

**Port of Hood River Commission  
Meeting Minutes of June 19, 2013 Special Session Lot 1 Planning  
Marina Center Boardroom  
12:00 PM**

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

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Attendees:

All Port Commissioners except Fred Duckwall  
All invited participants except Ken Whiteman  
Michael and Steve  
Mayor Arthur Babitz  
Bob Francis  
Cindy Walbridge

Jon Davies opened the meeting at 12:07 p.m

There were self introductions all around.

Michael provided planning history, background and status.

Jon Davies summarized that the purpose of the discussion was to answer the obvious questions regarding vision, business types, height, scale, density and community objectives. He stated that the Commissioners' assumptions are that the industrial areas will likely be conveyed to the private sector for development, but that the commercial areas adjacent to the water will likely be Port owned and developed. He asked the participants for help in identifying the types of businesses that are needed for this site.

Jeff Pickhardt stressed that strengthening the connection between the waterfront and downtown ought to be a primary consideration. He offered that tenants were likely to be small and he challenged the need for light industrial zoning in this location.

Rich McBride replied that the Commissioners were under the impression that the City was committed to preserving light industrial opportunities inside of the City limits.

Cindy Walbridge said that the City was open to zone swapping and that there is some excess light industrially zoned land to accommodate the City's 20 year need projection.

Romeo Robichaud offered that the Port ought to take advantage of the recreational interest in the waterfront with something like an indoor ice rink or indoor soccer. He indicated that he perceived only a limited market for light industrial tenants and the Port ought to look for local firms that need to expand – including RBS.

Jeff Nichols said that he saw the demand for industrial and recreational parking as being complementary. He said that he would be opposed to warehouse facilities.

Pickhardt said that the Port ought to target upper end industrial buildings commanding rents of approximately \$1.00 psf. He said that, in his opinion, the Port ought to consider demolishing the Jensen Building and connecting the City waterfront park with the Port event site.

Robichaud offered that perhaps the Jensen Building could be converted to a recreation center.

William Ayers said that he also thinks that it is essential to strengthen the ped / bike connections between downtown and the waterfront.

Chris Debbaut warned that the Port should guard against being dominated and controlled by the parking issue – crowded can be an indicator of success. He urged the Port to consider intelligence driven institutional uses such as buildings for academic, research or environmental uses. He also mentioned breweries as draws.

Nichols said the MCEDD was exploring these types of uses and that the Port ought to engage with MCEDD to become informed about the possibilities.

Pickhardt urged the Commissioners to upgrade the quality of planning creative thinking.

Brian Shortt responded that he believed that Commission should officially recognize Lot 1 for its unique development potential in the community, Gorge, the Pacific Northwest and the nation.

Pickhardt stated that the site should not be belittled by zone change considerations.

Arthur Babitz said that the key to obtaining the correct zoning is to "do it once". He affirmed that the City would be open to considering a change from light industrial zoning.

Jon Davies closed the meeting at 1:40 pm.

Respectfully submitted,

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Steve Burdick

ATTEST:

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Jon Davies, President, Port Commission

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Hoby Streich, Secretary, Port Commission

# Commission Memo

**To: Commissioners**

**From: Michael McElwee**

**Date: July 16, 2013**

**Re: Marina Electrical Upgrade – Contract with Ken Andrews**

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At my request, Mr. Ken Andrews has been serving as the Port's Owner's Representative on the Marina Electrical project. The role of Mr. Andrews is to attend project meetings, provide input on the contractor's means and methods and review certified payrolls, RFI's and COR's. It is necessary to prepare a formal contract for the services of Mr. Andrews.

**RECOMMENDATION:** Authorize contract with Ken Andrews for construction administration services associated with the Marina Electrical Project not to exceed \$4,500.

# Commission Memo

**To: Commissioners**  
**From: Michael McElwee**  
**Date: July 16, 2013**  
**Re: Marina Electrical Upgrade – Change Order #2**

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The Marina Electrical Upgrade is moving ahead on schedule with substantial completion expected in early August. LaLonde Electric, L.L.C ("LaLonde") has submitted two Change Order Requests ("COR") as follows:

COR #2: Wire Replacement-- A Port employee inadvertently drilled through the new main electrical feed in two places in the process of installing cleats. The wire needed to be replaced. Recommend approval.

**\$ 3,653.58**

COR #3: Navigation Light-- An additional navigation light was not on the plans and is needed at the end of 'C' Dock North. Recommend approval.

**\$ 248.32**

There are two other matters that staff is discussing with LaLonde. The most important of these is that the existing water line may need to be replaced after demolition of the existing electrical line occurs. We are in discussions with the contractor about whether this was a known (visible) condition and therefore the contractor's responsibility.

The current contract amount is \$465,288. Adding the cost of the two COR's listed above will increase the contract to \$469,189.90.

**RECOMMENDATION:** Authorize Change Order #2 to the contract with LaLonde Electric not to exceed \$3,901.90 for a total contract amount of \$469,189.90.



# Hood River Marina Electrical Upgrades

La Londe # 2

Date: 6/21/13

(503) 630-5571

PROPOSAL COR#2

To:	Port of Hood River 1000 E. Port Marina Drive Hood River, OR 97031	Architect:	
		Drawings Dated:	
		Addendum No.	
Attention:	Michael McElwee		
Project:	Marina Electrical Upgrades	Area of Work:	Dock A
Location:	Portland, OR		
Contact:	Michael Gross	Fax:	
Phone :	503.701.3564	Email:	Michael@LaLondeElectric.com

La Londe Electric proposes to furnish all materials and labor required for application of the following (hereinafter designated as "the work").

### Scope

On 6/20/13 a Port of Hood River employee drilled into the #2 cable that runs underneath the whalers on dock A in two separate locations. One of these damaged cables was a home run of approximately 175', we have to remove the old cable and install new cable in the two locations.

Labor: 32 man hours, \$2,471.00

Material: \$1,182.58

Grand Total Lump Sum

\$3,653.58

This proposal is subject to change and may be withdrawn if not accepted within 30 days of the above date; it is subject to all terms and conditions outlined.

Approved By:	Prepared By: Michael Gross
Title:	Title: Project Manager
Date:	Date: 6/21/13

CUSTOMER

JOB FILE

PM

FOREMAN

REVIEWED : \_\_\_\_\_

MKE comment: PRICING SEEMS REASONABLE,  
7/8/13 RECOMMEND APPROVAL.

	Hood River Marina	La Londe # _____
		Date: 7/3/13
(503) 630-5571		PROPOSAL COR#3

To:	Port of Hood River 1000 E. Port Marina Drive Hood River, OR 97031	Architect:	
Attention:	Michael McElwee	Drawings Dated:	
Project:	Hood River Marina Electrical Upgrades	Addendum No.	
Location:	Portland, OR	Area of Work:	Navigational Light
Contact:	Michael Gross	Fax:	
Phone :	503.701.3564	Email:	Michael@LaLondeElectric.com

La Londe Electric proposes to furnish all materials and labor required for application of the following (hereinafter designated as "the work").

Scope

There is an additional navigational light that was not on the plans, we will need to re-install this light on top of the new pedestal at the end of the dock.

Material: \$52.00  
Labor: \$196.32

Grand Total Lump Sum \$248.32

This proposal is subject to change and may be withdrawn if not accepted within 30 days of the above date; it is subject to all terms and conditions outlined.

Approved By:	Prepared By: Michael Gross
Title:	Title: Project Manager
Date:	Date: 7/3/13

CUSTOMER   
 JOB FILE   
 PM   
 FOREMAN   
 REVIEWED

MKE comment: SIMPLER DETAIL ON OTHER TWO,  
7/9/13 SHOULD BE A WASH, IE NO  
ADDED COST FOR THIS ADDED  
ONE.

# Commission Memo

**To: Commissioners**  
**From: Steve Burdick**  
**Date: July 16, 2013**  
**Re: Halyard Building HVAC – Amendment to TraneOregon Service Agreement**

In December 2012, the Port and TraneOregon entered into a five year service agreement for the HVAC system maintenance for the Halyard Building. This service was limited to the East half of the building because the HVAC building system for the West half of the building was not activated. With the improvements to Suite 103 for Pocket Fuel, the East roof top unit and the VAVs connected to that unit will be activated and it is timely to extend the maintenance agreement to that system.

The service agreement includes semi-annual mechanical and software preventive maintenance and remote monitoring. The following table compares the service cost for the East system only with the proposed service cost for the East and West systems:

<u>Year</u>	<u>Cost East System Only</u>	<u>Cost East &amp; West Systems</u>
2013	\$3,615	\$5,285
2014	\$3,760	\$5,495
2015	\$3,910	\$5,715
2016	\$4,065	\$5,945
2017	\$4,230	\$6,185

Either party may cancel the TraneOregon service agreement at any time with 30 days written notice and there are no early cancellation penalties, and staff recommends approval of the service agreement.

**RECOMMENDATION:** Authorize the amended service agreement with TraneOregon for mechanical and software preventive maintenance in the Halyard Building.

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***SERVICE AGREEMENT***  
**Scheduled Maintenance Program**

**CUSTOMER:** Port of Hood River

**PROJECT/LOCATION:** Halyard Building

707 Portway Avenue

Hood River OR 97031

**AGREEMENT NUMBER:** TB2013\_62

**HVAC & Building Automation System  
Maintenance**

***TRANE OREGON***

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## General Services

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TraneOregon is committed to keeping you and your building occupants comfortable and satisfied. Since 1982, TraneOregon has earned lasting relationships with building owners throughout Oregon and Southwest Washington by doing whatever it takes to meet their needs.

### **Maintenance Program Objectives**

TraneOregon's scheduled maintenance program provides for thorough inspections of your equipment. This program's primary goals are to: reduce the incidences of untimely breakdowns, maintain optimum efficiency that will result in lower energy bills, and to protect your investment.

### **Log Sheets**

TraneOregon takes great pride in its reputation as a quality-servicing partner. One of the reasons for this is the log sheet that we use to provide and prove the type of quality inspections that we perform. These log sheets provide a trend analysis for the operation of the equipment and for documentation purposes in case of an EPA audit.

### **Genuine Trane Parts**

Protecting the customer's investment with parts that meet or exceed the original OEM specifications increases the reliability and correct operation of the equipment. TraneOregon Parts Center has a full-line local parts inventory. We have access to these parts 24 hours a day, seven days a week.

### **Written Reports**

A service work order will be provided to the customer's representative following each maintenance visit. All attempts will be made to provide the same service technician for all scheduled inspections. The service work order will list the inspection date, individual to report to, work to be performed, and any special instructions. When our service is complete you will receive a signed copy of the work order that details what was accomplished and lists and unusual conditions and / or deficiencies found. A copy will also be left at the job site.

### **Preferential Service**

As part of this agreement, customer is entitled to preferential service over non-contract customers. This insures customer will receive preferential treatment in the scheduling of any emergency repairs. This coupled with our 24 Service Engineers; we are able to respond to your needs regardless of vacation or illness.

Our 24-hour Priority Emergency Service phone number is: **(503) 620-8031**.

