

PORT OF HOOD RIVER COMMISSION
Tuesday, August 2, 2016
Marina Center Boardroom

Regular Session Agenda
5:00 P.M.

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30 minute limit)
 3. Consent Agenda
 - a. Approve Minutes of July 19, 2016 Regular Session (*Laurie – Page 3*)
 - b. Approve Lease Amendment No. 3 with Hood River Yacht Club for Moorage Shell Dock (*Anne – Page 9*)
 - c. Approve Contract with SME for Marina Fueling Equipment Not to Exceed \$13,992.05 (*Genevieve – Page 13*)
 - d. Approve Proclamation of Appreciation for David Ray Meriwether (*Michael – Page 19*)
 4. Reports, Presentations and Discussion Items
 - a. Storm Water Treatment Plan for Lot #1 (*Andrew Porter, Port Intern – Page 21*)
 - b. Tolling Revenue Forecast (*Fred – Page 23*)
 - c. FY 2016-17 Executive Director’s Work Plan (*Michael – Page 27*)
 5. Director’s Report (*Michael – Page 33*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve Task Order No. 2 with Century West Engineering Corporation for South Taxiway Design Services Not to Exceed \$175,349.35 (*Anne – Page 39*)
 - b. Approve Contract with Vaisala Inc. for AWOS Ceilometer Upgrade Not to Exceed \$25,026.00 (*Anne – Page 51*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations; and ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees
 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.*

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**Port of Hood River Commission
Meeting Minutes of July 19, 2016 Work Session and 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 Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, Andrew Porter, and Laurie Borton

Absent: Commissioner Jon Davies

Media: None

President Brian Shortt called the Work Session to order at 5:00 p.m. for the purpose of discussing the Hood River Bridge Replacement Project. This was the second in a series of Work Sessions discussing various aspects and strategies that will culminate with a public outreach meeting to review the outcomes.

Michael McElwee, Executive Director guided the Commission through the discussion that now begins to narrow the direction of approaches to consider and to affirm whether or not the goals, assumptions and timelines will lead toward construction of a new Interstate Bridge by 2025. Continued refinement through Work Session discussions will also guide staff in preparation for an outreach meeting in September.

The following assumptions were outlined – a new bridge will cost \$300 million (this includes removal cost of the existing bridge); tolls will continue and will be higher, safe operations of the current bridge will be required for its long-term preservation until a replacement commitment is certain; and current bridge net revenue of \$600,000-700,000/year needs to be preserved. Another assumption discussed that is not guaranteed but should be looked to as an objective is receiving some compensatory value for the current bridge.

From an initial list of options presented in the first Work Session, two primary approaches emerged as the most feasible for concurrent consideration until a preference is identified. They were summarized as follows:

- 1) ODOT ownership – funding commitments are secured by the Port and the Port completes pre-development tasks (FEIS, ROW acquisition for example), then the Oregon Department of Transportation assumes project control through construction. Due to significant uncertainty about ODOT's willingness to engage on the project further modeling of this approach and legislative advocacy needs to be investigated prior to more dialogue with ODOT.
- 2) Port/Private Partnership – the Port enters into a partnership with a private firm to design, permit and construct a new Port-owned bridge with a long-term operations agreement. No staffing costs are assumed and the partner would set the toll rate to cover their debt equity and other rights to cover their risks. A public process to request interest, qualifications, and proposals (RFI, RFQ, and RFP) would identify the private partner.

McElwee then reviewed team members and an approximation of costs for tasks to be completed through July of 2017; he then stated the Commission needs to determine if the Port should pursue this significant effort. Key issues that will continue to be considered include legal questions and risks associated with bridge replacement and tolling; state agency support for participation in a new bridge; Port expenditures necessary to facilitate planning and modeling; the impact of loss of bridge revenue on Port operations; and the need to operate the current bridge for safety and long-term preservation until a replacement commitment is certain. ***There was Commission consensus this effort was moving in the right direction.***

President Shortt ended the Work Session at 6:00 p.m. The Regular Session meeting of the Port Commission immediately followed.

1. **CALL TO ORDER:** President Shortt called the Regular Session meeting to order at 6:00 p.m.
 - a. **Modifications, Additions to Agenda:** ORS 192.660(2)(f) Exempt Public Records was added to the agenda for Executive Session.

2. **ELECTION OF OFFICERS FOR 2016-17:**

Motion: Move to reappoint same slate of officers for FY 2016-17.

- President**– Brian Shortt
- Vice President**– Fred Duckwall
- Secretary**– Jon Davies
- Treasurer**– Rich McBride

Move: Duckwall
Second: McBride
Vote: **Aye:** Duckwall, McBride, Shortt, and Streich
Absent: Davies

MOTION CARRIED

President Shortt inquired if any Commissioner would like to consider a different committee appointment for FY 2016-17. Hearing none, the decision was made to entertain a motion at this meeting rather than defer action to the August 2 meeting.

Motion: Move to reappoint current internal and external committee appointments for FY 2016-17.

- Airport Advisory**– Duckwall, Streich
- Budget**– All Commissioners, by statute
- Finance**– Secretary and Treasurer, by governance
- Personnel**– President and Vice President, by governance
- Waterfront Recreation**– McBride
- Marina**– Shortt
- PNWA**– President or designee and Executive Director or designee
- Urban Renewal**– Streich, Davies
- Gorge Innoventure**– Development & Property Manager
- MCEDD**– Port of Hood River, Port of Cascade Locks, Port of The Dalles rotation every two years (currently Port of Cascade Locks)

Move: McBride
Second: Duckwall
Vote: **Aye:** Duckwall, McBride, Shortt, and Streich
Absent: Davies

MOTION CARRIED

3. **PUBLIC COMMENT:** None.

4. **CONSENT AGENDA:**

- a. Approve minutes of June 23, 2016 Work Session and Regular Session
- b. Approve accounts payable to Jaques Sharp Attorneys at Law in the amount of \$8,759
- c. Approve ratification of Landlord’s Waiver and Consent and Addendum to Landlord’s Release with Umpqua Bank for equipment to be used by pFriem Brewery operations at the Halyard Building

Motion: Move to approve Consent Agenda.
Move: Duckwall
Second: Streich
Vote: **Aye:** Duckwall, McBride, Shortt, and Streich
Absent: Davies

MOTION CARRIED

5. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:

a. Expo Site Project Update, Arthur Babitz and Claudia von Flotow, Key Development: Babitz and von Flotow informed the Commission another revision to the Disposition and Development Agreement (“DDA”) would be presented to the Commission at a later date. The building, as designed for Turtle Island on the Expo lot, would be quickly outgrown. The building will be redesigned with the same basic footprint and the activity schedule will be revised for construction next spring instead of this summer.

b. Bridge Signage Plan Progress Update, Nate Schroeder and Kate Petak, DKS & Associates: Schroeder and Petak presented their findings of an initial needs assessment of Bridge signage on Port property and the Oregon and Washington approaches. The plan will look at signage simplification, best placement, and conformance to MUTCD standards (Manual on Uniform Traffic Control Devices). Schroeder did not anticipate that there would be any issues with revisions to ODOT or WSDOT signage since the cost would be borne by the Port. DKS intends to provide staff with a draft plan by the end of July and a final plan in early September. ***There was Commission consensus that the draft plan did not need Commission review.***

c. Insurance Coverage Update, Scott Reynier, Columbia River Insurance: Reynier noted the Port’s property and casualty insurance renewed in January and that Workers’ Compensation coverage renewed earlier this month. Airport insurance renews in August and 2016 is the end of a 3-year guarantee; Reynier did not anticipate a change in premiums moving forward. Reynier commented the time is right to look at other opportunities for Bridge insurance; agents in addition to Durham & Bates have expressed an interest and comparisons will be available for staff review in November. McElwee commented that throughout the Bridge allision claim Reynier had been responsive and professional in looking after the Port’s interests. Shortt thanked Reynier, McElwee, and legal counsel Jerry Jaques for their work during this effort.

6. DIRECTOR’S REPORT: McElwee thanked the front office staff of Jean Hadley, Melissa Child, Janet Lerner and Laurie Borton for handling the busy summer traffic in the front office. Stafford Bandlow engineers will be on site next week to complete some necessary wiring for skew monitoring in preparation for live testing of the lift span that is anticipated the first week in August.

7. COMMISSIONER, COMMITTEE REPORTS:

a. Urban Renewal: A meeting was not held in July.

b. PNWA Summer Conference [agenda addition]: Shortt and Genevieve Scholl, Communications & Special Projects Manager, provided a brief report on their attendance at the Pacific Northwest Waterways Association summer conference June 27-29 in Walla Walla.

