.

6.1. Port shall be in default of this Agreement if

(a) Port uses any Agency provided funds for purposes other than in furtherance of the Project, fails to materially comply with any applicable state laws or causes the grant funds to be subject to federal income taxation. Agency may terminate this Agreement and bring an action for specific performance or for recovery of the funds expended in breach of this provision, including interest;

(b) Port fails to timely repay Agency any funds due as provided for in Section 4. Agency may bring an action recover any such funds, with interest.

6.2. Agency shall be in default of this Agreement if Agency fails to timely provide the full amount of funds due as provided in Section 1. Provided Port is not in breach, Port may terminate this Agreement or bring an action to enforce Agency's obligation including an action for specific performance or payment of the amount due.

6.3. Before declaring a default, the Party alleging a default shall first provide 30 days written notice and opportunity to cure the alleged default.

7. Termination for other than default. Port may terminate this Agreement at any time provided that Port first repays to Agency the entire grant amount or such amount as agreed to by the parties, including actual accrued interest. Any such termination shall not prejudice the rights of the parties arising prior to termination.

8. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and assigns.

9. Assignment. None of the rights, interests, or obligations under this agreement will be assigned by any party without the prior written consent of the other party.

10. Third Party Beneficiaries. Nothing in this agreement is intended or will be construed to confer on any person, other than the parties to this agreement, any right, remedy, or claim under or with respect to this Agreement.

11. Independent Contractor. Port is an independent contractor and is not an officer, agent or employee of Agency. Port may not obligate or legally bind Agency in any way. Agency may not and will not control the means or manner by which Port performs the Project except as expressly provided herein.

12. Amendment. This Agreement may be amended only by an instrument in writing executed by all parties, which writing must refer to this Agreement. It is understood by the Parties that modifications to the Project may be necessary in the normal course of such projects. The parties shall cooperate diligently and in good faith to address such contingencies and shall not unreasonably refuse to agree to an Amendment.

13. Attorney Fees. The prevailing party in any legal action will be entitled to recover reasonable attorney fees and costs from the other party as set by the court after trial or upon appeal.

14. Notice. Any notices under this agreement will be in writing and effective upon personal delivery to the signatories below or two days after mailing, first class postage prepaid, to the person designated below, unless changed by written notice to the other parties:

To Port: Executive Director
 Port of Hood River
 1000 E. Port Marina Drive
 Hood River, Or 97031

To Agency: County Administrator
 Hood River County
 601 State Street
 Hood River, Or 97031

15. Discrimination. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status.

16. Merger. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this agreement.

17. Indemnity/Hold Harmless. Each of the parties agrees to indemnify and save the other harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever and to defend all claims, proceedings, lawsuits, and judgments resulting from, arising out of, or relating to the operations of its responsibilities under this agreement where the loss or claim is attributable to the negligent acts of omissions of that party. Each party shall give the other party immediate notice of any action or suit filed or claim made against that party which may result in litigation or legal action in any way related to this Agreement. The parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.

Adopted this day of 2017.

**WINDMASTER URBAN RENEWAL
AGENCY BOARD**

Robert Benton, Chair

Karen Joplin

Rich McBride

Ron Rivers

Les Perkins

Adopted this day of 2017.