### **Authorized Warranty Agent**

TraneOregon is *THE* warranty and servicing agent of The Trane Company in the state of Oregon and SW Washington. With the TraneOregon Service Company you get the best of both worlds: the responsiveness of a leading, locally-owned firm with the technical excellence and nationwide service support of the world's top HVAC equipment manufacturer.

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## Equipment List

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Below is the list of equipment for which TRANEOREGON will provide scheduled maintenance services. This list is broken down as requested by the customer.

### Building Systems

MFG	Equip Type	Unit Tag / Location	Model #	Serial #
Trane	Rooftop	AC1/Roof	YCD241E3HCAB	10181044D
Trane	Rooftop	AC2/Roof		
Trane	Summit Building Automation System	Electrical Closet	NA	NA

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## Scope of Services

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Please see the attached "Program Descriptions/Task Lists" for complete outline of services that are included with this Maintenance Agreement.

Scope of Services	Service Code	Standard	Included
Comprehensive Cooling Maintenance Inspection	RTU-110		Included
Comprehensive Heating Maintenance Inspection	RTU-115		Included
Summit Building Automation System Maintenance and Alarm Management	SUMMIT		Included
3 Year Labor and Parts Warranty on all repairs	3YRWRNT	Included	
Priority Emergency Response - As Required	EMS	Included	
15% off TraneOregon Training Classes	TRN101	Included	
Written Reports and Log Sheets after Mid-season Operating Inspections	WRLS101	Included	

**As Recommended By The Trane Company**

**Rooftop Unit Maintenance**



**RTU-110: Maintenance- Cooling Season**

**1. General Assembly**

- a. Inspect for leaks and report leak check results.
- b. Repair minor leaks as required (e.g. valve packing, flare nuts).
- c. Calculate refrigerant loss rate and report to the customer.
- d. Check the sheaves and pulleys for wear and alignment.
- e. Check the belts for tension, wear, cracks, and/or glazing.
- f. Verify clean condenser and evaporator, verify clean condensate pan and drain.
- g. Verify clean evaporator fan.
- h. Verify clean air filters, to be changed by customer.
- i. Verify proper damper operation.
- j. Check mechanical linkages for wear, tightness, and clearances.
- k. Check the operation and setup of the RTM module.
- m. Check the VFD, if applicable.
- n. Verify the starter operation.
- o. Verify smooth operation of the compressors and fans.

**2. Controls and Safeties**

- a. Verify the operation of the discharge air temperature control device.
- b. Verify the operation of the outside air temperature control device.
- c. Verify the operation of the mixed air temperature control device.
- d. Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e. Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- f. Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.

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## Program Description/Task Lists

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- g. Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- h. Verify the operation of the static pressure control.

### **3. Lubrication**

- a. Lubricate damper bearings, if applicable.
- b. Lubricate motor bearing, if applicable.
- c. Lubricate fan bearings.
- d. Check oil level in the compressor(s), if applicable.

### **4. Motor and Starter**

- a. Clean the starter and cabinet.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c. Check the contactors for free and smooth operation.
- d. Meg the compressor motor(s) and record readings.
- e. Verify the tightness of the compressor motor terminal connections.
- a. Verify the operation of the compressor oil heater(s).

## **RTU-115: Rooftop Maintenance- Heating Season**

### **1. General Assembly**

- a. Inspect for leaks and report leak check results.
- b. Repair minor leaks as required (e.g. valve packing, flare nuts).
- c. Calculate refrigerant loss rate and report to the customer.
- d. Check the sheaves and pulleys for wear and alignment.
- e. Check the belts for tension, wear, cracks, and/or glazing.
- f. Verify clean condenser and evaporator, verify clean condensate pan and drain.
- g. Verify clean evaporator fan.
- h. Verify clean air filters, to be changed by customer.
- i. Verify proper damper operation.
- j. Check mechanical linkages for wear, tightness, and clearances.
- k. Check the operation and setup of the RTM module.
- m. Check the VFD, if applicable.
- n. Verify the starter operation.
- o. Verify smooth operation of the compressors and fans.

### **2. Controls and Safeties**

- a. Verify the operation of the discharge air temperature control device.
- b. Verify the operation of the outside air temperature control device.
- c. Verify the operation of the mixed air temperature control device.
- d. Test the operation of the high condenser pressure safety device. Calibrate, if applicable, and record setting.
- e. Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- f. Test the operation of the low temperature safety device. Calibrate, if applicable, and record setting.

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## Program Description/Task Lists

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- g. Test the operation of the low oil pressure safety device, if applicable. Calibrate and record setting.
- h. Verify the operation of the static pressure control.

### 3. Lubrication

- a. Lubricate damper bearings, if applicable.
- b. Lubricate motor bearing, if applicable.
- c. Lubricate fan bearings.
- d. Check oil level in the compressor(s), if applicable.

### 4. Motor and Starter

- a. Clean the starter and cabinet.
- b. Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c. Check the contactors for free and smooth operation.
- d. Meg the compressor motor(s) and record readings.
- e. Verify the tightness of the compressor motor terminal connections.
- b. Verify the operation of the compressor oil heater(s).

### 7. Heating Cycle Verification

- a. Visually inspect the heat exchanger.
- b. Inspect the combustion air blower fan, and clean, if required.
- c. Lubricate the combustion air blower fan motor, if applicable.
- d. Verify the operation of the combustion air flow-proving device.
- e. Test the operation of the high gas pressure safety device, if applicable. Calibrate, if necessary.
- f. Test the operation of the low gas pressure safety device, if applicable. Calibrate, if necessary.
- g. Verify the operation of the flame detection device.
- h. Test the operation of the high temperature limit switch. i.. Verify the integrity of the flue system.
- i. Verify the operation of the operating controls.
- j. Verify the burner sequence of operation.
- k. Verify proper gas pressure to the unit and/or at the manifold, if applicable.
- l. Perform combustion test. Make adjustments as necessary.

## Summit Building Automation System Maintenance

### Hardware Preventive Maintenance

We will provide hardware preventive maintenance in accordance with a program of standard maintenance routines as determined by our experience, equipment application and location. Through Hardware Preventive Maintenance, we will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Our technician will visually inspect the Building Control Unit twice per year.

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## Program Description/Task Lists

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### **Building Operational Review**

Twice annually, our trained technicians will review the operation of the building via remote connection, verifying the building systems are meeting occupant needs and operating efficiently.

### **Protection and Recovery Services**

Business Protection & Recovery Services safeguards your Tracer Summit System's vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, flood, physical damage, etc.).

The Summit database will be backed up annually.

All this critical business information will be stored safely on our server with hard drive backup. Should a catastrophic event occur, we will respond onsite or online to reload the databases and system files from our stored backup copy.

### **Remote Facility Critical Alarms Monitoring**

Through Remote Facility Monitoring, we link our office to your building and remotely monitor the control system's performance. In the event of a critical alarm condition on any of the monitored points, the Tracer Summit system transmits the alarm and associated response instruction to our service department. When alarms are received, we implement the customer specific response process. A list of the points to be monitored and specific response instructions will be completed during the acceptance phase of this contract.

### **Software Upgrades**

With Software Upgrades, you will get access to the latest software capabilities and documentation. You will benefit from improved building operation, while extending the life of your Tracer Summit System investment. We will provide you with software and updates to your existing Tracer Summit software as they become available. These updates deliver the benefits of Trane's commitment to forward and backward compatibility, a commitment unique in our industry. The upgrades are provided at no cost, and are up to the customer to determine if they are needed or not. As TraneOregon cannot predict how many upgrades will be released in a given time period, the labor to travel to the site and install upgrades is not included in this contract and will be billed at the discounted contract customer rate.

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## Customer Acceptance

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### Overtime

If overtime labor is necessary, and requested by the customer outside of standard working hour (Monday through Friday), the customer is liable for the Overtime Differential cost.

### Additional Repairs / Enhancements

Any additional repairs found to be necessary and / or requested enhancements outside the scope of this agreement will be submitted to Customer for approval. Any approved work, on covered equipment, will be eligible for our contract customer discounted labor rates.

TraneOregon, presently located at, shall administer this Program:  
7257 SW Kable Lane  
Portland, OR 97224  
(503) 620-8031

### Equipment Serviced

See "Equipment List" section for a list of equipment included in this program

### Base Agreement Price & Term- AC1, Summit, and Remote Monitoring

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
\$3,615	\$3,760	\$3,910	\$4,065	\$4,230

### Total Pricing to include AC-2

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
\$5,285	\$5,495	\$5,715	\$5,945	\$6,185

This agreement is effective from **January 1, 2013 –December 31, 2017** and shall remain in effect from year to year unless cancelled by 30 days written notice. The price shall be payable annually upon acceptance of contract. **NO PENALTY OR COST FOR EARLY CANCELLATION.**

**Submitted By:** Tom Baxter

**Date:** April 29, 2013

### Customer Acceptance:

Port of Hood River  
Customer Company Name

\_\_\_\_\_  
Customer Acceptance (typed/printed name)

\_\_\_\_\_  
Title

### Trane Approval:

**TRANE OREGON**

Tom Baxter  
Trane Approval (typed/printed name)

EBS Account Manager  
Title

\_\_\_\_\_  
April 29, 2013



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## Customer Acceptance

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Customer Acceptance (Signature)    Date

Trane Approval (signature)

Date

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Correspondence

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Trane's records indicate the following contacts and information distribution:

**Site Contact Information**

	Site Address	Correspondence/Approvals
Name		
Title		
Site Name		
Address		
City/State/Zip		
Phone		
Fax		
Mobile		
E-mail		
BCU Contact #	541-386-0969	
Username		
Password		

**Service By The Manufacturer**



**TraneOregon**

Tom Baxter  
EBS Account Manager  
7257 SW Kable Lane  
Portland, OR 97224  
Direct: (503) 431-2596  
FAX: (503) 639-1454  
Mobile: (503) 422-9633  
E-mail: tom.baxter@trane.com

Trane's 24-hour Emergency Service number is: **(503) 620-8031**

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Correspondence

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## GENERAL TERMS AND CONDITIONS FOR MAINTENANCE AND SERVICE CONTRACTS

In these General Terms and Conditions, reference to "the Agreement" are to the agreement comprised of these General Terms and Conditions and the Specific Terms and Conditions executed by the Customer and Robert G. Davis and Associates dba TraneOregon (herein referred to as Trane) to which these General Terms and Conditions are attached.

### 1. Payment and Taxes

- A. Payment due net thirty (30) days upon receipt of invoice. Interest of 1 ½% on unpaid balances may be charged by Trane. Trane may discontinue services whenever payment is overdue.
- B. Unless otherwise agreed, Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates.
- C. Customer will pay reasonable attorney fees incurred by Trane in enforcing collection of the amounts due.
- D. Where the agreement is subject to annual renewal, the price payable hereunder may be reviewed annually by Trane. Trane shall notify the Customer of any increase in the price within 45 days after each anniversary of the date of the Agreement, with the revised price to take effect from the day falling 14 days after such notification. In the event that the Customer does not agree to the price increase, it shall notify Trane in writing within 14 days of being notified of the price increase. Failure to notify Trane shall constitute acceptance of the price increase. In the event that the Customer does not agree to the price increase and Trane and the Customer do not thereafter reach agreement on the price increase within 28 days of the Customer notifying Trane of its disagreement to the price increase, either party may terminate this Agreement on 45 days' written notice to the other, without prejudice to Trane's right to be paid in full for all services performed and goods supplied under the Agreement up to the date of termination.