8. ACTION ITEMS:

a. Approve Reappointment of Columbia River Insurance as Insurance Agent of Record for FY 2016-17:

Motion: Move to approve reappointment of Columbia River Insurance as Insurance Agent of Record for FY 2016-17.
Move: Duckwall
Second: Streich

Vote: **Aye:** Duckwall, McBride, Shortt, and Streich
 Absent: Davies

MOTION CARRIED

b. Approve Reappointment of Pauly, Rogers and Co., P.C. as Auditor of Record for FY 2016-17:

Motion: Move to approve reappointment of Pauly, Rogers and Co., P.C. as Auditor for FY 2016-17.
Move: McBride
Second: Duckwall
Vote: **Aye:** Duckwall, McBride, Shortt, and Streich
 Absent: Davies

MOTION CARRIED

c. Approve Contract with Summit Strategies for Federal Advocacy Services Not to Exceed \$78,000 Plus Reasonable Reimbursable Expenses:

Motion: Move to approve contract with Summit Strategies for federal advocacy services not to exceed \$78,000 plus reasonable reimbursable expenses subject to legal counsel review.
Move: McBride
Second: Duckwall
Discussion: The Port’s monthly retainer is \$5,000 and \$1,500 for Hood River County.
Vote: **Aye:** Duckwall, McBride, Shortt, and Streich
 Absent: Davies

MOTION CARRIED

d. Approve Intergovernmental Agreement with Hood River County for Advocacy Services Performed by Summit Strategies:

Motion: Move to approve Intergovernmental Agreement with Hood River County for advocacy services performed by Summit Strategies.
Move: Duckwall
Second: Streich
Vote: **Aye:** Duckwall, McBride, Shortt, and Shortt
 Absent: Davies

MOTION CARRIED

e. Approve Contract with Thorn Run Partners for State Advocacy Services Not to Exceed \$54,000 Plus Reasonable Reimbursable Expenses:

Motion: Move to approve contract with Thorn Run Partners for state advocacy services not to exceed \$54,000 plus reasonable reimbursable expenses subject to legal counsel review.
Move: McBride
Second: Duckwall
Discussion: Jaques commented that he had reviewed the contract and the termination clause under the General Conditions was flexible; he was satisfied with the agreement.
Vote: **Aye:** Duckwall, McBride, Shortt, and Streich
 Absent: Davies

MOTION CARRIED

9. COMMISSION CALL: Shortt stated that he would not be available to attend the August 2 meeting.

10. EXECUTIVE SESSION: Regular Session was recessed at 7:05 p.m. The Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions; ORS 192.660(2)(f) Exempt Public Records; and ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees.

11. POSSIBLE ACTION: The Commission was called back into Regular Session at 8:35 p.m. No action was taken as a result of Executive Session.

12. ADJOURN: At 8:35 p.m. there was unanimous approval for a motion from Commissioner Duckwall to adjourn the meeting.

Respectfully submitted,

Laurie Borton

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

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Prepared by: Anne Medenbach
Date: August 2, 2016
Re: Hood River Yacht Club - Dingy Storage

The Hood River Yacht Club has leased two storage racks from the Port since 2013. These house small shell boats on C dock. The lease for these racks expired June 30, 2016 and HRYC would like to renew for another year.

RECOMMENDATION: Approve Addendum No. 3 to Lease with Hood River Yacht Club for Shell Dock racks through June 30, 2017.

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ADDENDUM NO. 3 TO LEASE

Whereas, the Port of Hood River ("Lessor") and Hood River Yacht Club Inc. ("Lessee") entered into a lease of 2 storage racks on C Dock, Hood River Marina, Hood River, OR, effective June 10, 2013 ("Lease"); and;

Whereas, on June 10, 2014, Lessee and Lessor executed Addendum #1 to the lease, which lowered the rate per boat space from \$26 down to \$25 for one year and;

Whereas, Lessee and Lessor executed Addendum #2 to the lease which raised the rental rate back up to \$26 and extended the lease through June 30, 2016;

Therefore, it is agreed: the Lease term is renewed through June 30, 2017 at a rental rate of \$26 per month per boat space.

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

DATED THIS _____ DAY OF _____ 2016.

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

By: _____
Brian Douglas, Commodore, Hood River Yacht Club, Inc.

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Prepared by: Genevieve Scholl
Date: August 2, 2016
Re: Marina Fuel Pump Replacement

The fuel dispenser in the Marina is in need of replacement. The dispenser is outdated, has a broken face plate and meter dials but most importantly, no automatic back flow shut off. Replacement is required to bring the facility up to modern safety standards.

The project includes removal and proper disposal of the existing dispenser and installation of a new dispenser on the existing pedestal as well as new nozzles, breakaways, swivels, and whip hoses. Staff sought quotes from two local contractors and received only one response; from SME Solutions, LLC. Total project cost quoted is \$13,992.05.

Staff will submit a Small Grants application to the Oregon State Marine Board (OSMB) for 50% of the project cost (\$6,996). Staff expects notice of award for the grant within 14 days.

RECOMMENDATION: Approve contract with SME Solutions, LLC for fuel dispenser replacement in the Hood River Marina not to exceed \$13,992.05, contingent upon grant approval from OSMB.

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10107 South Tacoma Way, Suite 2-A
Lakewood, WA 98499
253-572-3822

2800 NW 31st Ave
Portland, OR 97210
503-205-7777

Fax: 253-572-0978

QUOTATION

DATE: 6/9/16
QUOTE # 0609163at

TO: Marina for Port of Hood River
Attn: John Mann, 541.399.9228, jmann@portofhoodriver.com
PROJECT: Marina for Port of Hood River
1000 E. Port Marine View Dr.
Hood River, OR 97031
541.490.6186
SUBJECT: Provide, Remove and replace fuel dispenser on marina dock. Prevailing wages do not apply.

THANK YOU FOR YOUR INQUIRY. WE ARE PLEASED TO SUBMIT THIS PROPOSAL FOR YOUR CONSIDERATION.

REFERENCE	QUANTITY	QUANTITY AND DESCRIPTION	Unit Price	AMOUNT
1		Scope of Work		
2		Load dispenser and mobilize to site.		
3		Secure work area.		
4		Lock out Tag out electrical to dispenser.		
5		Disconnect electrical and product lines to dispenser.		
6		Remove existing dispenser from pedestal, and remove from dock.		
7		Set new dispenser on existing pedestal and plumb product lines and electrical		
8		Install new nozzles, break a ways, swivels & whip hoses		
9		Remove Lock Out Tag Out equipment		
10		Purge and calibrate dispenser meters.		
11		Return dispenser to normal operations.		
12		Return to shop with used dispenser and properly dispose.		
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21				
22		Schedule of Pricing		
23	1	Labor: (Prevailing Wage does not Apply)	\$3,467.20	3,467.20
24	1	Materials:	\$10,454.85	10,454.85
25				
26		Notes and Exclusions:		
27		#1) Quote assumes all existing equipment is operational and does not include any repairs to existing systems. #2) Prevailing wages do not apply.		
28				
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38				
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40				
			Tax Rate	
			Sub-total	13,922.05
			Tax	
			Est. Freight	n/a
			Total	13,922.05

Payment terms

1. **Materials down, \$10,454.85, or PO in lieu of deposit. Balance due net 10. Please obtain a CSF.** Lien notices will be filled for jobs over \$3,000.00. Lien releases will be issued only upon final payment. Quotation includes estimated Sales tax. Sales tax for applicable items will be added to the final invoice.

Testing

2. Quotations for testing do not guarantee a passing test result. SME Solutions LLC will make all reasonable attempts to achieve a passing test at the time the test is performed. This does not include the repair or replacement of any parts or equipment. Failed test are the sole responsibility of the customer and repairs made during testing will be billed per section 21. Full payment of the cost of the testing, whether passed or failed, will be the customer's responsibility and all balances for testing work are due at the time of invoice. Failure to pay for testing work will result in withholding testing results and refusal to perform any additional work for the customer.

System Upgrades

3. SME Solutions LLC is not responsible for customer's loss of revenue or profit. Additional charges will be assessed for delays outside of our control as well as charges associated with software malfunction, network connectivity or back-office issues. Estimated site downtime is based on equipment performance as published by the supplier or manufacturer. Hours in excess of the estimated project duration are billed as extra. Quote is for work performed during normal business hours. All work performed outside of normal business hours will be additionally billed at premium rates regardless of the cause. PLU and other advanced dealer option programming is not included.

SME Solutions LLC Suite A-2
10107 South Tacoma Way
Lakewood, WA 98499

SME Solutions LLC
2800 NW 31st Ave.
Portland, OR 97210

Initial I agree to contents of page 1 _____

Date: 6/9/16

Quote # 0609163at

THIS QUOTE VALID FOR 60 DAYS FROM DATE OF QUOTATION.

1. QUOTATION TERMS & CONDITIONS

1. It is understood and agreed that SME Solutions LLC. ("SME") shall not be liable to the recipient ("Customer") of SME's Quotation to which these Terms & Conditions are attached and made a part for all purposes, for any loss, damage, or delays occasioned by fire, strikes, or material stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts, weather, floods, freight embargoes, causes incident to national emergencies, war, or any other causes beyond the control of SME. Prices used in the Quotation are based upon present prices, work performed during normal business hours and upon the condition that the Quotation will be accepted within 60 days. Premium rates will apply to all work done outside of normal business hours regardless of cause. Any typographical errors are subject to correction without penalty to SME. Any terms inconsistent with those stated herein, and any additional terms, which may be part of Customer's purchase order or any other documentation provided by Customer, are hereby acknowledged by Customer to be rejected by SME in their entirety and will not be binding on SME in any manner.

2. Upon acceptance by the Customer, this Quotation and its related plan and/or specifications agreed to between SME and the Customer and signed by both parties, shall constitute the entire agreement and description of work to be performed ("Contract"); neither SME nor Customer will be bound by any oral representations or other statements of any kind made by any person. The project will be constructed according to plans and specifications which have been examined by the Customer and which have been or will be signed by both SME and Customer. Except as expressly provided in 5 below, any work not expressly described in the Quotation, including and dewatering and any related disposal work, is excluded, and no other project work shall be performed without prior written authorization of both SME and Customer as may be provided on a SME's change order form describing the agreed terms including the price for such additional work.