PORT OF HOOD RIVER

Michael McElwee, Executive Director

EXHIBIT A

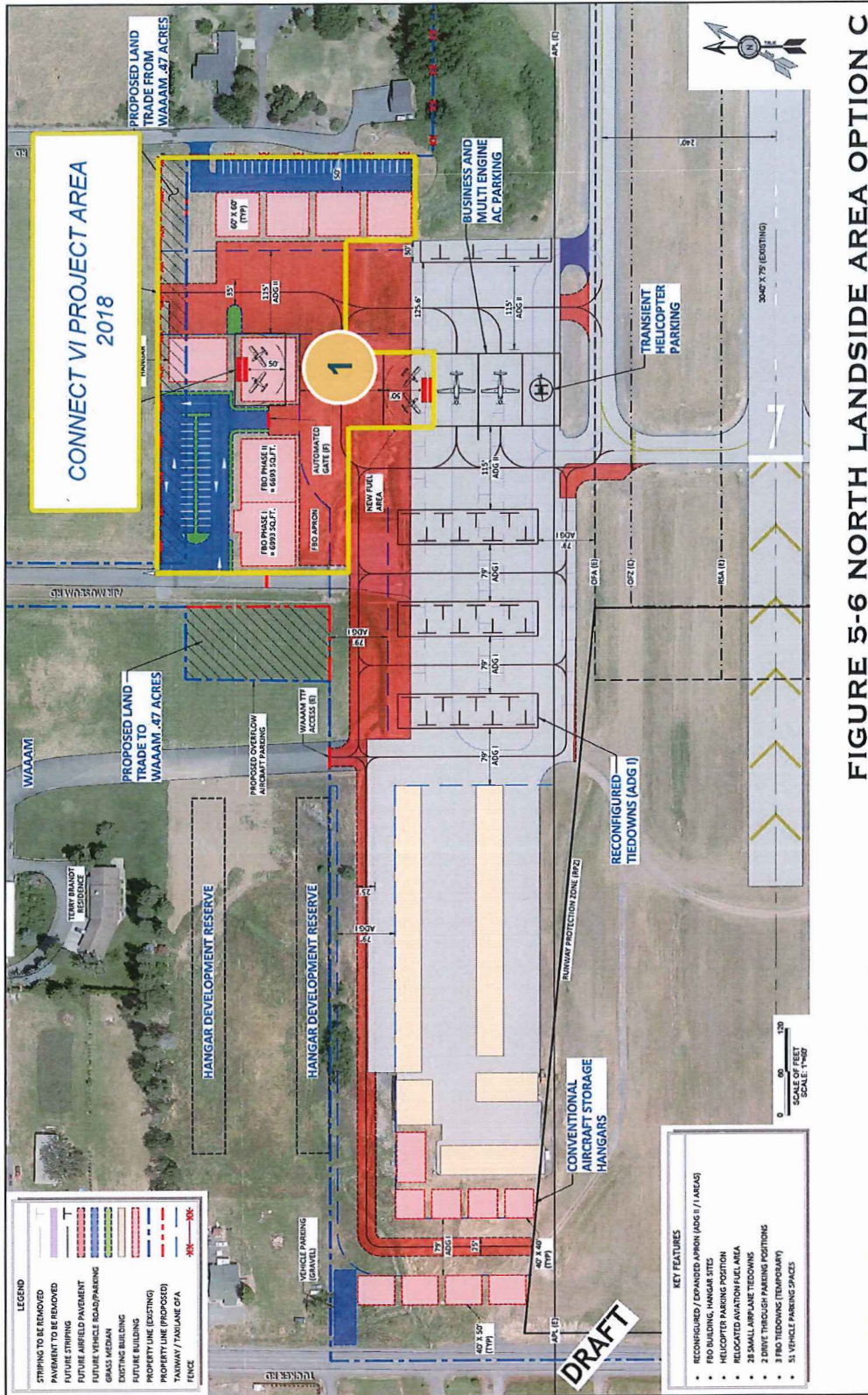


FIGURE 5-6 NORTH LANDSIDE AREA OPTION C

EXHIBIT B

CENTURY WEST ENGINEERING - CONSTRUCTION COST ESTIMATE					
HOOD RIVER KEN JERNSTEDT AIRFIELD NORTH APRON CONSTRUCTION CONNECT OREGON VI (REVISED)					
February 25, 2016					
Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
Base Bid: North Apron Construction					
1	Mobilization	LS	1	\$64,800.00	\$64,800
2	Temporary Flagging Marking and Signing	LS	1	\$2,500.00	\$2,500
3	Low Level Barricades	LS	1	\$5,000.00	\$5,000
4	Construction Staking	LS	1	\$25,000.00	\$25,000
5	Clearing and Grubbing	ACRE	3	\$1,000.00	\$3,000
6	Stripping	CY	2,200	\$10.00	\$22,000
7	Unclassified Excavation	CY	6,100	\$10.00	\$61,000
8	Embankment in Place	CY	4,000	\$10.00	\$40,000
9	Unsuitable Excavation	CY	100	\$15.00	\$1,500
10	Subgrade Stabilization	CY	100	\$40.00	\$4,000
11	Geogrid	SY	8,000	\$2.00	\$16,000
12	Geotextile Fabric	SY	8,000	\$1.00	\$8,000
13	Temporary Pollution and Erosion Control	LS	1	\$10,000.00	\$10,000
14	Subbase Course, P-154	CY	1,700	\$35.00	\$59,500
15	Crushed Aggregate Base Course (includes shoulder rock), P-209	TON	4,600	\$30.00	\$138,000
16	Bituminous Prime Coat, P-602	TON	10	\$700.00	\$7,000
17	Bituminous Surface Course, P-401	TON	2,000	\$100.00	\$200,000
18	Pavement Marking (First Application)	SF	1,000	\$1.50	\$1,500
19	Pavement Marking (Final Application)	SF	1,000	\$1.50	\$1,500
20	6" Perf. Corr. PE Underdrain w/ Porous Backfill No. 2	LF	1,500	\$16.00	\$24,000
21	6" Perf. Corr. PE Underdrain w/ CLSM or ABC Backfill	LF	70	\$30.00	\$2,100
22	Cleanouts	EA	18	\$400.00	\$7,200
23	Seeding	ACRE	1.0	\$1,000.00	\$1,000
24	4-4" Duct Crossing	LF	70	\$50.00	\$3,500
25	Concrete Duct Markers	EA	2	\$200.00	\$400
26	Elevated Reflectors, L-853	EA	30	\$150.00	\$4,500
CONSTRUCTION COST ESTIMATE (Base Bid)					\$713,000
Construction Contingency				30%	\$213,900
TOTAL CONSTRUCTION COST ESTIMATE (Base Bid)					\$926,900
Additive Alternate 1: Fuel Tank Relocation					
1	Purchase 100LL Fuel Tank	LS	1	\$200,000.00	\$200,000.00
2	Relocate Existing Avgas Fuel Tank	LS	1	\$150,000.00	\$150,000.00
3	Engineering Design and Construction Administration	LS	1	\$30,000.00	\$30,000.00
CONSTRUCTION COST ESTIMATE (Additive Alternate 1)					\$380,000.00
Sponsor Administration					\$7,500
Permits					\$1,600
Engineering Design (Assumed Port Construction Administration)					\$250,000
Total Estimated Project Cost					\$1,566,000