### 2. Price adjustment may be required based on future prevailing conditions. Notice of adjustments to the agreement price shall be provided in writing prior to the agreement renewal date.

### 3. Liability

Trane's liability for injury to persons or damage to property (including the Equipment and any other property) shall be limited to that caused directly and proximately by its negligence in performing operations under this Agreement. Trane shall not be liable for personal injury or for damages to any equipment of other property caused by reason of negligence of others, faulty system design, misuse, abuse or caused by conditions beyond its reasonable control or by unknown causes. In no event will Trane be liable for any damages caused by Customer's failure to perform Customer responsibilities or for any claim by Customer based on any third-party claims. Trane reserves all rights to subrogation. In no event shall Trane be liable under on in connection with this Agreement or any collateral contract for:

- i) any loss of income, profit or contracts; or
- ii) any indirect or consequential loss or damage;

of any kind howsoever arising and whether caused by breach of contract, negligence or other tort.

### 4. Performance

Services will be performed during normal daytime working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Trane's duty to perform under this Agreement and the price hereof is contingent upon none of the following events delaying, preventing or impeding such performance-strikes, lock-outs, industrial disputes, accidents, fires, floods, power failure, interruption of fuel supplies, civil disturbance, natural disasters, the inability to procure materials from the usual sources of supply, or upon any other cause beyond the control of Trane. Upon the occurrence of any such event as aforesaid, Trane may give written notice to the Customer of the occurrence of such event and delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions to prices, terms and conditions within 14 days of Trane notifying the Customer of the occurrence of an event which will delay, impede or prevent performance, either party may by notice in writing to the other, terminate this Agreement, whereupon the only remaining liabilities hereunder shall be the Customer's obligation to pay for services rendered and goods delivered by Trane hereunder up to the date of termination.

#### Performance for Total Maintenance Option

This agreement presupposes that all major pieces of equipment are in proper operating condition at the signing of this agreement. It shall be the responsibility of Trane to inspect and report to the Customer any malfunctions and defects within sixty, (60) days after effective date. If equipment cannot be operated within this 60 day period to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended 30 days after the equipment can be operated and checked out.

It shall be the responsibility of Trane to make recommendations and to assist the Customer in restoring the equipment to proper operating condition. However, all of the actual restoration costs shall be paid by the Customer. After equipment, restoration to original, operating conditions has been approved by Trane, coverage will become effective in accordance with the terms of this agreement.

### 5. Customer Obligations

Customer shall:

- A. Provide Trane reasonable and safe access to all equipment and areas as are reasonably required by Trane to enable it to perform the work covered by this Agreement;
- B. Reimburse Trane for repairs, replacements, and/or emergency calls occasioned by any cause beyond Trane's control. Such reimbursement shall be at current overtime/holiday rates for labor, and current price levels for materials unless otherwise agreed and may at Trane's option be subject to a separate written agreement prior to its undertaking such work;
- C. Notify Trane of any unusual performance of equipment covered by this Agreement; and
- D. Permit only Trane personnel to repair or adjust equipment and/or controls during the period of this Agreement.

### 6. Exclusions

Unless otherwise expressly provided for in the Specific Terms and Conditions to which these General Terms and Conditions are attached, the following matters are excluded from the Services to be provided by Trane under this Agreement;

- A. The provisions of spare parts, the repair and/or replacement of non-maintainable parts of the system such as unit cabinets, shells, ductwork, electrical wiring or disconnect switches, manual isolation valves, evaporator and condenser tubes, hydronic piping, structural supports, boiler refractory material, tubes and shells, storage tanks for fuel, water or other substances, **refrigerant (Unless Total Maintenance)**, recording or portable instruments, gauges or thermometers, pipe coverings, insulation, fire dampers or responsibility for maintaining the appearance of decorative casing or cabinets and similar items;
- B. Any damage of malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Trane as part of this Agreement;
- C. Problems caused by utility service needed for operations of the equipment or damage sustained by equipment or systems not specifically covered by this Agreement;
- D. Furnishing any items of equipment, material or labor, or performing special tests recommended or required by insurance companies or federal, state or local governments (including inspection of fire dampers and filter for the issue of ventilation certification) unless specifically include in the Services to be provided under this Agreement;
- E. Failure or inadequacy of any structure of foundation supporting or surrounding the unit(s) or any portion thereof;
- F. Building access, alterations or structural support which might be necessary to service, maintain, repair, or replace Customer's equipment;
- G. If Trane is required to make emergency calls to respond to or repair damage caused by extrinsic forces such as floods, fire, elements, lightning, riots, strikes, labor troubles, civil commotion of any kind, or any reason or event beyond Trane's reasonable control Customer shall be separately billed for such time and expense.

- H. The normal function of starting and stopping and logging the performance of the equipment to be provided or serviced pursuant this Agreement. This includes among other things the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage, or for obtaining proper operation;
- I. The furnishing of water treatment or cleaning to protect the equipment or to provide satisfactory operation is not included and if found necessary Customer agrees to have it furnished by Trane or someone approved by Trane at Customer's expense;
- J. System design performance, including any design changes attributable to tenancy variations;
- K. The removal of waste products including sludge, sewerage, oil and grease; or
- L. The removal of asbestos.

**7. Hazardous Materials**

If, during or prior to the performance of its functions hereunder, Trane discovers the existence of any hazardous materials such as, but not limited to, asbestos, it will stop work immediately and notify Customer of its existence. Customer agrees to take such steps as may be required by Trane in relation to the hazardous materials as will permit Trane to safely resume its work hereunder.

**8. Warranties**

A. Trane warrants that:

- 1. Trane manufactured material supplied is warranted to be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement. Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option.
- 2. Labor is warranted (to have been properly performed) for a period of 36 months from completion. Trane's obligation under this warranty is limited to correcting any improperly performed labor.
- 3. Non-Trane equipment and/or parts are not warranted by Trane. Warranties for such equipment and parts are those extended to Trane by the respective manufacturer.
- 4. There are absolutely no other warranties extended, including any implied warranties.
- 5. All repairs performed by Trane personnel on equipment under contract carry 3-year (36-month) part and labor warranty. Warranty is calculated from date of repair completion. Warranty is only valid while equipment is under contract. If contract is cancelled before 36-month period ends, warranty becomes null and void.

B. There are absolutely no other warranties extended, including any implied warranties of fitness for particular purpose or merchantability.

**9. Indemnification**

Trane shall indemnify and hold harmless Customer and its affiliates, and the directors, shareholders, agents and employees of each of them ("Indemnittees"), from and against any fine, penalty, loss, cost, damage, injury, claim, expense or liability (individually and collectively "Liabilities"), where and to the extent such liabilities arise out of or result from the negligence of Trane as described in "Liability" above.

**10. Insurance**

Trane agrees to maintain insurance in the following minimum amounts during the terms of this Agreement:

A.	Commercial General Liability	US\$1,000,000 per occurrence
B.	Automobile Liability	US\$1,000,000 CSL
C.	Workers Compensation	Statutory Limits

**11. Termination**

Either party shall have the right to terminate this Agreement at any time by giving not less than 30 days' prior notice in writing to other party. No penalty for early cancellation.

**Legal Compliance**

Trane will comply with applicable federal, state and local laws applicable to the performance of services contemplated under this Agreement and will obtain any requisite temporary licenses or permits required for Trane to perform the work. The Customer will at its own cost obtain all necessary permanent licenses, permits or approvals required arising out of the performance of work.

**12. Entire Agreement**

These general terms and conditions and the specific conditions to which they are attached embody the entire agreement between Customer and Trane pertaining to the subject matter described herein. Any modifications or amendments must be in writing and signed by both parties.

**Customer Acceptance:**

**Trane Approval:**



\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
Tom Baxter

\_\_\_\_\_  
Customer Acceptance (typed/printed name)

\_\_\_\_\_  
Trane Approval (typed/printed name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
EBS Account Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Acceptance (Signature)      Date

\_\_\_\_\_  
Trane Approval (signature)      April 29, 2013  
Date

# Commission Memo

**To: Commissioners**  
**From: Steve Burdick**  
**Date: July 16, 2013**  
**Re: Pocket Fuel, Change Order #5**

---

On the architectural plans for the PocketFuel tenant improvements, there were three oversights that led to the following requests for the attached change order. The oversights were:

- The permanent ladder to the mezzanine was relocated to a utility room where it penetrates the ceiling. An existing electrical conduit bisects the opening in the ceiling for the ladder. This conduit was not noted on the plans. The cost to relocate the conduit and its wiring is \$635.72.
- The plans indicated that all existing walls were already sheet rocked on both sides. However, one wall designated as "existing" on the plans was not already sheet rocked on the PocketFuel side. The cost to sheet rock this wall is \$795.59.
- The location of the wall between the production and storage areas is directly under a major HVAC duct. This wall was supposed to be a full height wall, but it was not apparent from the plans that the location of the wall and the HVAC duct are in conflict. To make this a full height wall, it was necessary for the sheet rocker to build a frame around the duct. The cost related to this extra work is \$1,833.15.

The total cost of these three minor changes equals \$3,264.46.

**RECOMMENDATION:** Authorize PocketFuel change order #5 for Griffin Construction in the amount of \$3,264.46 and modify the total contract amount to \$210,636.93.



**Griffin Construction, L.L.C.**

**TITLE:** OCO#5 - PCO's 11-2, 12, 13  
**PROJECT:** 13013  
Pocket Fuel Tenant Improvements

**CHANGE ORDER**  
**NO.** 5  
**DATE:** 07/02/2013  
**JOB:** 13013

**TO:** Attn: Michael McElwee  
Port Of Hood River  
1000 East Port Marina Drive  
Hood River, Oregon 97031  
Phone:541-386-1645

**CONTRACT DATE:** 04/05/2013  
**STARTED:** 07/02/2013  
**COMPLETED:**  
**REQUIRED:**

Num Item	Description	Ref	Qty	Unit	Unit Price	Amount
1	PCO#11-2 - re-route conduits for ladder		1.000	Each	635.72	635.72
2	PCO#12 - add drywall at existing mezzanine		1.000	Each	795.59	795.59
3	PCO#13 - Frame/drywall soffit around existing ductwork		1.000	Each	1,833.15	1,833.15
<b>Total:</b>						<b>\$3,264.46</b>

The original Contract Sum was	\$168,369.00
The net change by previously authorized Change Orders is	\$35,739.01
The Contract Sum prior to this Change Order was	\$204,108.01
The Contract Sum will be increased by this Change Order in the amount of	\$3,264.46
The new Contract Sum including this Change Order will be	\$207,372.47
The Contract Time will be increased by	0 days
The date of Substantial Completion as of this Change Order therefore is	Unchanged

**ACCEPTED**

Port Of Hood River

Griffin Construction LLC

By: \_\_\_\_\_  
Michael McElwee

By: Samuel L Griffin By: \_\_\_\_\_  
Samuel L Griffin

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

Date: 07/02/2013

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

## Commission Memo

**To:** Commissioners  
**From:** Steve Burdick  
**Date:** July 16, 2013  
**Re:** Pfriem Expansion Tenant Improvements, Change Order #1

---

Subsequent to the award of the contract to Colton Construction Co. for the Pfriem Brewing expansion tenant improvements, the contractor, architect, Pfriem principals and Port staff met and discussed potential minor changes to the project scope. Out of those discussions, the following changes were identified:

- Remove a non-mandatory fire alarm: Deduct \$2,300
- Remove a stainless steel counter and replace it with a laminate counter: Deduct \$1,490
- Modify the length of a twenty foot trench to ten feet: Deduct \$491
- Add concrete to the silo pad to enable future chillers: Add \$670
- Change the bottle conditioning room height to 16 feet: Add \$1,970

The net proposed change in the total contract amount is a deduction of \$1,641.