3. The Contract price is based on the following mutual assumptions: (i) that the project site and adjoining land are not filled ground or hardpan and the bearing capacity of the ground exceeds 1,000 pounds per square foot and is stable, and contains no rock formations or boulders; (ii) that there are no septic tanks, pipe lines, conduits, electric lines, sprinkler lines or any other obstructions other than those indicated on the plans; (iii) that no underground or surface water conditions will interfere with the work; and (iv) that no surcharge engineering will be required. If any of the site conditions should vary from the above-assumptions requiring additional work or materials to complete the work under the Contract, or should the Customer order additional work, SME shall be paid for same as agreed upon in the subject change order.

4. The Contract price shall not include costs and disbursements required for obtaining permits or licenses or any other authorization required by governmental agencies or any other public (or quasi-public) authorities, unless specifically included. The Customer will pay assessments and charges required by governmental agencies or any other public (or quasi-public) authorities, and any utilities, for financing or repaying the cost of sewers, storm drains, water service, and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges and the like. All permits and plan preparation will be performed at SME's current time and material rates and cost mark ups. Prices quoted for plans and permits are estimates only.

5. The Customer agrees that SME may make any changes in plans or construction which may be required to conform to existing or future building codes, zoning ordinances, or other requirements of inspecting public or quasi-public authorities or governmental agencies, or utility companies. Additional work required to conform to such codes, ordinances, or requirements shall be paid for by the Customer in addition to the contract price at SME's rate indicated on an agreed upon change order.

6. SME will only be responsible for damage to underground services (septic tanks, pipe lines, conduits, electric lines, sprinkler lines, etc.) when they have been properly and accurately indicated and marked on the plans prior to beginning excavation.

7. The liability of SME for defects or malfunctions of materials and equipment installed is limited to the warranties and guarantees of the manufacturers and/or suppliers of said materials and/or equipment. ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. All estimates of site down time are based on equipment performance as published by the supplier or manufacturer. SME will not be held liable for delays outside of SME's control. Customer will be liable for hours in excess of estimates which will be performed at SME's current time and material rates and cost mark ups. SME shall not be held liable for any loss of profits or revenues caused by the work described in this Quotation.

9. In the event of cancellation by Customer of this Contract, Customer agrees to reimburse SME for all incidental expenses incurred by SME to enter into this Contract, including SME's expenses to prepare the Quotation, plus SME's standard mark up.

10. This entire Contract or any portion of the work to be done hereunder may be assigned or subcontracted by SME at SME's discretion.

11. Contract payments shall be due and payable as provided in the Quotation. Payment of any additional work is due upon presentment of SME's invoice. In the event any payment is not made as specified, SME may at its option declare the entire balance owing immediately due and payable in full, and may stop work until full payment is made. Customer agrees to pay a service charge of 1 1/2% per month on all overdue amounts until paid. In the event any portion or all of an account remains unpaid 90 days after billing, Customer shall pay all costs of collection, including reasonable attorney's fees.

12. Any controversy or claim arising out of or relating to this Contract, or a breach thereof, shall first be submitted to non-binding mediation. Customer and SME agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. If any such claims or disputes are not settled within a reasonable time after any party first request mediation, but on no event exceeding 60 days from such request, the same shall be submitted to Small Claims Court if within its jurisdiction. If the amount in dispute exceeds its jurisdiction, the matter shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, SME is expressly permitted to file a contractor's or mechanic's lien and initiate any legal action for enforcement of any such lien. The court or arbitrator may award a reasonable attorney fee and/or costs of collection to the prevailing party. All proceedings commence under this agreement including any mediation or arbitration, shall be conducted in Pierce County, and any and all Small Claims Court actions shall be filed in Pierce County.

Initial I agree to contents of page 2 _____

Date: 6/9/16

Quote # 0609163at

13. In recognition of the relative risks, rewards and benefits of the project to both Customer and SME, the risks have been allocated such that Customer agrees that, to the fullest extent permitted by law, SME's total liability to Customer for any and all injuries, claims, losses, expenses, damages or claim arising out of this Contract from any cause or causes, shall not exceed the labor charge amount paid by Customer to SME under this Contract. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

14. Customer shall, to the fullest extent permitted by law, indemnify and hold harmless SME, its officers, directors, employees, agents and any other representatives from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties named above of the services under this Contract, excepting only those damages, liabilities or costs attributable solely to the gross negligence or willful misconduct of SME.

15. If the proposed scope of work under this Contract is pending approval from any local or state governmental or regulatory agencies, the State of Washington, and/or the Federal EPA, including but not limited to the City and/or County Fire, Building, Electrical, Plumbing, or Environmental Health Departments and any local AQMD, and any changes or additional requirements as may be ordered by any such regulatory or public entity will be mutually agreed upon by Customer and SME as part of a change order.

16. SME guarantees the quality of the workmanship for a period of one year from the date of completion of its work. This warranty is limited to **workmanship only** and does not include any labor, parts, testing, trouble shooting, or replacement of any manufacturer's defective or failed equipment. Any warranties for new equipment and parts are solely between the buyer/owner of the equipment and the manufacture of the equipment. Any request made by Customer, his/her employees or agents, for SME to repair or replace any piece of equipment for any reason is the sole responsibility of the owner of the equipment and will be billed to Customer at SME's current time and materials ("T&M"), equipment rates and mark-ups. It is the sole responsibility of the equipment buyer/owner of the equipment to understand the terms and conditions of any and all warranties for equipment. Customer acknowledges and agrees that most manufacturer warranties do not include any labor charges.

17. The compatibility of any equipment and parts provided by Customer are the sole responsibility of Customer. Any replacement, repair, modification, trouble shooting, or additional components required to make any Customer provided system compatible, whether new, used or existing equipment or parts, will be billed to Customer at SME's current T&M rates plus materials and mark-ups. This includes but is not limited to payment network compatibility, electrical and plumbing requirements, code compliance, software and programming, satellites or any piece of equipment or part not provided by SME in the Quotation or under a change order. Additional charges will be assessed for delays including but not limited to software malfunction, network connectivity or back-office issues. PLU and other advanced option programming is excluded. It is the dealer's responsibility to verify all programming/pricing is accurate prior to technician leaving site.

18. It is the responsibility of Customer, at the time a request for a quotation is made, to disclose all requirements for insurance, endorsements, certifications, prevailing wages, reporting, or any conditions required by Customer for the performance of the proposed work in compliance with applicable laws. SME may request copies of permits to operate, plans, testing results, and site information at any time during the performance of the proposed work. Failure to disclose this information may result in additional charges. Failure to disclose site conditions that directly affect the performance of the work outlined in the Quotation may result in additional charges.

19. Quotations for testing do not guarantee a passing test result. SME will make all reasonable attempts to achieve a passing test at the time the test is performed. This does not include the repair or replacement of any parts or equipment. Failed tests are the sole responsibility of Customer, and repairs made during testing will be billed at SME's current T&M rates plus materials and markups. Full payment of the cost of the testing, whether passed or failed, will be Customer's sole responsibility and all balances for testing work are due at the time of invoice. Test results will not be released or filed with regulators, and no further work will be performed by SME, until charges are paid in full.

20. All Contract payments will be COD unless provided otherwise by existing credit terms agreed to by SME. Customer will pay any deposit required as indicated in the Quotation with the balance due upon completion of the work (or in installments or progress payments as described in the Quotation). Lien notices may be filed by SME for any Contract work. Lien releases will be issued only upon final payment. Quotation may or may not include sales, use or similar local taxes. All applicable sales, use and any other local tax will be added to SME invoices.

21. The Quotation will become a contract between the Customer and SME at the time it is accepted by Customer. To accept the Quotation and enter into a binding contract for the work specified therein, Customer must sign below. No work will begin until the signed Quotation is received by SME. Cancellation of the Contract may result in charges to Customer for non returnable equipment, parts restocking, permit and planning work and the like. A portion or all of Customer's deposit may be retained for payment of the foregoing charges.

22. For all items referring to T&M pricing above, the Rate Sheet attached to Schedule C of the Maintenance and Repair Agreement between SME and Customer will apply. In the event that no such agreement is in place, the following rates apply:

- Labor: \$88.00 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Travel: \$88.00 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Electrical: \$95.00 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Travel: \$95.00 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Mileage: \$0.98 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Parts: List Price
- Subcontract: Cost +20%
- Equipment Rental: Market Rate

TO ACCEPT THE QUOTATION TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED, PLEASE DATE AND SIGN WHERE INDICATED BELOW:

Owner or Authorized Representative:

SME Solutions, LLC

Signature: _____

Signature: Arnie Tryner

(Print) _____

(Print) Arnie Tryner

Title: _____ Date: _____, 20____

SME Solutions LLC Suite A-2
10107 South Tacoma Way
Lakewood, WA 98499

SME Solutions LLC
2800 NW 31st Ave.
Portland, OR 97210

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INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

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Proclamation of Commendation and Appreciation

DAVID RAY MERIWETHER

WHEREAS, The Port of Hood River District is located within Hood River County, Oregon; and

WHEREAS, the Port has had a longstanding and positive working relationship with Hood River County Commissioners and staff; and

Whereas, David Ray Meriwether is retiring as the Administrator of Hood River County after 15 years of dedicated and effective public service; and

WHEREAS, Mr. Meriwether has served Hood River County and Columbia River Gorge community with distinction; and

WHEREAS, Mr. Meriwether has earned the respect of the general public his professional colleagues and will be missed by Commissioners and staff at the Port of Hood River;

Now, therefore, on this 2nd day of August, 2016, in recognition of his exemplary service, the Port of Hood River Commission does hereby convey this Proclamation of Commendation and Appreciation to David Ray Meriwether.