EXHIBIT C

CENTURY WEST ENGINEERING - CONSTRUCTION COST ESTIMATE					
HOOD RIVER KEN JERNSTEDT AIRFIELD NORTH APRON CONSTRUCTION UTILITY EXTENSION					
November 6, 2015					
Bid Item	Description	Unit	Estimated Quantity	Unit Price	Total Cost
Base Bid: Utility Extension*					
1	Mobilization	LS	1	\$25,000.00	\$25,000.00
2	Power	LF	950	\$30.00	\$28,500.00
3	Fiber	LF	950	\$30.00	\$28,500.00
4	Natural Gas	LF	850	\$25.00	\$21,250.00
5	Sewer	LF	1450	\$60.00	\$87,000.00
6	Water	LF	900	\$90.00	\$81,000.00
CONSTRUCTION COST ESTIMATE					\$271,250.00
Construction Contingency				40%	\$108,500.00
TOTAL CONSTRUCTION COST ESTIMATE					\$379,750.00
*Utility length based on approximate locates from the Master Plan					
Sponsor Administration					\$7,500
Permits					\$1,600
Engineering Design and Construction Administration					\$100,000
Total Estimated Project Cost					\$488,850

Commission Memo



Prepared by: Anne Medenbach
Date: July 18, 2017
Re: FAA Grant Agreement Contract

The Ken Jernstedt Airfield is an FAA obligated airport. This means that the Capital Improvement Projects (CIP) that take place are funded by the FAA at 90% with a 10% match from the Port. With these grant monies come obligations to follow federal contract and planning guidelines.

There are two Federal funding sources:

1. AIP/State Apportionment funds - these funds come straight from the FAA and the amounts depend on the predetermined CIP budgeted amount for that project.
2. NPE-Non-Primary Entitlement funds - these are funneled through the state and provide up to \$150,000 per year for CIP, and some maintenance.

Every October the Port, Oregon Department of Aviation, and the FAA get together and discuss the CIP's coming up for the year. Estimates for the projects are received from our consultants and grant dollars are budgeted with the FAA. This year the bid amounts came in higher than the estimates, thereby leaving gaps in funding. The original estimate was for \$1,150,000 which is what the grant amount was based on; the low bid came in at \$1,457,836.75.

The FAA prefers that the Construction Management (CM) number is not added to the project cost until the bid amounts are known. With CM, the actual total cost of the project is \$1,628,833.00 instead of \$1,150,000. This left a funding gap totaling \$478,833.00.

Staff worked with the FAA and ODA and was able to borrow \$111,011 from another airport NPE allotment. The Port also had \$52,000 of NPE's left over from past projects and \$150,000 in NPE's for this fiscal year.

The Port received a \$103,000 COAR grant from ODA in early spring. The Construction Management number was negotiated down by \$30,000 and the administration fee in the grant of \$10,000 is now assumed to be Port staff time. This left a \$162,389.57 gap for the Port to fill. The Port had \$130,000 budgeted and will pull the remaining \$32,389.57 funding authority from work to be done on the north side in 2017/18.

The FAA contract is not included in this packet. Staff has been told it will be available at the Tuesday Board meeting. If it is not available, staff is asking for approval once it has been received. It is a standard, non-negotiable contract that our legal counsel will review. In order to hit the construction window, approval cannot be delayed to the board meeting on August 1st.

Funding		Costs	
\$ 1,000,000.00	FAA- AIP	\$ 1,457,836.75	Construction
\$ 212,490.00	FAA-NPE	\$ 10,000.00	admin
\$ 111,011.00	FAA- NPE borrow	\$ 161,053.82	Construction Mngment
\$ 1,323,501.00	Total FAA funding	\$ 1,628,890.57	
\$ 103,000.00	COAR	\$ 202,389.57	Funding Gap
\$ 1,426,501.00			
Gap funding solution			
\$ 130,000.00	Budgeted for this project		
\$ 30,000.00	Construction mngment reduction		
\$ 10,000.00	Admin reduction		
\$ 32,389.57	Port funds pulled from North side project		
\$ 202,389.57			

RECOMMENDATION: Approve grant contract with the FAA for the South Taxiway & Apron Rehabilitation and Reconfiguration project at the Ken Jernstedt Airfield in the amount of \$1,323,501.00, subject to legal counsel review.