This change order would not alter the Port's total project obligation of \$125,000.

**RECOMMENDATION:** Authorize Colton Construction change order number 1 for the Pfriem expansion project to deduct an amount of \$1,641 and to change the total contract amount to \$190,270.





P.O.Box 1168  
 Oregon City, OR 97045  
 CCB#184522

# Estimate

Date	Invoice #
7/10/2013	1069

Bill To
Port of Hood River 1000 E Port Marina Drive Hood River, OR 97031

Description	Rate	Quantity	Total
Bottle conditioning room additions to include drywall, insulation, studs and labor	1,970.00		1,970.00
Addition of silo concrete	670.00		670.00
<b>Total</b>			<b>\$2,640.00</b>

Signature \_\_\_\_\_

Phone #	Fax #	E-mail
503-631-4318	503-631-4319	coltonhomes@hotmail.com

Colton Construction Company

P.O.Box 1168  
Oregon City, OR 97045  
CCB#184522

# Credit Memo

Date	Credit No.
7/10/2013	1178

<b>Customer</b>
Port of Hood River 1000 E Port Marina Drive Hood River, OR 97031

P.O. No.	Project
	13-003/Pfriem Expa...

Description	Qty	Rate	Amount
Decrease trench drain from 20' to 10'		491.00	-491.00
Replace stainless countertops with laminate		1,490.00	-1,490.00
Remove fire alarm		2,300.00	-2,300.00
		<b>Total</b>	\$-4,281.00
		<b>Invoices</b>	\$0.00
		<b>Balance Credit</b>	\$-4,281.00

# Commission Memo

**To: Commissioners**  
**From: Steve Burdick**  
**Date: July 16, 2013**  
**Re: Carlson Testing Services for Pfriem Brewing Improvements**

---

The City Building Department review of plans and specifications for the Pfriem Brewing improvements in the Halyard Building requires special inspections of such elements as concrete, structural steel and expansion anchors. This is an owner responsibility.

In response to a staff request, Carlson Testing submitted the attached proposal to provide these special inspection services.

Staff recommends authorization of a contract with Carlson Testing to provide these services at the following hourly rates:

- Concrete Rebar \$ 58.00
- Comprehensive Strength Test \$ 22.00
- Curing Box \$ 10.00
- Pick Up – if used \$ 58.00
- Structural Steel Field \$ 63.00
- Structural Steel Shop \$ 63.00
- Proprietary Anchors \$ 58.00
- Final Summary Letter \$ 100.00

Carlson estimates the total fee for services will be \$4,690.00. This will not affect the Port's total project obligation of \$125,000.

**RECOMMENDATION:** Authorize a contract with Carlson Testing for inspection services associated with the Pfriem Tenant Improvement project not to exceed \$5,000.

# Carlson Testing, Inc.

Bend Office (541) 330-9155  
Geotechnical Office (503) 601-8250  
Eugene Office (541) 345-0289  
Salem Office (503) 589-1252  
Tigard Office (503) 684-3460

July 8, 2013

Steve Burdick  
Port of Hood River  
1000 E Port Marina Drive  
Hood River, OR 97031

Re: Inspection & Testing Services for  
**Pfriem – TI (Halyard Building)**

Dear Mr. Burdick:

Carlson Testing, Inc. (CTI) sincerely appreciates the opportunity to submit our proposal to provide construction inspection and testing services on the above referenced project. This estimate was based on my conversation with the contractor.

CTI proposes to provide services on this project on a time and materials basis subject to the quoted hourly and unit rates and the attached General Conditions dated 3/2013.

Prices for other testing, inspection, or engineering services will be provided upon request. The rates are firm for 90 days and will remain in effect for all work covered under this proposal. If the project does not begin during this 90-day period however, CTI reserves the right to adjust the above rates and services will be provided under the CTI standard rates in effect at the time services are provided.

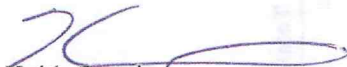
All rates are portal-to-portal and field services are subject to a 3-hour minimum charge (4 hours on weekends and holidays). Testing and inspection rates cover all costs for scheduling of services, providing the testing or inspection including standard reports, and providing a standard billing invoice. Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices, or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management.

Based upon the information available to us at this time, we estimate a budget cost of **\$4,690.00** for the testing and inspection services. This estimate could vary up or down depending upon scheduling, changes to the number, duration, and types of inspection services which are required, re-inspection which may be necessary, and other similar factors outside of our control. We have attached a breakdown of this budget that reflects our understanding of the level of effort, which will be required on the project.

We thank you for this opportunity to provide this proposal and hope to be of service to you on this project. You may authorize the work described herein by signing the attached Work Order and General Conditions and returning it to this office.

Respectfully submitted,

CARLSON TESTING INC.

  
Keith Gauvin  
Project Manager

# Carlson Testing, Inc.

## Project Estimate

(See attached notes & assumptions)

Revision # 0 07/08/2013

Bid Jobno: Q0010973. PFRIEM TI @ HALYARD BUILDING

Client: X

Proposal To: PORT OF HOOD RIVER - STEVE BURDICK

Project Manager: KEITH R. GAUVIN

Code	Activity/Comments	# Of Trips	UM	Qty/ Hours	OT Hrs /Trips	Hourly Rate	Mileage	Total Charge
L113	CONCRETE/REBAR	4	TRIP	5.00	0.00	\$ 58.00	\$ 416.00	\$ 1,576.00
E100	COMPRESSIVE STRENGTH TESTS	4	SETS	4.00	0.00	\$ 22.00	\$ 0.00	\$ 352.00
E113	CURING BOX	4	EA	1.00	0.00	\$ 10.00	\$ 0.00	\$ 40.00
E724	PICK-UP THE COST OF PICK-UPS MAY BE REDUCED IF THE CYLINDERS REMAIN ON-SITE TIL NEXT INSPECTION.	4	TRIP	2.50	0.00	\$ 58.00	\$ 416.00	\$ 996.00
L600	STRUCTURAL STEEL FIELD ASSUMING PERIODIC INSPECTIONS ONLY ARE REQUIRED.	1	TRIP	5.00	0.00	\$ 63.00	\$ 104.00	\$ 419.00
L601	STRUCTURAL STEEL SHOP ASSUMING THAT A SHOP LOCAL TO THE HOOD RIVER AREA IS USED.	1	TRIP	5.00	0.00	\$ 63.00	\$ 104.00	\$ 419.00
L618	PROPRIETARY ANCHORS	2	TRIP	5.00	0.00	\$ 58.00	\$ 208.00	\$ 788.00
E720	FINAL SUMMARY LETTER	1	EA	1.00	0.00	\$ 100.00	\$ 0.00	\$ 100.00

Total Estimated Cost \$ 4,690.00

Round Trip Miles to Site 160

Round Trip Miles to Shop 160

Mileage Rate \$0.650

OT Multiplier 1.50

## General Conditions

- 1) Unless otherwise agreed in writing or specified in CTI's proposal, charges for all services will be billed in accordance with the Carlson Testing, Inc. (CTI) rate schedule in effect at the time the services are provided. Field services are portal to portal with a three-hour minimum charge for all inspections performed 7:00 am to 5:00 pm Monday through Friday. A two-hour minimum show up charge will be charged for any inspection, which is cancelled unless CTI is notified of the cancellation at least 2 hours prior to the scheduled inspection time. A premium rate of 1.5 times the regular rate will be charged for all work in excess of 8 hours per day or for inspections before 7:00 am or after 5:00 pm Monday through Friday. A minimum charge of 4 hours will be charged at a premium rate of 1.5 times the regular rate for inspections that are scheduled on Saturday, Sunday and/or Legal Holidays. Special services including but not limited to performing technical research, development of specialized testing or inspection procedures, review of project contractual or technical documents, conducting quality control audits, preparation of specialized reports, invoices or cost/budget summaries, attendance at project meetings, or other incidental services will be billed as Project Management or engineering services as appropriate.

For construction inspection services, unless fulltime inspection has been requested for the project, CTI's services are provided on an "On-Call" basis. The number, frequency, duration, and type of inspections required are dependent upon construction activities, schedule, production, and changes and are not within CTI's control. Upon telephonic request, CTI will provide the inspection and testing services as requested and will invoice Client for services provided.

The extension of unit prices in any proposal with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the inspection and/or testing for any construction project. The quantities, when given, are estimates based on the information provided to CTI by the Client and contractors at the time our proposal is prepared. Since schedule, performance, production and changes are directed and controlled by others and are subject to change during the project, any quantity extensions are estimates only and not a guarantee of maximum cost.

- 2) Client will be invoiced once each month for work performed during the preceding period. Unless Client disputes the invoice, Client agrees to pay each invoice in full and with no retainage within thirty (30) days of receipt. Client's duty to make payment shall not be conditioned upon Client's receipt of payment or funding from any third party. Client further agrees to pay a service charge on all amounts invoiced and not paid within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest permitted under applicable law, whichever is the lesser) until paid. Failure of Client to make payment within thirty (30) days of invoice shall constitute a full release of CTI from any and all claims which Client may have, whether in contract or tort or otherwise, and whether known or unknown at the time.

If Client disputes any portion of an invoice, Client agrees to notify CTI in writing of all disputed amounts and the reason Client believes these amounts to be in error within thirty (30) days of receipt of the invoice. Client hereby waives any right to dispute an invoice following this thirty 30-day period.

Client agrees to pay CTI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. CTI reserves the right to withhold any final report or final letter of compliance until all outstanding invoices and interest on late payments, if any, have been paid in full.

- 3) If Client instructs CTI to bill a third party for any services, CTI will bill the third party as a courtesy to Client. Client agrees, however, that Client shall be responsible for full payment of all outstanding charges if payment is not received by the 60<sup>th</sup> day following the invoice date and that Client shall make such payment to CTI within 30 days following notification that CTI has not received payment from the third party.
- 4) Unless otherwise agreed in writing, CTI is not being retained to provide engineering services including, without limitation, performing any geotechnical site investigation, developing design or construction specifications, serving as Engineer of Record, or to perform any other duties which require CTI to render engineering judgments or opinions. CTI shall have no authority to alter any contract between any other parties or to approve or

accept any portion of the work. If the parties have agreed or subsequently agree in writing that CTI's services will include engineering services, then CTI's Supplemental General Conditions are hereby incorporated into this agreement.