Jon Davies

Fred Duckwall

Rich McBride

Brian Shortt

Hoby Streich

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Prepared by: Andrew Porter
Date: August 2, 2016
Re: Lot 1 Stormwater Treatment Plan



Lot 1 represents a 9.50-acre parcel of land owned by the Port of Hood River that is currently in an undeveloped state. Lot 1 is zoned Light Industrial and is designated as an area within the Waterfront Overlay Zone as defined in 17.03.130 of the City of Hood River Waterfront Refinement Plan. As of August 2016, there have been two separate conceptual plans for Lot 1 development that have been prepared by the Port of Hood River. Group Mackenzie submitted the "Lot 1 – Preliminary Concept Plan" in February 2013 and Walker Macy put forth the "Lot 1 – Development Plan" in February 2016. Both proposals and current designation within the Waterfront Overlay Zone place an emphasis on sustainable development while still serving the economic and aesthetic needs of the community.

The Walker Macy concept plan served as a starting point for the Lot 1 Stormwater Treatment Plan (STP) developed by the Port of Hood River engineering intern Andrew Porter. Input was provided by former Hood River City Engineer Dave Bick, KPFF Consulting Engineers, Bell Design, and Gary Lindemyer. The STP builds on the Walker Macy proposal of on-site detention and treatment of stormwater runoff through an examination and hydraulic modeling of the treatment alternatives proposed by Walker Macy. Additionally, the STP explores the possibility of designing a "shared" or "festival" street along N. 1st St. between Portway Avenue and the planned extension of Anchor Way. A street of this nature could be shut down at different points throughout the year to allow street festivals to take place along the designated area of N. 1st Street.

The following provides a summary of the key conclusions from the STP regarding the Lot 1 site:

- Further geotechnical investigations should be undertaken to confirm the suitability of soil conditions to detain and infiltrate stormwater runoff.
- Non-Mechanized Biofiltration Systems, commonly referred to as bioswales, can be installed to provide water quality and quantity treatment for stormwater runoff for up to 90% of 24-hour rain events.
- Vegetated conveyance systems can be used to transport runoff from impervious surfaces to bioswales and can be installed at strategic locations throughout the Lot 1 site to assist with stormwater treatment and conveyance.
- Stormwater runoff can also be managed through various environmentally-conscious systems, including green or blue roofs, pervious pavement, and limiting conversion of existing pervious surfaces to impervious ones.
- Common festival street characteristics, including the elimination of curbs between the sidewalk and street, a uniform elevation cross section, and textured pavements in

order to separate the pedestrian and vehicular areas, could be implemented along a section of N. 1st St. to create a festival style street in that area. Various cities locally and internationally have experimented with festival street layouts to a high degree of success.

In terms of moving forward with development of the Lot 1 site there should be more research done with regards to investigating the area to confirm that on-site stormwater quality and quantity control measures with regards to runoff treatment would meet City of Hood River and Oregon Department of Environmental Quality design standards. If soil conditions are suitable for sustainable stormwater management systems including bioswales and vegetated conveyance systems, then further exploration of implementing such management systems should be done.

RECOMMENDATION: For Information.

Commission Memo



Prepared by: Fred Kowell
Date: August 2, 2016
Re: Toll Rate Discussion Related to Bridge Replacement

During the July 19 Bridge Replacement Work Session, the Commission requested development of various scenarios related to toll rate increases to fund local match requirements for bridge replacement.

In pulling together various rate structures, it is important to factor customer behavior in how a customer pays for tolls with respect to cash vs Breezeby. As the rate changes between a cash customer and a Breezeby customer widens, Port revenues do not necessarily move in the same fashion. This is due to cash customers switching to Breezeby for the discounted rate.

In trying to model this behavior, I used some of our own history of cash tolls versus Breezeby. Today, our cash customers are decreasing as our Breezeby accounts increase as a percent of revenues. Although, our revenue mix today is 50/50 between cash and Breezeby customers, the impact of moving to a cash rate of \$1.25 from \$1.00 and leaving the Breezeby rate at \$.80 alone, will move the percentage of Breezeby customers from 50% to 62%. That said, there is a fixed number of customers who do not live in the area who will never use Breezeby. This group makes up about 25% of our customer base.

In the attached spreadsheet, I have tried to determine the revenue changes resulting from this behavior when rates change between cash and Breezeby; as we look forward to funding the required local match for the Final EIS and for the eventual replacement of the bridge.

Although there are quite a few variables (i.e., interest rate and cost changes over 40 years) the outcome is that the Port could keep rates close to \$2 per crossing if federal and/or state funding is secured. There is a scenario with private investment that is harder to model since their rate of return is unknown. Finally, I have depicted if the Port doesn't receive state funding and what the rates would need to be to replace the bridge.

RECOMMENDATION: Discussion.

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PORT OF HOOD RIVER
Various Scenarios for Possible Bridge Replacement

Toll Increase	Toll Rate		Additional Revenues		Equity Debt Service	Additional Debt	Current Debt	CPI	Toll Variance	Comment
	Cash	ETC	Cash	ETC						

EIS Federal Grant Match Option 1: Increase cash tolls to \$1.25 and ETC to \$0.95

\$ 0.25	\$ 0.15	\$ 1.25	\$ 0.95	\$ 235,495	\$ 191,167	\$ 426,662	\$ 375,015	\$ 3,300,000	\$ 43,811	\$ 7,836	Tax Exempt Debt - 10 years, 2.5%
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EIS Federal Grant Match Option 2: Increase cash tolls to \$2.00 and leave ETC at \$0.80

\$ 1.00	\$ -	\$ 2.00	\$ 0.80	\$ 941,981	\$ -	\$ 941,981	\$ 872,079	\$ 3,300,000	\$ 43,811	\$ 26,091	Tax Exempt Debt - 4 years, 2.5% <i>Recommended Option</i>
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Replacement Bridge Option 1: Port issue \$59 million in debt, Washington and Oregon provide \$30 million each.

\$ 1.00	\$ 0.70	\$ 2.00	\$ 1.50	\$ 775,749	\$ 1,008,473	\$ 1,784,222	\$ 2,024,345	\$ 51,000,000	\$ 43,811	\$ 16,066	Tax Exempt Debt - 40 years, 2.5%
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Replacement Bridge Option 1a: Port issue \$70 million in debt, Washington and Oregon provide \$25 million each.

\$ 1.00	\$ 1.00	\$ 2.00	\$ 1.80	\$ 997,391	\$ 1,219,094	\$ 2,216,425	\$ 2,460,969	\$ 62,000,000	\$ 43,811	\$ 11,645	Tax Exempt Debt - 40 years, 2.5%
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Replacement Bridge Option 2: Private/Public Ownership with 90 year term.

\$ 1.25	\$ 1.20	\$ 2.25	\$ 2.00	\$ 969,686	\$ 1,728,812	\$ 2,698,498	\$ 120,000,000				Transfer of funds to Port for General fund and Waterfront.
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Replacement Bridge Option 3: Port issues \$120 million bond

\$ 2.00	\$ 1.70	\$ 3.00	\$ 2.50	\$ 1,551,498	\$ 2,449,150	\$ 4,000,648	\$ 4,763,166	\$ 120,000,000			Keep same level of expenditures except debt.
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	Option 1	Option 1a	Option 2	Option 3
Replacement Bridge	\$ 300,000,000	\$ 300,000,000	\$ 300,000,000	\$ 300,000,000
Less: Federal Grant @ 60%	\$ (180,000,000)	\$ (180,000,000)	\$ (180,000,000)	\$ (180,000,000)
	\$ 120,000,000	\$ 120,000,000	\$ 120,000,000	\$ 120,000,000
Less: Port	\$ (59,000,000)	\$ (70,000,000)		
Private Equity Partner**	\$ 61,000,000	\$ 50,000,000		
State(s) Transportation funding	\$ 30,500,000	\$ 25,000,000		

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Prepared by: Michael McElwee
Date: August 2, 2016
Re: Draft FY 16/17 Executive Director Work Plan

Attached is my proposed work plan for the 2016/17 fiscal year. I have prepared this draft based on priorities identified in our Strategic Business Plan and Board direction embodied in the FY 16/17 Budget, as well as my assessment of expected project and policy needs over the next 11 months. As always, this plan will guide priorities for all Port staff, not just myself. Please review this list and consider additions or modifications. Based on Commission direction at the August 2 meeting, I will finalize the work plan.

RECOMMENDATION: Discussion.