Commission Memo



Prepared by: Anne Medenbach
 Date: July 18, 2017
 Re: Crestline Construction Contract

Crestline Construction was the low bidder for the South Taxiway Rehabilitation and Reconfiguration contract. The project was anticipated to start in late June/early July. However, the FAA is just getting grant contracts out now.

Bid Tab - 5/16/2017:

Crestline Construction	\$1,457,779.75
K & E Excavating	\$1,535,822.00
Kodiak Pacific	\$1,590,832.14

The contract is for 75 working days. With a 2-day reduction for the Hood River Fly-in event, substantial completion is October 16th. Due to the lateness of the season, staff is working with Crestline to get submittals to the engineer before the contract is signed. Asphalt and concrete submittals are the most time consuming. Also, insurance and bonds should be received early next week.

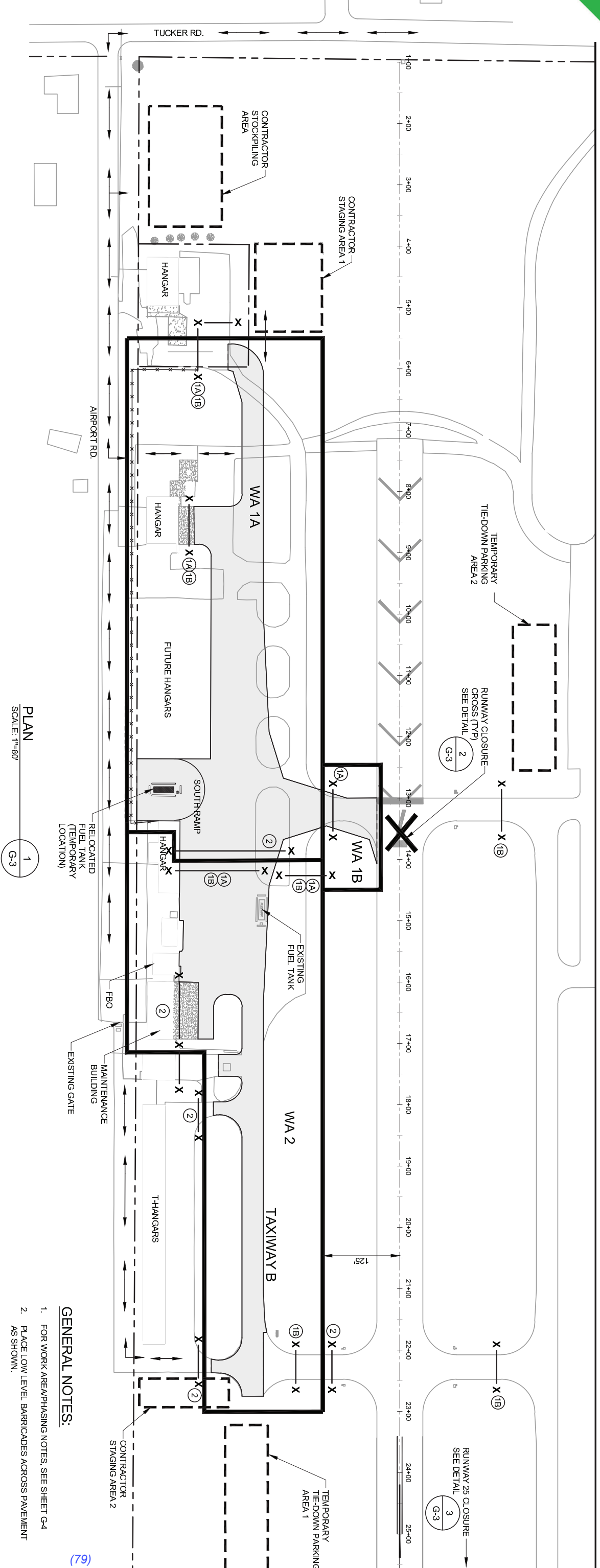
The proposed project schedule is as follows:

July 19	Contract award and execution
July 20-25	Notice to proceed- depends on submittals
July 27	Pre-con and project start
Sept 7-8	Project closed down for Fly in
October 16	Substantial completion
October 30	Final completion