- 5) CTI's responsibilities shall not include determining, supervising, implementing or controlling the means, methods, techniques, sequences or procedures of construction or evaluating or reporting job conditions related to health, safety or welfare.
- 6) Client assumes sole responsibility for determining whether the quantity and nature of work ordered by Client is adequate and sufficient for Client's intended purpose.

Client acknowledges that construction inspection, observation, and testing services provided by CTI are techniques which may reduce the risk of construction defects, deficiencies, or omissions arising during or after construction. Services performed by CTI do not constitute a warranty or guarantee of any type. Even with diligent construction monitoring and/or testing by CTI, construction defects, deficiencies, or omissions in the Contractor's work may exist. In all cases, Client and/or the Contractor shall assign the Contractor the responsibility for the quality and completeness of the work and for adhering to plans and specifications. CTI's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the construction documents.

CTI will provide its professional services to Client with that degree of care and skill currently exercised under similar circumstances by members of its profession in the same locale. This representation is in lieu of any other warranty or representation, either expressed or implied. It is also understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation.

- 7) Subject to the limitations set forth in this Agreement, CTI will indemnify and hold harmless Client and Client's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or relating to CTI's performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by CTI's negligence or the negligence of anyone directly or indirectly employed by CTI. In no event shall the indemnity obligations of CTI exceed the greater of Fifty Thousand Dollars (\$50,000.00) or the professional fees received by CTI in the performance of this Agreement. In no event shall CTI be liable for indirect or consequential damages of any kind.
- 8) Client shall indemnify and hold harmless CTI and CTI's officers, employees, agents, and directors from and against all claims, damages, losses and expenses, including reasonable attorney fees, arising out of or resulting from the work on the project but only to the extent caused by Client's negligence or the negligence of anyone directly or indirectly employed by Client. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against CTI and to the extent that CTI shall prevail in such suit, cause of action, claim or counterclaim, the party initiating such action shall pay to CTI the costs and expenses incurred by CTI to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, court costs, witness fees and other related expenses.
- 9) CTI is covered by General Liability Insurance with a limit of \$1,000,000 per occurrence. If Client requires additional coverage in excess of this amount, and if procurable, CTI will obtain additional insurance to the limits Client requires at Client's expense.
- 10) Client shall not assign its rights under this Agreement without the prior written consent of CTI. In the event of such permitted assignment, Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of CTI's work. CTI shall have no duty or obligation to any third party greater than that set forth in CTI's proposal or this Agreement.
- 11) Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- 12) This agreement shall be governed by the laws of the state in which the project is located.
- 13) The terms of this Agreement shall survive the completion of services and termination of the Agreement.
- 14) The ordering of work from CTI or use of any reports or information provided by CTI shall constitute acceptance of the terms of CTI's proposal and these General Conditions.

## Supplemental General Conditions Engineering Services

These Supplemental General Conditions augment CTI's General Conditions and shall apply to all geotechnical or other engineering services performed by CTI.

1) Unless otherwise agreed, Client shall furnish CTI with applicable permits and right-of-entry on the land and Client shall be responsible for the propriety of the time, place and manner of CTI's entry for making borings, surveys and other explorations. CTI will take reasonable precautions to minimize damage to the site from use of equipment, but has not included the cost of restoration of the site in the proposed fee. If Client desires CTI to restore the site to its approximate former condition, (i.e., compaction of backfill, pavement patching, restoring lawns, vegetation, etc.), CTI will accomplish this as an additional service. Client agrees to indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors from any claim, liability, or costs (including attorney fees) arising in connection with CTI's access to, entry upon, or the restoration of the site.

2) Client shall provide CTI with utility and substructure information on and adjacent to the project site and assumes responsibility for the accuracy of such information provided to CTI. Client will indemnify, defend and hold harmless CTI and its officers, employees, directors, agents, and subcontractors against any claim or damage which occurs as a result of CTI's reliance on this information. Any existing utility or substructure damage or hazardous waste discovered by CTI during the course of its service is the sole responsibility of Client.

3) Client warrants that it does not know, suspect, assume or have reason to know of the presence of pollutants on or under the project site(s), or on/in property which must be crossed to conduct CTI's work and Client shall advise CTI of any discovery of hazardous waste or pollutants on or near the site(s). If hazardous waste or dangerous pollutants are discovered during the course of or in connection with CTI's work, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reviewed and that this contract shall be renegotiated or, in the sole discretion of CTI, terminated. Client is responsible for the proper decontamination and disposal of contaminated equipment, soil, material, and samples.

Client agrees to defend, indemnify and hold harmless CTI and its officers, employees, directors, agents, and subcontractors for all loss, cost, damage, expense (including attorney fees) or liability, arising out or in connection with CTI's services which exacerbates existing environmental pollution or contamination or any newly caused or created pollution or contamination.

4) It is understood and agreed that statements made in CTI reports are observations based on technical judgments, and should not be construed to be conclusive representations of fact. Test borings, test pits and other methods of subsurface exploration are generally accepted means of obtaining subsurface information in this area. However, they cannot indicate with certainty the subsurface conditions between and below the test explorations. If conditions different from those indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTI immediately to authorize further appropriate evaluation. This evaluation shall be an additional service.

The conclusions and recommendations for construction in CTI's reports are based on limited sampling and the interpretation of variable surface and subsurface conditions. Our conclusions and recommendations shall be deemed preliminary unless or until we are requested by Client to validate our assumptions and finalize our conclusions and recommendations by preconstruction design documents review and site presence during construction and have completed such work. If our Scope of Services does not include preconstruction plan review and construction observations, any reliance by Client or any other party on our preliminary assumptions, conclusions or recommendations is at the risk of that party and without liability to CTI.

Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client.

5) Engineering reports, field data, laboratory data, analysis, calculations, estimates, designs and other documents prepared by CTI are instruments of CTI's service and remain our property. We will retain pertinent records relating to the services performed for 10 years following submission of any report produced under this Agreement, and will make extra copies of the Instruments of Service available to Client on request for a reasonable fee.

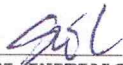
Neither Client nor any other party may use the Instruments of Service for additions or alterations to this project, or for other projects, or otherwise, without CTI's prior written permission. Client will defend, indemnify, and hold CTI harmless from any claims, damages and expenses arising out of any such reuse.

6) The parties agree that all legal actions by either party against the other concerning our services pursuant to this Agreement or for failure to perform in accordance with the applicable standard of care, however denominated, will become barred two (2) years from the completion of CTI's services.

Carlson Testing, Inc.

March 2013

Page 3 of 3

  
CTI INITIALS CLIENT INITIALS



# Carlson Testing, Inc.

Bend Office (541) 330-9155  
Geotechnical Office (503) 601-8250  
Eugene Office (541) 345-0289  
Salem Office (503) 589-1252  
Tigard Office (503) 684-3460

## Authorization To Proceed & Work Order

Please complete and return by fax to Keith Gauvin at 503-670-9147.

This document constitutes authorization for Carlson Testing, Inc. (CTI) to proceed with construction inspection and testing services under the terms of CTI's General Conditions (copy enclosed) dated 3/2013 for the project described below. **This Authorization must be completed, signed and returned prior to CTI performing services.** Thank You.

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

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

Permit #: \_\_\_\_\_

Issued By: \_\_\_\_\_

Project Address/City/State: \_\_\_\_\_  
(please specify street/drive/court/avenue, etc.)

Directions: \_\_\_\_\_

Scope: ON-CALL INSPECTION & TESTING SERVICES

When CTI is providing Density (Compaction Testing Only), these services do not include engineering or engineering related recommendations, which are solely the responsibility of the Registered Design Professional in responsible charge for specifications and recommendations or the Geotechnical Engineer. That party's contact information must be completed on the distribution section under "Registered Design Professional in Responsible Charge for Specifications and Recommendations".

Superintendent Name/Phone: \_\_\_\_\_

U.S. Army Corps of Engineers projects call for special reporting requirements. Please indicate if this is a U.S. Army Corps of Engineers project by checking the box. Do not check this box unless this is a U.S. Army Corps of Engineers project.

Please enter the following billing information:

Purchase Order Number (if applicable): \_\_\_\_\_

Company & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Unless otherwise agreed in writing, the ordering of work from CTI or use of any work product produced by CTI constitutes acceptance of the attached CTI's General Conditions dated 3/2013 and agreement to be bound by the terms and conditions incorporated therein.

The undersigned hereby agrees that preparation of any Final Summary Report or Letter (if required) will be billed in accordance with CTI's standard rate schedule.

I certify that I have the authority to sign and enter into this agreement and agree to be bound by its terms.

Signature of Authorized Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Information

Billing Information

## Authorization To Proceed & Work Order - Page 2

Please complete and return by fax to Keith Gauvin at 503-670-9147.

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

### Report Distribution Information

In addition to our client the International Building Code (IBC) requires that reports for permitted projects be distributed to the building official, the engineer or architect of record and the contractors.

**Client:** Mail  Fax  E-Mail  (Choose One)

Company & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Contractor:** Mail  Fax  E-Mail  (Choose One)

Company & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Building Jurisdiction:

Municipality & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Structural Engineer:** Mail  Fax  E-Mail  (Choose One)

Company & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Authorization To Proceed & Work Order - Page 3

Please complete and return by fax to Keith Gauvin at 503-670-9147.

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

### Report Distribution Information

**Owner or Developer:** Mail  Fax  E-Mail  (Choose One)

Company & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Architect:** Mail  Fax  E-Mail  (Choose One)

Company & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### Registered Design Professional in Responsible Charge for Specifications and Recommendations:

Name and Address of the Registered Design Professional in Responsible Charge for specifications and recommendations must be included for any project including soil testing. An address is not required if CTI is the engineer of record. (Will only receive soils/rock density reports)

Mail  Fax  E-Mail  (Choose One)

Company & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Masonry, Concrete, Subcontractor and Fabrication Shop are to be listed below.

**Other Report Distribution** Mail  Fax  E-Mail  (Choose One)

Company & Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

# Commission Memo

**To: Commissioners**  
**From: Michael McElwee**  
**Date: July 16, 2013**  
**Re: Reappointment of Legal Counsel for FY 2013-14**

---

As a matter of official record, the Port's legal counsel should be reappointed at the first meeting of the new fiscal year.

Please note that the Port's auditor is usually reappointed at the same time; however, the contract for audit services with Pauly, Rogers and Co., P.C. was for the fiscal years ending June 30, 2012 through June 30, 2014 so reappointment is not necessary at this time. Reappointment of Columbia River Insurance as the Port's Insurance Agent-of-Record is an Action Item for this agenda.

**RECOMMENDATION:** Reappoint Jaques, Sharp, Sherrerd, FitzSimons & Ostrye as Port Legal Counsel for FY 2013-14.

# Commission Memo

**To: Commissioners**  
**From: Fred Kowell**  
**Date: July 16, 2013**  
**Re: IT Professional Service Contract**

---

The Port has contracted with Jack Lerner Computer Support to provide the IT services through June 30, 2013. In previous years, we contracted with an employee with the county to handle many of our IT services. The Finance Manager continues to oversee and handle minor IT issues within the office and Toll booth, but refers work to the IT consultant whenever more complicated matters are presented or time limitations cause the use of his services to be requested. The Port has contracted with Jack Lerner Computer Support to fill this particular void.