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**EXECUTIVE DIRECTOR
WORK PLAN
FY 16/17**

**DRAFT
For Commission Review
August 2, 2016**

Action:	Expected Completion	Actual Completion
I. <u>FINANCIAL MANAGEMENT</u>		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Prepare a model that estimates tax increment generation and debt capacity within the WURA	10/15/16	
2. Obtain approval for new financial software	4/01/17	
II. <u>REAL ESTATE DEVELOPMENT & PLANNING</u>		
<i>Goal: Create significant, positive momentum toward development of the Port's Waterfront properties consistent with community objectives.</i>		
1. Ensure successful construction completion and implementation of DDA with Key Development.	06/30/17	
2. Ensure successful construction completion and implementation of DDA with Sheppards.	03/30/17	
3. Confluence Business Park (Lot #1):		
• Prepare a preliminary subdivision plan application for Commission Approval	11/10/16	
• Prepare a Public Improvement Development Agreement for Commission Consideration	4/10/17	
• Prepare a draft Urban Renewal Infrastructure Plan & Financing Agreement for Commission Review	5/1/17	
4. Complete installation of site utilities on Lower Mill Redevelopment Site.	9/10/16	

III. WATERFRONT RECREATION

Goal: Maintain and enhance the waterfront as a prime recreation area to support economic development objectives and Strategic Plan goals.

- | | |
|---|-----------------|
| 1. Prepare Plans and permit application for new Transient Boat Dock | 6/15/16 |
| 2. Prepare and implement fee-based parking & enforcement plan for Port waterfront properties | 5/15/17 |
| 3. Scope alternatives for replenishment of beach areas at Event Site and Nichols Basin and prepare Corp/DSL Permit. | 10/15/16 |
| 4. Determine eligibility of SDC funding for small recreation projects and obtain funding for one. | 11/15/16 |

IV. TRANSPORTATION/AIRPORT

Goal: Complete significant transportation improvements to enhance development objectives.

- | | |
|---|-----------------|
| 1. Ensure a thorough assessment of existing ETC system is complete and adequate technical support is in place. | 03/30/16 |
| 2. Ensure successful implementation of new tolling system. | 06/30/16 |
| 3. Complete bidding and complete construction of repairs to Aux. Trusses. | 04/01/17 |
| 4. Complete bridge signage plan and installation of primary recommended signs. | 5/15/17 |
| 5. Bridge Replacement efforts | |
| A. Prepare assessment of three financing scenarios including P3 options. | 10/30/16 |
| B. Prepare and implement a strategy to seek State funding if a transportation bill is passed in the 2017 legislative session. | 06/30/17 |
| C. Issue an RFQ and identify a private partner and initiate negotiations. | 02/1/17 |
| D. Organize Bridge "Summit." | 10/31/16 |
| E. Prepare FASTLane Application for Commission review and approval. | 04/01/17 |
| 6. Complete MOU for North Ramp Project and obtain Commission approval. | 10/1/16 |

7. Complete engineering for S. Taxi-way Project. 4/30/17

V. ECONOMIC DEVELOPMENT

Goal: Ensure that the Port’s role in regional economic development activities is clearly defined. Confirm that the objectives are identified and adequate resources are in place to be successful.

1. Increase participation within OneGorge Coalition 02/01/15

VI. COMMUNICATIONS & COMMUNITY RELATIONS

Goal: Increase the understanding and awareness of the Port’s activities; identify opportunities for successful partnerships with key public agencies and private business; and participate in the life of the Hood River area community.

1. Prepare an updated Communications Plan for Commission review and approval. 1/15/17

VII. GOVERNANCE & BOARD COMMUNICATIONS

Goal: Evaluate the Board’s governance and communications policies and provide recommendations for improvements.

1. Update board & staff training policy. 04/15/16

2. Ensure successful transition of organization & management of Safety Committee. 03/01/16

VII. PERSONNEL MANAGEMENT

Goal: Ensure that appropriate personnel policies are in place.

1. Evaluate step ladder and associated staff compensation for personnel and recommend changes. 03/30/17

VII. MAJOR NEW OR UNPLANNED INITIATIVES

The following section allows for projects that are not planned but may be added to the Work Plan based on Commission direction.

<u>Action Description:</u>	Expected Completion	Date Complete
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Executive Director's Report

August 2, 2016

Staff & Administrative

- Engineering intern Andrew Porter will work his last day for the Port on Thursday, August 11. He will depart soon thereafter for the University of Pennsylvania. Andrew has been a very positive addition to the office this summer and has worked hard and independently on a stormwater plan for Lot #1. Retired City Engineer David Bick has provided professional engineering mentorship to Andrew.
- Genevieve and I met with Insitu Manager of Government Relations, Jill Vacek last week to discuss Insitu advocacy support for the bridge replacement project. Insitu, and Jill in particular, have been very supportive of OneGorge advocacy efforts.

Recreation/Marina

- It appears now that PacifiCorp will install the wiring and switchover of the power supply on the Marina Green by mid-August.
- Repairs to the Commercial Dock were made at a cost of \$2,400. The bill has been forwarded to American Cruise Lines for payment. Due to high winds July 26 the Queen of the West captain was uncomfortable bringing the ship into the dock or making a bow landing inside of the breakwater, so the scheduled overnight stop in Hood River was cancelled for that night.
- The Downwind Small Craft Race that took place the week of July 18 was a big success but brought in many more participants than expected and caused some notable challenges for Port operations. We will debrief with the event organizers and make adjustments if the event occurs next year.
- Sharon and John Chow, our Event Site hosts, continue to provide semi-weekly updates about their observations and activities at the Event Site. These reports are always very thorough and informational and much appreciated by staff.
- Port employee and volunteer firefighter Robert Riggleman has received kudos from the kiting community for his response to an injured kiter at the Sandbar on July 26. Upon seeing the serious kiting accident, Robert sprinted out to the Sandbar from the Event Site to provide first aid. According to a post on NWKite.com, the kiter suffered a concussion but was very grateful to Rob and the Hood River EMTs for their help.

Development/Property

- Beam Construction has installed the water line, power, gas, and fiber and has stubbed out the sewer. The bioswale and roadway will be complete within a week. Staff reports

that Beam has done a great job and has been very accommodating throughout the project.

- Staff met with Vista Geoenvironmental and Schott & Associates regarding the wetland permitting. Vista is near completion of the engineering for the 1200-C permit and will move on to design drawings afterwards. The project remains on schedule for permit submission September 1.
- The Chamber Building deck painting project is complete; a great job done by Hood River Painting.



Airport

- The County has informed the Port that they will be seeking payment of \$20,000 that was a term in the 2011 Orchard Road Vacation Agreement. The payment was conditioned on confirmation of adequate funding for a project to improve sight distances on Tucker Road. Funding is now available to the County from ODOT and the project will likely commence next year.
- The County recently approved an amendment to the Windmaster Sewer Urban Renewal District that approved funding for improvements to Barker Road and to meet the match for ODOT's Tucker Road project. I discussed the possibility of additional URA funds to support utility work for the North Ramp project with County staff and have retained Elaine Howard to do a simple feasibility assessment.
- The Oregon Transportation Commission (OTC) accepted the recommended list of Connect VI projects. The Aviation Technology and Emergency Response Center is still ranked 15th. The OTC will meet August for final approval action.
- Kudos to Jay Cruz for airport preparations ahead of the September 10th Fly-In event. Last year over 400 planes that flew in and this year's event is expected to be the biggest yet.

Bridge/Transportation

- I am discussing alternatives to resolve the HDR damage claim with our general counsel and expect to have recommendations by the second meeting in August.
- An electrical engineer from Stafford Bandlow Engineers (SBE), Gorge Electric electricians, and Port staff commenced wiring changes to the Lift Span on July 26. Installation of an inclinometer and live testing are expected to occur the week of August 8. I have informed the USCG of this schedule.
- The contract with Thorn Run is now signed. A work session to fully orient the firm and to begin mapping out a strategy for the 2017 legislative session is scheduled for August 11.
- Staff has begun preparation of an RFQ to identify an engineering firm to carry out a Final EIS for the bridge replacement project. This solicitation will likely be issued at some point later this year or next. We will brief the Commission and seek approval prior to issuance.

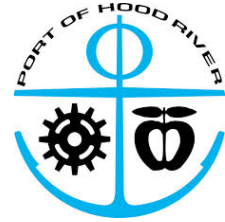
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AUGUST 2016

Commission Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																																															
	1	2 Commission Mtg 5pm Absent: Shortt	3	4	5	6 ES: Gorge Cup non exclusive Picnic Shelter resv. Clothing Benefit Marina Park																																																																																																															
7 ES: Gorge Cup non exclusive CGWA Swap Meet Jenson Lot Clothing Benefit-MP	8 URA Board Streich, Davies	9 Queen of the West	10 Queen of the West	11	12 Clothing Benefit Marina Park	13 Picnic Shelter resv.																																																																																																															
14 Picnic Shelter resv.	15 KIHR Radio, 8am	16 Commission Mtg 5pm w/work session	17 American Pride	18 Marina Committee, 8am Shortt	19 Picnic Shelter resv.	20 Concert - Marina Green																																																																																																															
21 Picnic Shelter resv.	22	23 Queen of the West	24 OneGorge, 3pm Stevenson	25	26	27 Picnic Shelter resv.																																																																																																															
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<p>Notes: Michael: vacation Aug. 19, 25-29</p>																																																																																																																					

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Prepared by: Anne Medenbach
Date: August 2, 2016
Re: Century West Engineering - Task Order No. 2

Century West Engineering Corporation (“CWEC”) is the engineer of record for all Airport Improvement Projects funded with FAA funds. The Port signed a 5-year contract with CWEC in May of 2014.