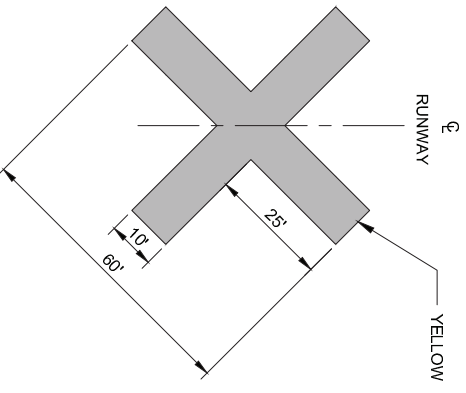
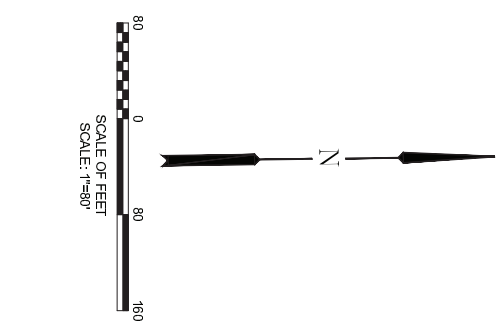
The contract execution and approval is contingent upon execution of the FAA grant contract. Staff would like to like to get the contract approved now, with this contingency because we risk losing the construction window if we push the contract timeline even further. That could potentially result in a delay and increased cost to the project, which we do not have budget for.

RECOMMENDATION: Approve contract with Crestline Construction Company LLC for the South Taxiway rehabilitation and reconfiguration project at the Ken Jernstedt Airfield, not to exceed \$1,457,836.75, subject to execution of FAA grant contract and subject to legal counsel review.

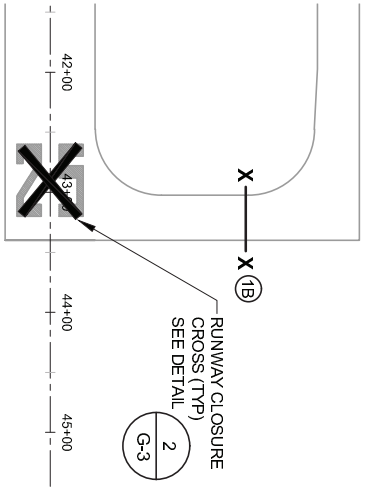
This page intentionally left blank.



PLAN
SCALE: 1"=80'



CLOSURE CROSS DETAIL 2
SCALE: 1"=20'



RUNWAY 25 CLOSURE DETAIL 3
SCALE: 1"=80'

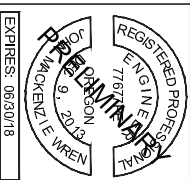
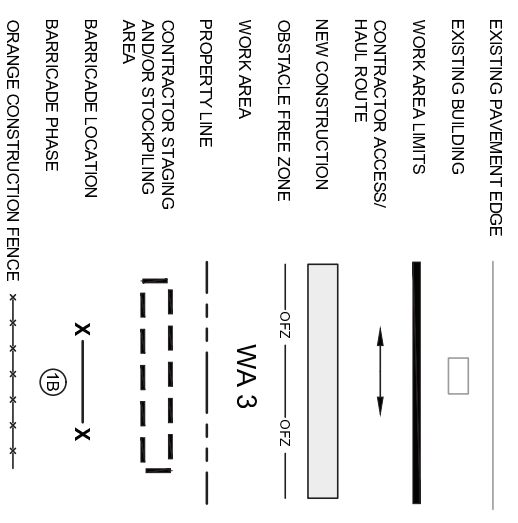
CLOSURE CROSS NOTES:

1. CLOSING CROSSES TO BE PROVIDED BY THE CONTRACTOR.
2. USE SAND BAGS OR OTHER METHODS, APPROVED BY THE ENGINEER TO SECURE CLOSING CROSSES.
3. PROVIDE 2 CLOSING CROSSES, ONE ON EACH END OF RUNWAY DURING RUNWAY CLOSURE.

GENERAL NOTES:

1. FOR WORK AREA/PHASING NOTES, SEE SHEET G-4
2. PLACE LOW LEVEL BARRICADES ACROSS PAVEMENT AS SHOWN.
3. ALL MATERIAL STOCKPILED THAT IS NOT INTEGRATED INTO THE PROJECT MUST BE HAULED OFF SITE.

LEGEND



VERIFY SCALES
BARS ONE INCH ON
ORIGINAL DRAWING,
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING
 PORTLAND OFFICE: 5531 SW MACDONALD AVE., #207, PORTLAND, OR 97239, 503.419.2130 OFFICE, 503.639.2710 FAX
 DESIGNED BY: JMW, DRAWN BY: SLK, CHECKED BY: JAK, SCALE: AS NOTED
 DATE: FEBRUARY 2017, PROJECT NO.: 12399J010J01

**PORT OF HOOD RIVER
 KEN JERNSTEDT AIRFIELD
 SOUTH PARALLEL TAXIWAY AND APRON REHAB PROJECT**
 SITE SAFETY/PHASING PLAN -
 WORK AREA PLAN
 DRAWING NO. G-3, SHEET NO. 3 OF 29

**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

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

WITNESSETH:

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

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

THEREFORE, IT IS AGREED AS FOLLOWS:

Terms of Performance

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

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

Contract Price:

Subject to the provisions of all Contract Documents and in consideration of the faithful performance of the terms and conditions thereof by the CONTRACTOR, PORT agrees to pay CONTRACTOR \$1,457,836.75, in the manner and at the times provided in the Contract Documents. The Contract price is for completing the Work. No alternates are included.