We foresee a need for ongoing IT expertise from Jack Lerner Computer Support and this contract only relates to his labor and not the materials that are purchased for the Port. Staff will continue to evaluate the amount and type of work staff has capacity to take on and the level of IT service needed in the future.

**RECOMMENDATION:** Approve contract with Jack Lerner Computer Support through June 30, 2014 not to exceed \$15,000.

## Commission Memo

**To: Commissioners**  
**From: Fred Kowell**  
**Date: July 16, 2013**  
**Re: Accounts Payable Requiring Commission Approval**

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### **TraneOregon - \$7,460.45**

Emergency call out to address Halyard Building HVAC on May 14<sup>th</sup>, 15<sup>th</sup>, and 20<sup>th</sup> for installation of new mother board and programming, diagnosis and repair of summit control system, and upgrading Tracer ES software system to provide functionality for new system.

**RECOMMENDATION:** Approve release of payment for emergency call-out to TraneOregon for \$7,460.45.

## Commission Memo

**To: Commissioners**  
**From: Michael McElwee**  
**Date: July 16, 2013**  
**Re: Gorge Innoventure**

---

At the regular meeting in March, the Commission received an update on Gorge Innoventure, the business accelerator located in the Port Office Building. At that time, Commissioners requested a further update on the activities and progress of Gorge Innoventure in 3-4 months.

At the July 16 meeting, Gorge Innoventure Board Chair Avery Pickard will attend and provide a briefing to the Commission and be prepared to answer questions. Please see the attached summary.

## Laurie Borton

---

**From:** Robin Cope [robinc@gorge.net]  
**Sent:** Wednesday, July 10, 2013 10:22 AM  
**To:** mmcelwee@portofhoodriver.com  
**Cc:** Avery Pickard; Bill Fashing; Dave Scarborough; scott@hammock.net; gary.rains@rainsmarketing.com; mhockett@hoodriverHR.com  
**Subject:** Gorge Innoventure Briefing to Port of Hood River - July 16: 5:00 PM

Hi Michael,

Please see highlights below regarding Gorge Innoventure Activity September - June 2013. Avery Pickard, Board Chair, will present this information on 7/16 at 5:00 PM and understands that she has about 10 minutes with 5 minutes Q&A. You may use this email in your Commission packet if you wish. Please let me know if you need additional information. Thank you.

Regards,

Robin Cope, OEN Regional Catalyst Manager; OEN Gorge Accelerator Boot Camp Coordinator  
541-296-8080, [robinc@gorge.net](mailto:robinc@gorge.net)

###

**Gorge Innoventure** - *helping growth companies connect to the resources they need to succeed and add jobs to the economy*

Activity Report to the Port of Hood River; September - June 2013

### **Current Programs/Services**

- Collaboration and conference space
- Brown Bag Workshops (most Wednesdays)
- PubTalk
- Accelerator Boot Camp
- Gorge Angel Conference

### **Current Board Members:**

Avery Pickard, Bill Fashing, Dave Scarborough, Scott Hammock, Gary Rains and Monica Hockett

### **Number of Businesses Assisted (Members):**

**Goal: 5**

**Actual to Date: 7**

- EdCaliber, Kevin Stone - online management tool for school districts - Winner of 2012 Gorge Angel Conference; GAIN invested \$145K
- On Demand Analysis, Brad Coulon - SaaS company; translates business user needs into software
- 4-Tell, Ken Levy - online recommendation software company
- Avalon Business Services, Cori Collins - bookkeeping services
- Wickwire Tool Company, Tracy Wickwire & Jeff Nicol - DIY paint tools
- Greenlight Development, Shannon Vance - web programming
- Seeq Inc., Steve Sliwa - Big data company

**Number of Jobs Created:** (tracking ongoing)

**Goal: 10**

**Actual to Date: 2**

- EdCaliber: 2



**Number of Events/Workshops:**

**Goal: 8**

**Actual to Date: 4**

- Open House: 1
- Weekly Brown Bag Workshops: 3

**Coming Up:**

- PubTalk - July 16, 2013
- Accelerator Boot Camp - (5) company participants; (10) Mentors & Coaches - Sept. 10 - Oct. 29
- Gorge Angel Conference - Nov. 5, 2013

**Other**

- The Port of Hood River appears on the Gorge Innoventure website as a Partner and is mentioned at all events and activities
- Implemented Monthly Email Updates to Michael McElwee and Rich McBride

# Commission Memo

**To: Commissioners**  
**From: Liz Whitmore**  
**Date: July 16, 2013**  
**Re: Event Site e. Coli Analysis**

---

Recently, water samples taken from the Event Site by Columbia Riverkeeper indicated that e.Coli levels were above the EPA's water quality standard which is 235 MPN for a single grab sample.

Signs were posted at the Event Site indicating high e.Coli levels had been reported by Columbia Riverkeeper and water contact discouraged.

The results from the Event Site registered as follows:

Monday, June 24: 272 MPN  
Wednesday, June 26: >2,419.2 MPN  
Monday, July 1: 687 MPN  
Tuesday, July 2: 77.6 MPN  
Monday, July 8: 58.85 MPN

Lorri Epstein, Water Quality Director for Columbia Riverkeeper will provide information at the Commission meeting on the process used to collect water samples and Riverkeeper's partnership with DEQ.

**RECOMMENDATION:** For discussion



Clean Water • Healthy Rivers • Our Future

Columbia Riverkeeper  
111 Third Street  
Hood River, OR 97031  
Phone: (541) 387-3030  
www.columbiariverkeeper.org

COLUMBIA RIVER WATER QUALITY REPORT  
E.coli Analysis

Date: July 2, 2013

Project: Columbia River E.coli Monitoring, City of Hood River

Method: Colilert/Quanti-Tray 2000

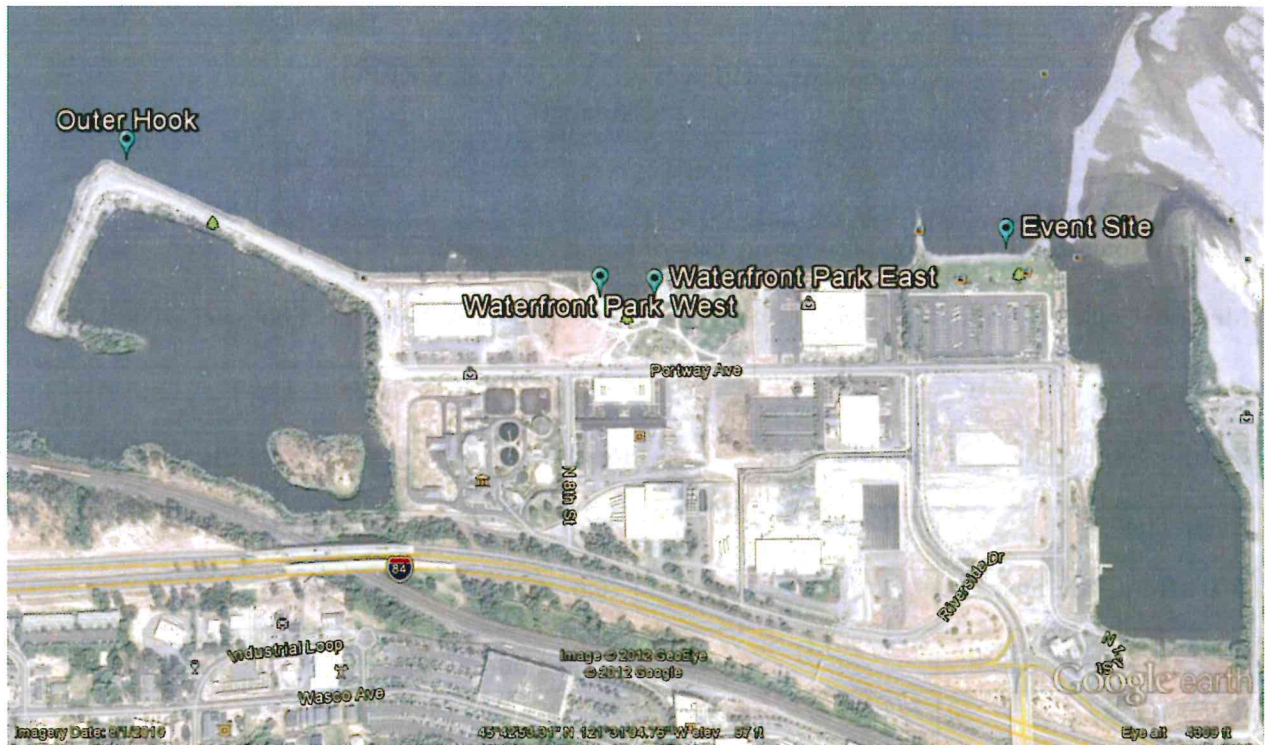
Units: Most Probable Number of colonies/100mL (MPN)

Sample Site	Sample Date	Results (MPN)	Exceeds EPA Standard?
Event Site	7/1/2013	686.7	YES
Waterfront Park East	7/1/2013	76.6	No
Waterfront Park West	7/1/2013	25.6	No
Outer Hook	7/1/2013	9.7	No

*Oregon's water quality standards provide that a single sample shall not exceed **406 MPN** and the geometric mean of 5 samples within 30 days shall not exceed **126 MPN**.*

*The Environmental Protection Agency's water quality standards provide that a single sample shall not exceed **235 MPN**.*

Sampling site locations:



## Commission Memo

**To: Commissioners**  
**From: Ali Danko**  
**Date: July 16, 2013**  
**Re: Progress of the ECONorthwest Study**

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The ECONorthwest (ECO) Economic Impact Study that I have been working on as an intern at the Port is going well, and we have made significant progress on schedule. I am in regular contact with Terry Moore, ECO's project director, and Carsten Jensen, an ECO analyst assigned to the project. My assignments and responsibilities from both of them have been clear. ECO is also in contact with FCS Group, who will be conducting the study of all 23 Oregon ports.

I have been collecting data from the Port that will be included both in ECO's study and the state study. The Port staff has been very welcoming, and I appreciate their willingness to provide me with (or help me find) the information I need.

Terry and I are in the midst of interviewing 10 business owners/managers, whose responses will be included in the final report. So far, the interviewees have been willing participants, making the interviews very useful.

I will provide a more detailed oral report at the meeting, and can answer any questions you have for me at that time.

**RECOMMENDATION:** For discussion.

# Commission Memo

**To:** Commissioners  
**From:** Liz Whitmore  
**Date:** July 16, 2013  
**Re:** Frontage Road Bicycle/Pedestrian Path

---

Last week ODOT approved a work order contract to authorize WH Pacific, an architectural and engineering firm, to proceed with design drawings for the Frontage Road bicycle and pedestrian path. The objective of this project is to provide a multi-use path for safe connections to both the east and west of the pedestrian bridge.