Task Order No. 1 in the contract included completion of the Master Plan. The plan was completed this spring and is currently awaiting final FAA approval.

Task Order No. 2 includes the design work for the south taxiway reconfiguration; scheduled to begin construction in spring of 2017.

As part of the process, the Scope of Work was also sent to a third party engineering company for comparison bidding; an FAA requirement. The FAA has approved the Scope of Work. This project is eligible for FAA grant monies at a 90/10 split. A grant application was submitted to the FAA last week and is anticipated to be approved with no issue.

RECOMMENDATION: Approve Task Order No. 2 with Century West Engineering Corporation for design of the south taxiway reconfiguration at the Ken Jernstedt Airfield in an amount not to exceed \$175,349.35.

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TASK ORDER NUMBER 2

Ken Jernstedt Airfield 4S2

This Task Order is made effective as of _____, 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 design services for the reconfiguration of the south taxiway at Ken Jernstedt Airfield.

GENERAL

The scope of the project is to provide engineering design and bidding services for proposed improvements at Ken Jernstedt Airfield. Plans, technical specifications, and bidding documents will be prepared for bidding/solicitation of the work. Construction administration and observation services will be provided under a separate agreement.

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 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 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

Task 1 Project Management

1. Finalize work scope and negotiate contract.
2. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the Port and FAA, monitoring and reporting technical and budget issues to the Port and FAA, and preparation of monthly consultant invoices for

submittal to the Port.

3. Prepare project DBE goals and DBE plan update.
4. Attend pre-design meeting with the Port and FAA via telephone conference.
5. Coordinate project team and sub-consultants.
6. Conduct in-house quality control for each element of design.
7. Prepare FAA grant application for Port signatures.
8. Provide a project advertisement in various publications for project bidding.

Task 2 Design Surveying

1. Reestablish horizontal (NAD 83/91) and vertical control (NAVD 88) for survey work at the Airport. Establish one (1) benchmark for elevation control and a minimum of two (2) additional points for horizontal control.
2. Conduct a topographic survey of the existing south side taxiway system, infield/safety areas, and apron areas where work was previously performed as part of the 2012/2013 Runway Shift Project.

Survey data, on pavement surfaces, shall be collected at cross sections (or grid if appropriate) on a 25' (maximum) interval. Survey data, off of pavement surfaces, shall be collected at cross sections (or grid if appropriate) on a 50' (maximum) interval.

The limits of topographic surveying cover a majority of the Airport property encompassing approximately ten (10) acres.

The topographic survey shall show existing pavement striping/markings, edge lights and reflectors, signs, ditches, swales, drainage structures, pipelines, fences, buildings, tie-down anchors, pavement edges (AC and PCC) gravel areas, utilities, test pits, pavement core locations, NAVAIDS and other structures or surface features within the survey limits.

3. Contact the utility notification ("one call") center to request utility locates within the survey limits. Engage a private utility locate firm to locate on-airport electrical utilities.
4. Using the data collected from survey develop a digital terrain model of the area surveyed.
5. Develop a contour map at a scale of 1"=50' for use in the design. The contour interval shall be 0.5 feet.
6. Elevations on pavement areas, and for drainage structures shall be accurate to 0.01 feet and natural ground elevations shall be accurate to 0.10 feet.

Task 3 Geotechnical Investigation

1. Perform a site investigation including excavation of two (2) test pits to depths of 2 to 10 feet (depending on refusal/basalt rock depth), collection of soil samples for laboratory testing, and preparation of field logs.
2. Core the existing apron/taxiway pavement in a minimum of three (3) locations. Determine the thickness of the existing asphalt pavement, depth of existing base material, depth of existing subbase material, and depth to native subgrade. Determine the moisture content of the native subgrade soil underneath the existing pavement at each core location. Prepare a tabulation of all core data. Patch core holes with non-shrink grout.

3. Examine the collected soil samples in the laboratory and conduct the following tests:
 - 2 CBR tests;
 - 2 Standard Proctor tests;
 - 2 Atterberg limit determinations;
 - 2 sieve analysis;
 - Unit weigh and moisture content determination for each sample taken;
 - FAA soil classification for each sample taken.
4. Prepare a preliminary soils report presenting preliminary findings, test results and recommendations. Review and discuss findings and recommendations with the Engineer, prior to preparing a final report. The report shall specifically include recommendations regarding pavement underdrains, frost considerations for pavement section design, the potential for encountering unsuitable materials.
5. Prepare a final soils report presenting final recommendations, findings and test results

Task 4 Environmental and Cultural Resources

1. Request information from the Oregon Natural Heritage Information Center (ORNHC), NOAA Fisheries, and the US Fish and Wildlife Service to identify any rare, threatened, and endangered plant and animal species that have been documented within the vicinity of Ken Jernstedt Airfield.
2. Conduct a site visit to review site conditions. Review background information such as past environmental documentation and species life cycle and habitat requirements. Performing species surveys to document presence of ESA-listed species is outside this scope of services.
3. Summarize results of site visit, identified regulatory requirements, and potential listed species impacts in a technical memorandum. If appropriate habitat for protected species is not present within the study area, the technical memorandum will also describe how the improvements to the Airport will have no effect and not require further consultation with NOAA Fisheries or the US Fish and Wildlife Service.
4. Depending on the presence of suitable habitat and the impacts and regulatory permitting requirements, additional study, agency coordination, or other tasks may be necessary. Other activities outside of this scope of services include species surveys, plant survey, and preparation of a Biological Assessment. Should these, or other activities, be necessary, the Consultant will prepare a separate scope and fee for such activities.
5. Assemble a technical memo summarizing previous cultural resource surveys and the findings of those surveys in relation to the current project and the new Area of Potential Effect.
6. Prepare a CatEx report that includes documentation obtained in the previous tasks. Complete the FAA CatEx Form for submission with the CatEx report. Request a determination from the FAA on the eligibility of the project to be categorically excluded from further NEPA review. With the above documentation, FAA has assured us that the determination would be favorable for the project. Additional survey, consultation, documentation, and/or assessment that could be required in the event of an unfavorable determination are not included as part of this task.

Task 5 Preliminary Design

1. Review past mapping, plans, documents and other available information pertaining to the project.
2. Make recommendations and prepare the design for surface and subsurface drainage of the project area. Drainage features may include inlets, pipes, underdrains, ditches, swales, manholes and other appurtenances to provide site drainage.
3. Prepare a pavement section design. The basis of the pavement section design will be light aircraft (30,000 lbs, SWG design). The pavement section design assumes a new section for new pavements. Prepare FAA Form 5100-1 and FAA Form 5320-1 as part of the pavement design.
4. Prepare preliminary plan and profile for the south partial parallel taxiway.
5. Prepare preliminary plan and profile for the extension of one (1) exit taxiway.
6. Prepare preliminary plan and profile for the taxilane to the agricultural operations area.
7. Prepare preliminary plans for the reconfiguration of the south apron and relocation of the existing fuel tank.
8. Prepare an erosion control plan.
9. Prepare demolition plans to depict civil and electrical items scheduled for removal.
10. Prepare preliminary grading plans for new pavements and for each intersection impacted by the taxiway improvements.
11. Prepare pavement marking plans for the parallel taxiway, the agricultural operations taxilane, and the south apron.
12. Prepare the layout for L-835 elevated reflectors for the parallel taxiway and the extended exit taxiway.
13. Prepare a NPDES 1200-C permit application and obtain the permit on behalf of the Port. The Port will pay permit application fees.
14. Prepare FAA for 7460 for the construction of the improvements.
15. Provide the electrical plans, specifications and details for the lighting improvements and sign relocation on the extended exit taxiway.
16. Provide the site/electrical plans, specifications and details for the proposed relocation of the existing fuel tank, including new power and control as needed.
17. Prepare miscellaneous details required for construction.
18. Prepare construction phasing recommendations, construction operations and safety plan and prepare associated report to FAA requirements. Submit the construction safety and phasing plan (CSPP) to FAA, 60 days prior to advertisement, for approval.
19. Prepare construction work area/phasing/safety plans for the construction drawing set.
20. Attend two (2) meetings with the Port and the Airport Advisory Committee to discuss criteria and options for closures, airport operations during construction and development of work areas.
21. The project manager and project engineer will make one (1) site visit and inspection during the survey and geotechnical investigation.
22. The project manager and project engineer will attend a 60% review meeting with the Port to discuss alternatives and cost at the Port offices.
23. Attend up to two (2) miscellaneous Port or Airport Advisory Committee meetings. The project manager and project engineer will attend each meeting.
24. Prepare preliminary quantity and construction estimates for the project.
25. Prepare preliminary (90%) plans.
26. Prepare preliminary contract documents (90%), including contract boilerplate and technical specifications for the Project.
27. Provide five (5) sets of review documents. One (1) set to be sent to FAA. Allow four (4) weeks for FAA review.
28. Prepare an engineer's design report to the established FAA requirements.

29. Solicit, receive, record and incorporate into the final form of the preliminary design documents, all comments on preliminary design from the Port and FAA.