Contract Dates:

Project Start Date: 10 calendar days from issuance of Notice to Proceed.
Substantial Completion: 75 calendar days from Project Start Date

Liquidated damages

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

Representatives

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

Integration

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

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

CONTRACTOR

By _____

Its _____

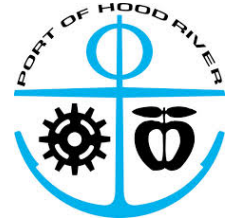
PORT OF HOOD RIVER

By Michael S. McElwee

Its Executive Director

This page intentionally left blank.

Commission Memo



Prepared by: Fred Kowell
Date: July 18, 2017
Re: P-Square Tolling System Support

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 was 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 the public.

The Port has engaged 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.

Specifically, P-Square will be on-call for issues that require troubleshooting as well as the continued development of the current system that is in place. This includes reporting capabilities, gateway development and lane issues (i.e., IDRIS loops, IDRIS controllers, lane controllers, and the interfaces with the Kapsch Transponder readers as well as gate functionality).

RECOMMENDATION: Approve Task Order 1 to Personal Services Agreement with P-Square for on-call tolling system support services not to exceed \$48,000.

This page intentionally left blank.

TASK ORDER 1
SCOPE OF SERVICES
for
ELECTRONIC TOLLING SYSTEMS SUPPORT AND DEVELOPMENT

July 18, 2017

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 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.

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, 2018. Notice to proceed to Consultant is assumed to be not later than August 11, 2017.

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 \$48,000. 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"

HDR ENGINEERING, INC.
"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

This page intentionally left blank.

Commission Memo



Prepared by: Anne Medenbach
Date: July 18, 2017
Re: Task Order No. 4 - Century West

Century West Engineering Corporation is the engineer of record at the Airport. They work on a task order basis from a master personal services contract. One of their services is project/construction management services and inspection for the South Taxiway and Apron Rehabilitation project.

The attached contract reflects a revised cost; a reduction to \$134,051.61. This covers an on-site inspector, meeting coordination and daily logs, paperwork and report filing, and FAA coordination.

RECOMMENDATION: Approve Task Order No. 4 with Century West Engineering Corporation for engineering services at the Ken Jernstedt Airport, in an amount not to exceed \$134,051.61, subject to legal counsel review.

Task Order Number 4
Ken Jernstedt Airfield, 4S2
Construction Management and Support services

This Task Order is made effective as of July 19, 2017, under the terms and conditions established in the Personal Services Contract, dated May 21, 2014 (the Agreement), between **Port of Hood River** (Owner) and **Century West Engineering Corporation (CWEC)**. This Task Order is made for the purpose of: providing project management and construction inspection and support services during construction of the South taxiway and apron rehabilitation project at the Ken Jernstedt Airport.

GENERAL

The scope of the project is to provide construction management and inspection services for proposed improvements at Ken Jernstedt Airfield.

In 2012/2013, Runway 7-25 was shifted approximately 580 feet to the east and the Runway 7 Runway Protection Zone (RPZ) was brought within Airport property. As part of the Runway shift, additional work was completed to bring the Airport into compliance with FAA ADG B-II standards. This work included the relocation of North Parallel Taxiway A to meet runway separation standards and removal and replacement of existing taxiway connectors to both Taxiway A and Taxiway B. In order to bring the Airport into full compliance with B-II standards, Taxiway B also requires relocation to meet runway separation standards. This construction project will remove the existing south parking apron, Taxiway B, and taxilane pavements and reconstruct new apron, taxiway, and taxilane pavements to meet B-II standards.

The improvements include:

1. Abandon or demolish the existing pavement inside of the Runway 7 RPZ.
2. Perform grading and obstruction removal (relocate existing fuel tank) based on the new Runway 7 taxiway separation requirements.
3. Partially/fully reconstruct and/or extend two (2) exit taxiways to connect the runway and south apron/taxiway.
4. Construct pavement underdrains for the new taxiway pavements.
5. Abandon or remove pavement surfaces between the runway and the south apron to meet B-II separation standards.
6. Reconstruct and reconfigure the south parking apron to conform to B-II standards.
7. Construct a new access taxilane to the southwest agricultural operations area.
8. Construct taxiway and apron pavement markings for the new configuration.
9. Install new L-853 elevated reflectors for all new taxiways.

PHASE I – PRELIMINARY DESIGN SERVICES

These services were performed previously under a separate agreement or work order.

PHASE II – FINAL DESIGN AND BIDDING

These services are being performed under a separate agreement or work order.

PHASE III – CONSTRUCTION SERVICES

Task 1 Project Management

1. Finalize work scope, schedule, and negotiate contract with the Port.
2. Carry out project administration during construction including, but not limited to monitoring construction and project schedules, coordination of project with the Port and FAA, monitoring and reporting technical and budget issues to the Port and FAA, preparation of monthly Century West Engineering invoices for submittal to the Port.
3. Assist the Port with information for use in Quarterly Progress Reports to the FAA.