**Background:** In 2006, \$900,000 in federal funding was designated for a Frontage Road improvement project. The project was determined not to be feasible and the remaining funds were set aside to be applied toward a proposal for a bicycle and pedestrian path. Discussions with WH Pacific began at the end of 2010 to provide a conceptual design for the project. The project prospectus was submitted in 2011 and re-submitted in 2013 and was finally approved in spring 2013.

**Scope of Work:** Starting at the Button Bridge and Marina Drive intersection a possible option is to create an off-road use path around the mounded utility vault area and continue onto Marina Drive as a "by-way" with signage and "sharrow" roadway markings for shared bicycle and vehicular use. This "sharrow" would connect to a new paved path from the museum driveway to the pedestrian bridge. A plaza could be developed at the base of the bridge and include benches, an information kiosk, and way finding signage. On the west side of the bridge, paved connections to Frontage Road as well as the Naito development walking path would occur. Frontage Road would act as another "sharrow" and would eventually connect around the Union 76 to N. 2<sup>nd</sup> Street.

**Public Outreach:** Staff will schedule opportunities for public input meetings which may include an advisory committee.

**Schedule:** Bid January 2014 and complete construction by Spring/Early Summer 2014.

**Estimated Budget:** \$153,284 for architecture and engineering drawings, with an estimated \$300,000 designated for construction. The Port of Hood River has previously paid a \$70,000 local match in 2008. ODOT has not indicated that an additional payment from the Port is required. Once the design drawings are completed and a budget estimate has been developed there may be an opportunity for the Port to enhance the design by providing additional funding.

**Additional Information:** See attached for ODOT Work Order Contract with WH Pacific and a conceptual sketch of proposed design.

**RECOMMENDATION:** For discussion

**WORK ORDER CONTRACT # 9**

**PRICE AGREEMENT ("PA") # 28353**

**Project Name/Location:** Port of Hood River Frontage Road Pedestrian Path Design

This Work Order Contract ("WOC") is entered into by and between the State of Oregon, by and through its Oregon Department of Transportation ("Agency" or "ODOT"), and WH Pacific, Inc., an Alaska corporation ("Consultant" or "Contractor"). This WOC incorporates by this reference:

- a. all of the Terms and Conditions contained in Part II of the above referenced PA;
- b. the provisions from the PA Exhibits with the exception of: E, E.1, K
- c. the attached DBE Provisions
- d. the attached Statement of Work and Delivery Schedule;
- e. the Breakdown of Costs (BOC) and Appendix 1-WOC Rate Matrix; (Except for Fixed-Price, File copy only)
- f. the attached Committed DBE Breakdown and Certification Form(s).

**WOC EXPIRATION DATE:** **June 30, 2014** or when Consultant has completed all Services and submitted all deliverables required under the WOC, including all warranty or corrective work, if any, whichever is later (up to 90 calendar days beyond the date specified above). The required schedule for performance under the WOC is specified in the Statement of Work and Delivery Schedule.

DBE (WOC includes federal funds? Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		DBE Goal: 8.5%
MWESB Aspirational Target (for State-only funded and WOC will exceed \$500,000, including as amended): N/A		
Expenditure Account (EA): #C3145200-000	Fed Aid #: N/A	ODOT Key # 14706
<b>A. The Total Not-to-Exceed ("NTE") amount for this WOC.</b> This total includes all allowable costs, profit, and fixed-fee amount (if any), shown in section H.4; and \$43,164 for contingency tasks, each of which must be separately authorized by Agency.		<b>\$153,284</b>

No Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the WOC is fully executed, and Notice-To-Proceed has been issued by Agency.

**Certification: Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:**

- (1) Consultant has read, understands and agrees to comply with the requirements set forth in the PA and in all Exhibits and other documents incorporated by reference in the PA. **Consultant understands and agrees that any exhibits or other documents not physically attached to the PA that are incorporated by reference have the same force and effect as if fully set forth herein. The full text of any exhibits or other documents incorporated by reference and not physically attached to the PA is available at the following Web address: <http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Price Agreement Contract Docs> ;**
- (2) (a) Consultant and its Associates are in compliance with and have no disclosures required per the ODOT Conflict of Interest Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Misc>), or (b) Consultant has made all required disclosures per the ODOT Conflict of Interest Guidelines and, if determined necessary by Agency, a mitigation plan has been approved by Agency;
- (3) (a) Consultant's correct taxpayer identification number is listed in the above-referenced Price Agreement or on file with Agency; (b) Consultant is not subject to backup withholding because (i) Consultant is exempt from backup withholding, (ii) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620; (d) Consultant is an independent contractor as defined in ORS 670.600; (e) if required by 40CFR1506.5(c), Consultant has no financial or other interest in the outcome of the project; and (f) in the event that Consultant is a general partnership or joint venture, that Consultant signature(s) on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.
- (4) Consultant hereby provides the certifications and is in conformance and will comply with all requirements set forth in **Exhibit D** to the PA. "INFLUENCE, DEBARMENT AND NON-DISCRIMINATION.

**CONSULTANT:**

Name & Title	WH Pacific, Inc.	Date
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**LEGAL SUFFICIENCY:** Approved by Assistant Attorney General Glen Driveness via email dated 6/28/2013

ODOT Signature (Procurement Authority)	Print Name	Date
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ODOT Signature (Expenditure Decision Authority)	Print Name	Date
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**STATEMENT of WORK and DELIVERY SCHEDULE  
for  
WOC # 9 under PA # 28353**

**Project Name: Port of Hood River Frontage Road Pedestrian Path Design**

Name: Address:  Phone: Fax: Email:	<b>Agency Project Manager (“APM”)</b> Bret N. Richards ODOT Region 1 Local Agency Liaison 123 NW Flanders Street Portland, OR 97209 (503) 731-8288 (503) 731- <u><a href="mailto:Bret.n.richards@odot.state.or.us">Bret.n.richards@odot.state.or.us</a></u>	Name: Address:  Phone: Fax: Email:	<b>Consultant Project Manager (“PM”)</b> Wayne Bauer WHPacific, Inc. 9755 SW Barnes Road, Suite 300 Portland, OR 97225 (503) 372-3520 (503) 526-0775 <u><a href="mailto:wbauer@whpacific.com">wbauer@whpacific.com</a></u>
Name: Address:  Phone: Fax: Email:	<b>Local Public Agency Project Manager (“LPM”)</b> Liz Whitmore and Michael McElwee Port of Hood River 1000 E. Port Marina Drive Hood River, OR 97031 541-386-1645 541-386-1395 <u><a href="mailto:MMcelwee@portofhoodriver.com">MMcelwee@portofhoodriver.com</a></u> <u><a href="mailto:lwhitmore@portofhoodriver.com">lwhitmore@portofhoodriver.com</a></u>	Name: Phone: Email:	<b>Alternate Contact for Consultant</b>

**A. PROJECT DESCRIPTION and OVERVIEW of SERVICES**

Agency is contracting with Consultant for preliminary engineering (PE) Services in connection with the Port of Hood River Frontage Road Pedestrian Path Design project (the “Project”), in Hood River, Oregon.

The WOC provides PE Services for an approximate 1600’ long, 10’ wide shared-use path connection from the Hood River Bridge to OR 35. The existing Port Marina Park Road frontage roadway and area does not have a designated portion for bicycles or pedestrians. The objective of this Project is to provide a multi-use path for a safe connection between the existing bridge over Hood River and other Port of Hood River facilities adjacent to OR 35 for pedestrians and bicyclists.

Additional signs and directional striping will be added near the pedestrian bridge on the west side of Hood River, to direct pedestrians and bicyclists to downtown Hood River and other destinations. The anticipated design will consist of the following components, starting from east to west:

**East end of Project**

New interchange construction and traffic congestion at the intersection of E. Port Marina Drive and the Hood River Highway have made bicycle and pedestrian connections problematic. A possible option is to create an off-road shared use path that circles around the mounded, fenced utility vault area. The Port’s concrete monument sign may need modification to accommodate this path alignment option, but an off-road alignment may be the best alternative for user safety. The road to the west of the pedestrian bridge could be designated as a “by-way” with signage and “sharrow” roadway markings alerting motorists to drive with caution and share the road with bicyclists.

**East end of pedestrian bridge, near museum**

Options for improvements to this east bridgehead include a new, paved shared use path connecting the museum driveway to the pedestrian bridge. This path may also need to be constructed to carry automobiles, as it connects to

a graveled maintenance drive that heads north to the mouth of the river. A plaza area could be developed at the base of the bridge, as a node to consolidate the trails leading up to the bridge and include benches, an information kiosk and way finding signage. The pedestrian bridge is not wide enough for safe bike travel and the plaza would encourage bicyclists to dismount and walk their bikes across the bridge. The design will include evaluating alternative designs for this plaza and path connections.

### **West end of pedestrian bridge**

Options for improvements include creating paved connections to the bridge with a small plaza area and possibly allowing for some minimal parking. This is also a prominent location for an information kiosk and way finding signage.

### **Frontage Road west of bridge**

The right-of-way and road is too narrow for a standard bike lane but this frontage road could become a shared vehicle, bicycle and pedestrian "by-way" with signage and "sharrow" roadway markings, alerting motorists to drive with caution and share the road.

### **West end lot near gas station**

The bike route needs to connect to N. 2<sup>nd</sup> Street. The bike route needs to go around the Union 76 gas station. Route alternatives will be evaluated to go either south or north of the gas station depending on how these routes connect to N. 2<sup>nd</sup> Street.

### **Lighting**

There are sections of E. Port Marine Drive and the Frontage Road without lighting. Options to add lighting will include security lighting at important nodes in the path system such as, at the east end intersection with the highway and at each end of the pedestrian bridge. The sections of street that are shared with bicycles could have either traditional street lights or ornamental style lights. It is assumed that lighting will be selected from Pacific Power's standard fixtures and poles and that the electrical design for circuits, conduits and conductors will be designed by Pacific Power under their flat rate lighting program.

### **Way finding Signage**

A comprehensive way finding program is needed to identify safe routes for bicycles and pedestrians to use underpasses and overpasses to cross the freeway. The signage program should exhibit consistent, recognizable graphics common to all the signs. Strategically placed kiosks could display a map of the greater area with all path connections identified.

### **Property Boundaries and Ownership**

The Port is in the process of right-of-way adjustments including some property trading with ODOT. The Consultant does not anticipate involvement in that process; however, if land is acquired that would benefit the path corridor; Consultant will include alternative route evaluations that look at using the new property for the path system.

### **Project Phasing**

This statement of work ("SOW") is for Preliminary Engineering (PE) Services only. Each subsequent phase is optional, at Agency's discretion, and may be added via amendment(s) to this WOC.

### **Construction Budget**

The estimated construction contract price for the Project described in this WOC is \$300,000.

### **Agency Responsibilities**

- Execution of Intergovernmental Agreement ("IGA") related to this Project
- Administration of Consultant Agreement
- Review and comment on preliminary (30%), advance (90%), and final (100%) complete submittals
- Review and comment on environmental clearance reports.