PHASE II – FINAL DESIGN AND BIDDING

Task 1 Final Design Activities

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final construction drawings.
3. Provide the final contract manual, including contract boilerplate and technical specifications. Develop specifications using Advisory Circular 150/5370-10 (latest edition), Standards for Specifying Construction of Airports.
4. Complete final quantity calculations and prepare an Engineer's detailed estimate of construction costs for the project.
5. Submit final construction documents for bidding to the Port and FAA.
6. Provide 35 sets of contract construction documents for bidding. Five of the 35 sets will be kept by the engineer for use during construction.

Task 2 Bidding Period Services

1. Answer questions and provide clarifications to potential bidders during the construction contract bidding process. The Engineer will distribute bidding documents to bidders and plan centers.
2. Prepare addenda as necessary to clarify bid documents. Distribute any necessary addenda to bidders and plan centers.
3. Organize, attend, and conduct a pre-bid conference. The project manager will attend the meeting.
4. Attend the bid opening. The project manager will attend the meeting.
5. Analyze bids, prepare a bid tabulation and make a recommendation to the Port and FAA for award of bid.
6. Assist the Port and FAA with grant application(s) related to the construction of project specific airport improvements.

PHASE III – CONSTRUCTION SERVICES

Construction services are not included. These services will be performed under a separate agreement or work order.

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 August 3, 2016 and anticipates task completion by March 16, 2017. Detailed schedule is attached as Exhibit A.

Compensation

In return for the performance of the foregoing obligations, Owner shall pay to CWEC the not to exceed amount of \$175,349.35 based on the attached Fee estimate attached as Exhibit B.

IN WITNESS WHEREOF, Owner and CWEC have executed this Task Order.

PORT OF HOOD RIVER
(Owner)

Century West Engineering Corporation
(CWEC)

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

AIP DEVELOPMENT PROJECT SCHEDULE

AIRPORT: Ken Jernstedt Airfield **AIP NO:** _____
SPONSOR: Fred Kowell, Anne Medenbach, POHR **DATE:** 3/10/16
CONSULTANT: Matt MacRostie, James Kirby, Century West Engineering **DATE:** 3/10/16
FAA : Dan Stewart, Seattle ADO **DATE:** 3/10/16

PROJECT DESCRIPTION: Removal, rehabilitation, and reconfiguration of existing taxiway, taxilane, and apron pavements on the south side of Runway 7-25 to comply with B-II separation standards and new Runway 7 RPZ location.

ITEM	DATE		COMMENTS
	ESTIMATED	ACTUAL	
1. Environmental Approved			
2. CIP Data Sheet Submitted			
3. Work Scope and Record of Negotiations Submitted	3/30/16		Submitted to Dan
4. Signed Engineering Contact Approved by FAA	4/5/16		4/8/16 – Signed contract from POHR
5. DBE Plan and Goal Submitted to Civil Rights	9/2/16		
6. Construction Safety Plan Submitted for Airspace	11/11/16		
7. Modification to Standards Submitted			None anticipated
8. Plans and Design Report Submitted	11/11/16		
9. Plans Reviewed by FAA and Returned with Comments	1/10/17		
10. Final Plans Accepted by FAA	1/24/17		
11. Advertising Date	1/31/17		
12. Bid Opening Date	2/28/17		
13. Recommendation of Award and Bid Tab Submitted	3/2/17		
14. Grant Application Submitted by Sponsor	3/16/17		
15. Grant Issued			Based on issuance timeline
16. Construction Management Plan Submitted	5/15/17		
17. Mix Design Submitted (if applicable)	5/22/17		
18. Construction Complete	8/4/17		
19. Acceptance Testing Submitted to FAA			
20. Final Inspection	8/4/17		
21. ALP Revised and Submitted to FAA	10/27/17		
22. Exhibit "A" Revised and Submitted to FAA			Not Required
23. PAPI Flight Checked (if instrument approach)			None Required
24. Navaid Commissioned			None Required
25. Airport Facility Diagram Updated	10/27/17		
26. Project Closeout Submitted to FAA	10/27/17		

Port of Hood River - Ken Jernstedt Airfield - South Parallel Taxiway and Apron Rehabilitation Project
Design and Bidding Services - Fee Estimate
CWE Contract 12399.010.01
CENTURY WEST ENGINEERING CORPORATION
6/27/16

	Principal Engineer	Sr. Project Manager	Project Engineer	Staff Engineer	Sr. CADD Designer	CADD Technician	Clerical	Total Hours	Total Fees
	\$220.00	\$170.00	\$110.00	\$100.00	\$90.00	\$85.00	\$55.00		
Phase 1 - Preliminary Design Services									
Task 1: Project Management/Administration									
Finalize Scope and Schedule, Negotiate Contract	10						4	14	\$2,420.00
Project Administration	2	32					16	90	\$6,760.00
Prepare DBE plan update and goals	1	12		50				63	\$7,260.00
Pre-Design Meeting	2	2					2	6	\$690.00
Coordinate Team and Subs		8	2					10	\$1,560.00
Conduct In-House O&C	12	8			4		2	20	\$4,000.00
Assist with Grant Application for Design and Bidding Services		1	1	2		2	2	10	\$910.00
Provide Project Advertisement								8	\$780.00
Subtotal Task 1:	27	63	7	52	4	2	26	181	\$24,580.00
Task 2: Design Surveying									
Coordination with Survey Subconsultant		4						4	\$680.00
Subtotal Task 2:	0	4	0	0	0	0	0	4	\$680.00
Task 3: Geotechnical Investigation									
Coordination with Geotechnical Subconsultant		4						4	\$680.00
Subtotal Task 3:	0	4	0	0	0	0	0	4	\$680.00
Task 4: Environmental and Cultural Resources									
Coordination with ESA Subconsultant		4						4	\$680.00
Assemble Cultural Resource Technical Memo		2	4					6	\$780.00
Prepare CatEX Report and documentation for FAA review		2	20	10				32	\$3,540.00
Subtotal Task 4:	0	8	24	10	0	0	0	42	\$5,000.00
Task 5: Preliminary Design									
Review Prior Mapping and Plans			2		2			4	\$400.00
Site Visit During Survey/Geotechnical		8	8					16	\$2,240.00
60% Review Meeting w/Port		16	16					32	\$4,480.00
Airport Advisory Committee (AAC) meetings (2 Meetings)		16	16					32	\$4,480.00
Misc. AAC or Port Meetings (2 Meetings)		40	90	100	260	120		598	\$66,760.00
Preliminary Plans-Approx. 27 Sheets (90%)	8	12	18	8			16	54	\$5,700.00
Preliminary Contract Manual (90%)		2	4	16	8			30	\$3,100.00
Preliminary Engineer's Estimate		2	8	16	8		2	36	\$3,650.00
Prepare 1200-C Permit		2	2	8				12	\$1,320.00
Evaluate Site Drainage/Pavement Underdrains		2	8	8				16	\$1,940.00
Construction Safety and Phasing Plan		4	8	12	2		4	30	\$3,160.00
Print Review Documents (5 sets)		2	2	2	2		2	6	\$630.00
Engineers Design Report		2	8	16	4		2	32	\$3,290.00
Submit Design Report & 90% Documents		2					2	4	\$450.00
Subtotal Task 5:	8	118	164	176	296	120	28	910	\$95,840.00

Phase 2 - Final Design and Bidding Services										
Task 1: Final Design										
Incorporate Review Comments	2	6	18	40	20				8	\$1,000.00
Final Construction Plans	6	6							92	\$9,220.00
Final Contract Manual	2	6							10	\$1,440.00
Final Engineer's Estimate	2	2	6						14	\$1,360.00
Print 36 Sets, Submit to Port and FAA		2			2				6	\$500.00
Subtotal Task 1:	4	12	24	40	22	6	130	\$13,540.00		
Task 2: Bidding Period Services										
Assist with Bid Questions, Prepare Addenda	2	20							46	\$4,860.00
Conduct Pre-bid Conference	8	8							16	\$2,350.00
Attend Bid Opening, Prepare Bid Tab	8	8							16	\$2,240.00
Assist with FAA Grant Application for Construction Recommendation/Notification of Award	2	4			4				10	\$1,120.00
		2				2			4	\$330.00
Subtotal Task 2:	2	26	0	0	4	20	94	\$10,920.00		
Century West Expenses										
Site Visit for Survey/Geotechnical	138	\$	0.54	1	1.1					\$81.97
60% Review Meeting	130	\$	0.54	1	1.1					\$77.22
Airport Advisory Committee Meetings	130	\$	0.54	2	1.1					\$154.44
Misc. AAC or Port Meetings	130	\$	0.54	2	1.1					\$154.44
Pre-Bid Conference	138	\$	0.54	1	1.1					\$81.97
Bid Opening	130	\$	0.54	1	1.1					\$77.22
Copies										\$50.00
Postage										\$500.00
Printing										\$1,500.00
Plotting										\$150.00
Field Supplies										\$50.00
Phase 1 - Task 2 - Survey Subconsultant - Terra Surveying										\$2,200.00
Phase 1 - Task 3 - Geotechnical Subconsultant - Foundation Engineering Inc.										\$9,132.09
Phase 1 - Task 4 - Environmental Subconsultant - BergerABAM										\$4,400.00
Phase 1 - Task 5 - Electrical Subconsultant - R&W Engineering										\$5,500.00
Subtotal Subconsultants and Expenses										\$24,109.35
Total Hours	41	235	259	340	148	80	1365			
Total Fees (See Notes Below)	\$9,020.00	\$39,950.00	\$28,490.00	\$30,600.00	\$12,680.00	\$4,400.00	-			\$175,349.35