Task 2 Construction Inspection and Support Services

1. Prepare a Construction Management Plan.
2. Facilitate and conduct a preconstruction conference, including safety training, at the airport. The meeting will be conducted by the project manager. The project manager and the resident inspector or project engineer will attend the meeting.
3. Century West Engineering shall prepare and submit weekly inspection reports to the FAA and the Port. Daily inspection reports will be prepared by the Resident Inspector each day the Resident Inspector is on site. Copies of daily inspection reports will be submitted to the Port. Assume 13 weekly submissions to the FAA.
4. Provide on-site observation during the project construction period. It is assumed that the construction period is 75 calendar days (11 weeks) until substantial completion and 15 calendar days (2 weeks) until final acceptance. An allowance of 50 hours a week will be made for on-site observations including travel to and from the site.

On-site activities include observing and reviewing contractor work for conformance with the contract documents, making field measurements, preparation of inspection reports, photographic documentation, addressing field questions, monitoring construction progress, conducting wage rate interviews, assembling and negotiating change orders (if required) and field verification of construction quantities for pay requests.

5. Up to 5 visits will be made to the site during construction by the project manager.
Up to 5 visits will be made to the site during construction by the project engineer.

6. Answer questions, provide clarifications, and prepare change orders. An allowance of 4 hours per week (over a 75 calendar day, 11 week period) will be made to cover this effort.

The Port and Century West Engineering recognize that construction is not controlled by Century West Engineering and that the compensation for services during construction is dependent on the actual construction time expended by the Contractor and unforeseen issues or delays that arise during the construction phase of the work, or outside the scope of this contract. The Port and Century West Engineering agree to negotiate additional time for questions and clarifications should the allowance be expended prior to final completion of the project. Any additional time negotiated will be agreed to in writing by both parties and will be amended to this scope of work.

7. Review contractor submittals for conformance with the contract documents. An allowance of 28 hours is made for this task.
8. Coordinate required closures and Notice(s) to Airmen (“NOTAMs”) with the Port. The Port will issue all NOTAMs.
9. Conduct weekly construction meetings with the Port, Project Manager/Engineer, Construction Superintendent, Construction Foreman, any pertinent subcontractors, Resident Inspector, and any other pertinent shareholders. Agenda shall be distributed prior to the meeting and minutes shall be distributed after conclusion of the meeting.
10. Prepare and confirm monthly construction pay estimates and submit to the Port. An allowance of 24 hours is made for this task.
11. Conduct quality assurance testing. Provide testing personnel and equipment necessary to perform quality assurance testing. Actual effort may vary depending on how the construction work is phased and executed. Additional testing, if required, will be conducted as extra work under an amendment of this scope if necessary.
12. Conduct and document periodic wage rate interviews.

Task 3 Final Inspection and Closeout

1. Conduct a final inspection with the Port, FAA, and contractor.
2. Prepare punch list items as necessary.
3. Prepare a final Construction Report in accordance with FAA requirements. Prepare administrative FAA forms, project close out, and sponsor certification forms for submittal to FAA by the Port.
4. Provide record drawings and as constructed information to the Port in hardcopy

(reproducible) and electronic format (AutoCad).

- 5. Update FAA Form 5320-1, Pavement Strength Survey. Provide Hardcopy and AutoCad file (AutoCad) to the Port.
- 6. Update the Airport Layout Plan with “as-constructed” information. (Utilize existing CAD drawing supplied by the Port.) Provide hardcopy and CAD copies to the Port. Three (3) signed copies shall be submitted to FAA for signature.

Schedule

CWEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

CWEC anticipates notice-to-proceed for this Scope of Services July 19, 2017 and anticipates task completion by October 30, 2017.

Compensation

In return for the performance of the foregoing obligations, Owner shall pay to CWEC the not to exceed amount of **\$134,051.61** based on the attached Fee estimate attached as Exhibit A. CWEC will provide a detailed list of labor hours per engineer grade with each invoice and a percent complete calculation.

IN WITNESS WHEREOF, Owner and CWEC have executed this Task Order as of the _____ day of July, 2017.

Port of Hood River
(Owner)

Century West Engineering Corporation
(CWEC)

Signature: _____

Signature: _____

Name: Michael McElwee

Name: _____

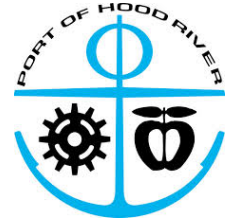
Title: Executive Director

Title: _____

EXHIBIT A
Port of Hood River - Ken Lernstedt Airfield - South Parallel Taxiway and Apron Rehabilitation Project
Construction Inspection Services - Fee Estimate
CWE Contract 12399.012.01
CENTURY WEST ENGINEERING CORPORATION
5/26/17

	Principal Engineer	Sr. Project Manager	Project Engineer	Resident Engineer	CADD Designer	Clerical	Total Hours	Total Fees
Phase 3 - Construction Services								
Task 1: Project Management								
Finalize Work Scope, schedule and negotiations	2	8	2	0	0	2	14	\$2,164.00
Construction administration	0	24	6	0	0	16	46	\$5,886.00
Assist with Quarterly Progress Reports	0	2	1	0	0	2	5	\$589.00
Subtotal Task 1:	2	34	9	0	0	20	65	\$8,639.00
Task 2: Construction Inspection and Support Services								
Prepare Construction Management Plan	1	2	16	0	0	2	21	\$2,380.00
Conduct Pre-construction Conference	0	8	8	0	0	2	18	\$2,382.00
Prepare Weekly Inspection Reports	0	4	12	0	0	2	16	\$1,952.00
On-site Full Time Inspection (11 weeks @ 50 hours/week)	0	8	24	550	0	12	594	\$55,882.00
Project Manager/Engineer Site Visits	0	24	24	0	0	0	48	\$6,672.00
Questions/Change Orders/Clarifications	1	16	28	0	0	0	45	\$5,924.00
Review Submittals	0	4	24	0	0	0	28	\$3,212.00
Coordinate NOTAMS with FAA, Port	0	0	6	2	0	0	8	\$916.00
Conduct Weekly Construction Meetings	0	14	14	0	0	0	28	\$3,992.00
Monthly Pay Estimates	0	0	20	4	0	0	24	\$2,472.00
Coordinate QA Testing	0	0	6	0	0	0	6	\$630.00
Conduct Periodic Wage Rates Interviews	0	0	0	6	0	0	6	\$558.00
Subtotal Task 2:	2	80	182	562	0	16	842	\$867,922.00
Task 3: Final Inspection and Closeout								
Conduct Final Inspection	0	6	6	6	0	0	18	\$2,226.00
Prepare Punch List	0	4	2	2	0	0	4	\$396.00
Prepare Final Construction Report	2	4	20	24	0	4	54	\$5,732.00
As-Constructed Drawings	0	2	8	8	32	0	50	\$5,002.00
Update 5320-1 Form	0	2	8	0	8	0	18	\$1,954.00
Update ALP w/ "As-Constructed" Info	0	2	0	0	4	0	6	\$730.00
Subtotal Task 3:	2	16	44	40	44	4	190	\$16,040.00
Century West Expenses								
Pre-Construction Conference		138	\$ 0.535	1	1.1			\$81.21
PM/PE Site Visit for Weekly Meetings		138	\$ 0.535	10	1.1			\$812.13
Resident Engineer Travel to Airport		138	\$ 0.535	12	1.1			\$974.56
Resident Engineer Lodging			\$ 91.00	55	1.1			\$5,505.50
Resident Engineer Per Diem			\$ 51.00	60	1.1			\$3,366.00
Final Inspection		138	\$ 0.535	1	1.1			\$81.21
Copies								\$50.00
Postage								\$100.00
Printing								\$500.00
Plotting								\$150.00
Phase 3 - Task 2 - Material Testing Subcontractant								\$11,000.00
Subtotal Subcontractants and Expenses								\$22,620.61
Total Hours	6	130	235	602	0	44	1057	-
Total Fees	\$1,296.00	\$22,990.00	\$24,675.00	\$35,986.00	\$0.00	\$4,224.00	\$2,760.00	\$134,051.61

Commission Memo



Prepared by: Fred Kowell
Date: July 18, 2017
Re: 6C Transponder Issuance and Cost

With the new technology that the Port implemented over the last month, we now use a separate tag that has a protocol called (6C). This protocol is unique to the western region of the United States, and is the protocol tolling authorities in all western states will use going forward. Although our current Seago tags can be read by the new 6C tag readers, we will eventually (over the course of 12-18 months) need to phase-out the older Seago tags. The reason is that the western region will all be using one protocol, 6C, from San Diego, CA to Vancouver, BC and as far west as Hawaii and east as Denver, CO. There is a nation-wide push by the Federal Transportation Administration via the IBTTA to segment the country by regions and to use specific protocols within each region. This will allow for tolling authorities to pass tolls between entities from a customer's base tolling authority. However, in the mean time we will need to start issuing the new 6C tag which has a fully burdened cost of \$5 per tag. This is a significant reduction from our \$15 per tag that we will phase out. We also have a moveable tag that will be phased out as well. The moveable tag has a cost of \$30.

Over the next 2-3 months, staff will develop a phase-out process for our older tags. We will try to make it as easiest as possible for our customers and limit foot traffic into our office.

We don't see changing our existing policy except for the cost of a transponder. Currently, we allow one household a free transponder to entice the use of electronic tolling. We want to continue this policy since it has grown the use of electronic tolling.

RECOMMENDATION: Authorize staff to begin issuance of 6C transponders effective August 1, 2017 for a cost of \$5, and maintain the existing policy of one free tag per household.

This page intentionally left blank.