LOCATION: Ken Jernstedt Airfield
TITLE: South Side Taxiway and Apron Project
PROJECT: 12399.010.01

Drawing List

No.	DRAWING
1	Cover Sheet
2	Site & Survey Control Plan
3	Site Work Area/Safety/Phasing Plan-Work Area Plan
4	Site Work Area/Safety/Phasing Plan-Work Area Plan
5	Erosion Control Plan
6	Erosion Control Plan
6	Erosion Control Plan Notes and Details
7	Demolition Plan
8	Demolition Plan
9	Taxiway Plan and Profile
10	Taxiway Plan and Profile
11	Taxilane Plan and Profile
12	Exit Taxiway Plan and Profile
13	Apron Reconfiguration Plan - 1 of 2
14	Apron Reconfiguration Plan - 2 of 2
15	Taxiway Grading Plan
16	Taxiway Grading Plan
16	Taxilane Grading Plan
17	Exit Taxiway Grading Plan
18	Apron Grading Plan - 1 of 2
19	Apron Grading Plan - 2 of 2
20	Pavement Marking Plan - West
21	Pavement Marking Plan - East
22	Pavement Marking Details
23	Typical Sections-Paving Details
24	Drainage Details
25	Exit Taxiway Lighting and Signing Plan
26	Fuel Tank Relocation Plan
27	Details



Prepared by: Anne Medenbach
Date: August 2, 2016
Re: AWOS Upgrade - Vaisala

The AWOS (Automated Weather Observing System) at the Airport needs a new ceilometer. The AWOS has a number of weather data collectors including:

- Wind speed and direction
- Visibility
- Cloud height, type, and density
- Dew point
- Precipitation type, density, and frequency
- Temperature
- Thunderstorm and lightning detection

The ceilometer measures the height of the clouds. This has been in the budget for the past two years. There are a couple of other companies that provide this type of equipment, but Vaisala is the recommended supplier per the AWOS inspector and others. The cost of the upgrade kit is \$25,026. The Port retains an AWOS inspection professional, Bill Kelsey, who inspects all of these items three times per year and also does the installation and testing of any upgrades. Mr. Kelsey will do the installation for \$2,500, which is under the limit requiring Commission approval.

RECOMMENDATION: Approve contract with Vaisala Inc. for AWOS ceilometer upgrade kit for an amount not to exceed \$25,026, subject to legal counsel review.

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Intermediate Procurement Contract

1. This Contract is entered into between the Port of Hood River ("Port") and Vaisala Inc. ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction. Port shall pay Contractor \$25,026.00, in accordance with the Scope of Work and description of equipment provided in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through October 1, 2016. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
5. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages.
6. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
7. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
8. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
9. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
10. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor Name: Vaisala Inc.	Port of Hood River
Date:	Date:
Signed by: Its:	Signed by: Its:
Address:	1000 E. Port Marina Drive, Hood River, OR 97031
Phone:	(541) 386-1645/ porthr@gorge.net
Email:	

**Intermediate Procurement Contract
Exhibit A**

I. SCOPE OF WORK:

Location: Ken Jernstedt Airfield, 4S2, Hood River OR

Summary: Provide equipment to the Port of Hood River for an upgrade of the AWOS ceilometer. The contract includes shipping the following items to the Port of Hood River:

1. AWOS Vc/Vd CI31 Upgrade (DRW222589)
2. Cable, Ceilometer Signal (CT25K) 20 Ft

Any and all equipment furnished by Contractor is subject to Contractor's Warranty attached as Exhibit B.

This contract excludes:

1. Installation of equipment
-

II. DELIVERABLES AND TIMEFRAME:

Upgraded AWOS Ceilometer.

To be completed no later than October 1, 2016.

III. CONSIDERATION:

This contract is not to exceed \$25,026.00. No reimbursable expenses are allowed under this contract.

IV. LIABILITY

1. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF A PARTY TO THE OTHER PARTY AND TO ALL INDEMNIFIED PARTIES FOR ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ("DAMAGES") ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE COMPENSATION PAID OR PAYABLE TO CONTRACTOR UNDER THIS CONTRACT.
 2. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR PRODUCTS SOLD PURSUANT TO THE TERMS OF THIS CONTRACT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. DAMAGES RESULTING FROM ANY LOSS OF DATA SHALL BE DEEMED INDIRECT DAMAGES, AND SHALL BE SUBJECT TO THIS SECTION.
-

V. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Contract project title

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

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

Exhibit B Warranty

Vaisala hereby represents and warrants all Products to be free from defects in workmanship and material during a period of twelve (12) months from the date of delivery; however, extended warranties of longer duration are available for those specific Products set forth on Vaisala's website at <http://www.vaisala.com/en/contact/Pages/warranty.aspx>. Lists of Products with longer warranties may be amended or adjusted from time to time by Vaisala.

If any Product proves to be nonconforming in workmanship or material within the period(s) herein provided, Vaisala undertakes, to the exclusion of any other remedy, to repair or at its option replace the nonconforming Product or part thereof free of charge. Products so repaired or replaced shall have a six (6) months warranty period from the date of delivery and otherwise on the same conditions as for the original Product or part thereof, unless the original warranty period extends beyond the six (6) months warranty period, in which case the original warranty period applies. Vaisala shall have the option to repair the Product at a Vaisala facility of its choosing or on site. Nonconforming Products replaced in accordance with this Section shall be placed in Vaisala's possession for disposal.

This warranty is subject to the following conditions:

- a) a substantiated written claim as to any alleged nonconformity shall have been received by Vaisala within thirty (30) days after the nonconformity occurred or became known; and
- b) the allegedly nonconforming Product or part thereof shall be sent to the appropriate Vaisala facility or to such other place as Vaisala may indicate in writing, properly packed and labeled by Customer, unless Vaisala has agreed to inspect and repair or replace the Product on site; and
- c) the Product is within the warranty period.

Freight and insurance shall be at Vaisala's expense subject to Customer following the return material authorization procedures set by Vaisala for the return of the nonconforming Products, as set forth on Vaisala's website.

This warranty does not apply when the nonconformity has been caused through:

- a) Normal wear and tear;
- b) Accident, theft or vandalism;
- c) Forces of nature;
- d) Misuse or other unsuitable or unauthorized use of the Product or negligence or error in storing, maintaining or handling the Product;
- e) Erroneous installation or assembly or failure to service the Product or otherwise follow Vaisala's service instructions, including any repair, installation, assembly or service made by personnel not approved by Vaisala or replacements with parts not manufactured or supplied by Vaisala;
- f) Modifications or changes to the Product as well as any adding to it without Vaisala's prior authorization; or
- g) Other factors depending on Customer or a third party.

Notwithstanding the aforesaid, Vaisala's liability under this warranty shall not apply to any nonconformities arising out of materials, designs or instructions provided by Customer.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER CONDITIONS, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, WHETHER UNDER LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES OF VAISALA OR ITS REPRESENTATIVES WITH RESPECT TO ANY DEFECT OR DEFICIENCY APPLICABLE TO OR RESULTING DIRECTLY OR INDIRECTLY FROM PRODUCTS, WHICH OBLIGATIONS AND LIABILITIES ARE HEREBY EXPRESSLY CANCELED, WAIVED AND DISCLAIMED. VAISALA'S LIABILITY UNDER THIS WARRANTY SHALL UNDER NO CIRCUMSTANCES EXCEED THE INVOICE PRICE OF ANY PRODUCT FOR WHICH A WARRANTY CLAIM IS MADE, NOR SHALL VAISALA IN ANY CIRCUMSTANCES BE LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES.

Date
27-JUL-2016

Quoted By
Body, Anthony T

Buyer's reference
Anne Medenbach

Last date of validity
31-AUG-2016

Sold To 119461
KEN JERNSTEDT AIRPORT
3608 AIRPORT RD
Hood River OR 97031
United States

Delivery address/notify 119461
KEN JERNSTEDT AIRPORT
3608 AIRPORT RD
Hood River OR 97031
United States

Delivery Terms
DDP
DDP. Louisville, CO. Shipping,
taxes and duties are not included
in this quote. (Incoterms 2010)

Carriage by/via

From/via

Country of destination
United States

Terms of payment
Net Due in 30 Days

Delivery time

Pos	Description	Quantity	Unit Price	Total Price USD
1	DRW222589 AWOS Vc/Vd CI31 Upgrade Installation Complete	1 EA	24,955.00	24,955.00
2	70-23123-01 Cable, Ceilometer SIGNAL (CT25K) 20 FT	1 EA	71.00	71.00
Subtotal (Selling Price)				25,026.00
Tax Due				TAX
Grand Total			USD	25,026.00

Important information

Vaisala's General Conditions

General Conditions of Sale, General Conditions of Service, and General License Conditions of Vaisala, available via the links below, shall exclusively apply to any quotation and order acknowledgment by Vaisala, and the applicability of terms and conditions included in customer's request for offer, order or any other customer's document shall be deemed rejected by Vaisala.

<http://www.vaisala.com/DOC223577EN>

<http://www.vaisala.com/DOC223578EN>

<http://www.vaisala.com/DOC225649EN>