- Coordinate with State and Federal Agencies for approval of PS&E documents
- Review and revise funding Agreement (if needed)
- All contact with Native American Tribes
- All contact with Federal Highway Administration or other Federal Agencies
- Final Project Acceptance

**The Local Public Agency (LPA) Responsibilities**

The Port of Hood River shall be responsible for and provide:

- Coordination with Agency on funding and contract administration
- The LPA will be the applicant for any required permits and will be responsible for all permit fees
- Attendance at team meetings
- Review and comment on progress submittals
- Overall project coordination
- Coordination with outside agencies
- Coordination of LPA owned or managed utilities
- All public information, outreach and involvement related to the Project (except as may be stated as Consultant requirements in specific Tasks)
- Specific design criteria required by the LPA and any Standard Drawings and Details used by the LPA.
- Topographic survey

**Acronyms and Definitions**

<b>Agency, ODOT</b> – Oregon Dept. of Transportation	<b>NEPA</b> – National Environmental Policy Act
<b>APM</b> – Agency’s Project Manager	<b>NTE</b> – Not to Exceed
<b>BOC</b> – Breakdown of Costs	<b>NTP</b> – Notice to Proceed
<b>CPFF</b> – Cost Plus Fixed Fee	<b>ORS</b> – Oregon Revised Statute
<b>DBE</b> – Disadvantaged Business Enterprise	<b>PA</b> – Price Agreement
<b>ESA</b> – Endangered Species Act	<b>PM</b> – Project Manager
<b>FP</b> – Fixed Price	<b>SOW</b> – Statement of Work
<b>LPA</b> – Port of Hood River Local Public Agency	<b>T&amp;M</b> – Time and Materials
<b>MWESB</b> – Minority, Women & Emerging Small Businesses	<b>WOC</b> – Work Order Contract

**B. STANDARDS and GENERAL REQUIREMENTS**

**1. Standards**

The standards and general requirements applicable to this WOC are stated in the parent PA. In addition to those stated in the PA, the following shall apply to this WOC:

The “Reference Standards and Procedural Guidance Applicable To ODOT Professional Services and Related Services Projects” (as may be revised from time to time) is at the following Internet address and are incorporated by this reference with the same force and effect as if fully set forth herein:

**<http://www.oregon.gov/ODOT/CS/OPO/AE.shtml#Resources>** (select Standard-A&E/Related Services)

All work including, but not limited to design Services and construction support Services performed by Consultant and all subcontractors, shall be in conformance with the Oregon Bicycle and Pedestrian Plan Facility Design Standards, the American Association of State Highway and Transportation Officials (AASHTO) 2004 Policy on Geometric Design of Highways and Streets, AASHTO “Guide for the Development of Bicycle Facilities,” the Proposed ADA Architectural Barriers Act, Accessibility Guidelines for Outdoor Developed Areas, **ODOT Technical Bulletin TSB 09-01(B)** and all associated guidance and standards related to 1R projects. and current versions of applicable Agency Manuals and Guidelines which are published or endorsed by Agency (list available at the following link:

**<http://www.oregon.gov/ODOT/CS/OPO/docs/aepage/Standards.pdf>**).

Additional design standards, guidelines, requirements, and methodologies used may be provided within tasks below. In any instance where design standards, guidelines, requirements or methodologies are in apparent conflict, Consultant shall notify Agency’s APM and LPA and request clarification.

The following deliverables will be completed as part of this WOC. The anticipated schedule is to complete the design and construction documents in December 2013, assuming the NTP date is in July 2013. The actual schedule will be developed and delivery dates determined as part of Task 1.

Task No.	DELIVERABLE DESCRIPTION	DELIVERY DUE DATE
1.1	Project Schedule	Within 5 business days after NTP
1.1	Monthly Progress Reports	By the 20 <sup>th</sup> of each month
1.2a	Pre-design Site Visit and Summary of Existing Conditions	Within 10 business days from NTP
1.2b	Attend 3 Project Meetings	As scheduled and coordinated by the LPA
2.0 2.1 2.3 2.6	Environmental Reports for NEPA requirements: Hazardous Materials Corridor Study Phase 1 Archaeological Field Investigation Biological Baseline Report/No Effect Memo	Within 60 business days from NTP
3.0	Preliminary Design & Agency Review	Within 60 business days from NTP
4.0	Public Open House	Within 10 business days after submittal of Preliminary Design
5.1	Advance PS&E & Agency Review	Within 30 business days after Public Open House
5.2	Final PS&E	Within 30 business days after receiving Agency Comments
6.0	Bid Support	Within 40 business days after Final PS&E submittal

#### F. CONTINGENCY TASKS

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed ("NTP") issued by Agency's APM. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (within the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the "NTE for Each" amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the WOC. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant's invoice.

**Contingency Task Summary Table**

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
C.2.2 Level 2 Preliminary Site Investigation	\$11,268	1	T&M	\$11,467
C.2.4 Phase II Archaeological Investigation	\$23,193		T&M	\$25,186
C.2.5 Historical Resource Impact Documentation	\$5,986		T&M	\$ 6,512
<b>Total NTE For All Contingency Tasks:</b>				<b>\$43,164</b>

- Risk Assessment Input Data form - 1 PDF copy to Agency
- Determination of the DBE goal(s) for the Project (email acceptable) from Agency's Office of Civil Rights
- Advanced Plans, Specifications, Construction Schedule, and Construction Cost Estimate -1 paper copy and 1 MS Word to Agency and 1 each to LPA.
- Project plans and documentation for permit applications.
- Utility certification

## 5.2 - Final Plans, Specifications and Estimate (100%) Plans

Consultant shall incorporate review comments from Advance (90%) plans task into the final plans, specifications and estimate ("Final PS&E"). Agency and LPA will review, comment and approve Final PS&E.

Consultant shall:

- Provide labor, equipment and materials to prepare Final PS&E.
- Prepare the documents in an Agency approved format.
- Submit paper or .PDF of PS&E for final review by LPA and Agency.
- Incorporate all review comments from LPA's and Agency's final review and plot the Final PS&E drawings on Mylars.
- Provide a Specification Certification and PE Certified DOJ Exemption certification Statement.
- Enter bid item information into Agency's Transport system using ESTIMATOR and provide .dat and .est files to Agency via email. Provide the required print outs from ESTIMATOR when Final PS&E is submitted to Agency.

### Consultant Deliverables:

- Paper copy or .PDF files of 99% PS&E package.
- Final PS&E package -1 Mylar set of drawings, stamped and signed, and 1 MS Word copy to Agency and 1 copy each to LPA.
- Final PS&E Submittal Checklist
- Stamped Paper Copy of Bid Booklet with Specification Certification
- MS Word Document showing Red-lines of final Special Provision (Bid Booklet) with the electronic files sent via email.
- PE Certified DOJ Exemption certification Statement
- Construction Schedule
- Trans. Port ESTIMATOR "Bid Item Summary List and Costs"

## TASK 6 – BID PERIOD SUPPORT

Consultant shall be available to provide technical assistance and services to LPA and Agency during the bidding and award phase of the Project.

### Assumptions for budget purposes

- The need for memos/bid addenda will be limited to 2 or fewer.

Consultant shall respond to requests for information from construction contractors and suppliers regarding the Plans and Specifications during the bidding process.

### Consultant Deliverables:

- Written responses (memos, email and fax) issued to bidders to Agency and LPA in paper and electronic format within 3 days of request by Agency.
- Log of telephone responses issued to bidders to Agency and LPA in paper and electronic format
- Bid addenda in Agency Format to Agency and LPA in paper and electronic format

## TABLE 2 – Project Deliverable Summary and Schedule

**G. ADDITIONAL PROVISIONS FOR WOC**

**1. Project Cooperation.** All Project Cooperation provisions, as detailed in Attachment 1 to PA Exhibit F, shall apply to this WOC.

**2. Key Persons.** All Key Persons provisions, as detailed in Attachment 1 to PA Exhibit F, shall apply to this WOC. Consultant acknowledges and agrees that Agency selected Consultant, and is entering into the WOC because of the special qualifications of Consultant’s key personnel. In particular, Agency, through the WOC is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
Wayne Bauer	Project Manager
Mark Hadley	Landscape Architect
Sarah Heller	Project Engineer

In the event Consultant requests that Agency approve a re-assignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (email acceptable) and shall be deemed to be a Key Person under the WOC.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by Agency and shall not be billed to Agency. This includes labor hours spent reviewing project documentation, participation in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.

**3. Staffing Adjustments.** Consultant may make necessary staffing adjustments (other than Key Personnel) to the proposed staff {as shown in Consultant’s Breakdown of Costs (BOC)} provided:

- the alternate staff are appropriately qualified to complete the assigned tasks,
- any changes do not exceed approved billing rate maximums for the classification, and
- the Services can be completed without exceeding WOC (or task, if applicable) NTEs.

Consultant shall email notice to APM prior to implementing needed changes to staffing assignments.

**H. COMPENSATION**

The method(s) of compensation and payment option(s) selected below (and as specified for any Contingency Tasks in the table in Section F) are incorporated from Exhibit B to the PA. For additional detail and requirements regarding compensation methods, payment options, or Agency’s right to withhold retainage, see PA - Exhibit B, Compensation. No compensation is provided to Consultant for negotiations, preparing or revising cost estimate for Services, or negotiating contracts with subcontractors. *Note:* Some tasks (e.g., Project Management) will be ongoing throughout the project; however, all tasks are only budgeted for the level of effort applicable to the current phase of the Project.

**H.1 Non-Contingency Tasks**

The method(s) of compensation for non-contingency tasks in this WOC is:

- Time and Materials with Not-To-Exceed (“T&M”)

**H.2 Payment Options**

The payment option for the Services in the attached SOW is:

- Monthly Progress Payments for acceptable and verifiable progress (For costs on CPFF or T&M);

**H.3 Fixed Fee (for CPFF) - Reserved**

#### H.4 Total WOC NTE Amount

	Compensation Summary Table	Amount
1. CPFF NTE Amount (not including Fixed-Fee)	NTE Amount for allowable costs of non-contingency Services in this WOC	N/A
2. Fixed-Fee Amount	Total of Fixed-Fee amount(s) (for CPFF only)	N/A
3. Fixed Price Amount	Total of Fixed Price amount(s)	N/A
4. T&M NTE Amount	Total for any non-contingency Services	\$110,120
5. Price Per Unit NTE Amount	Total NTE for Price Per Unit Costs	N/A
6.	<b>Total Non-Contingency Amount:</b>	\$111,120
7.	<b>Total for Contingency Tasks (if any) per Section F above:</b>	\$ 43,164
	<b>TOTAL NTE (line 6 plus line 7) This amount includes all direct and indirect costs, profit, Fixed Fee amount (if any) and contingency task costs (if any).</b>	<b>\$153,284</b>

#### H.5 Invoices

Invoices must be in conformance with the ODOT Invoice Requirements Guide and any other PA requirements. The Invoice Requirements Guide is available on the Internet at:

<http://www.oregon.gov/ODOT/CS/OPO/docs/aepage/InvReq1.doc>

Consultant shall submit invoices electronically via email to the APM Bret N. Richards at [Bret.n.richards@odot.state.or.us](mailto:Bret.n.richards@odot.state.or.us).

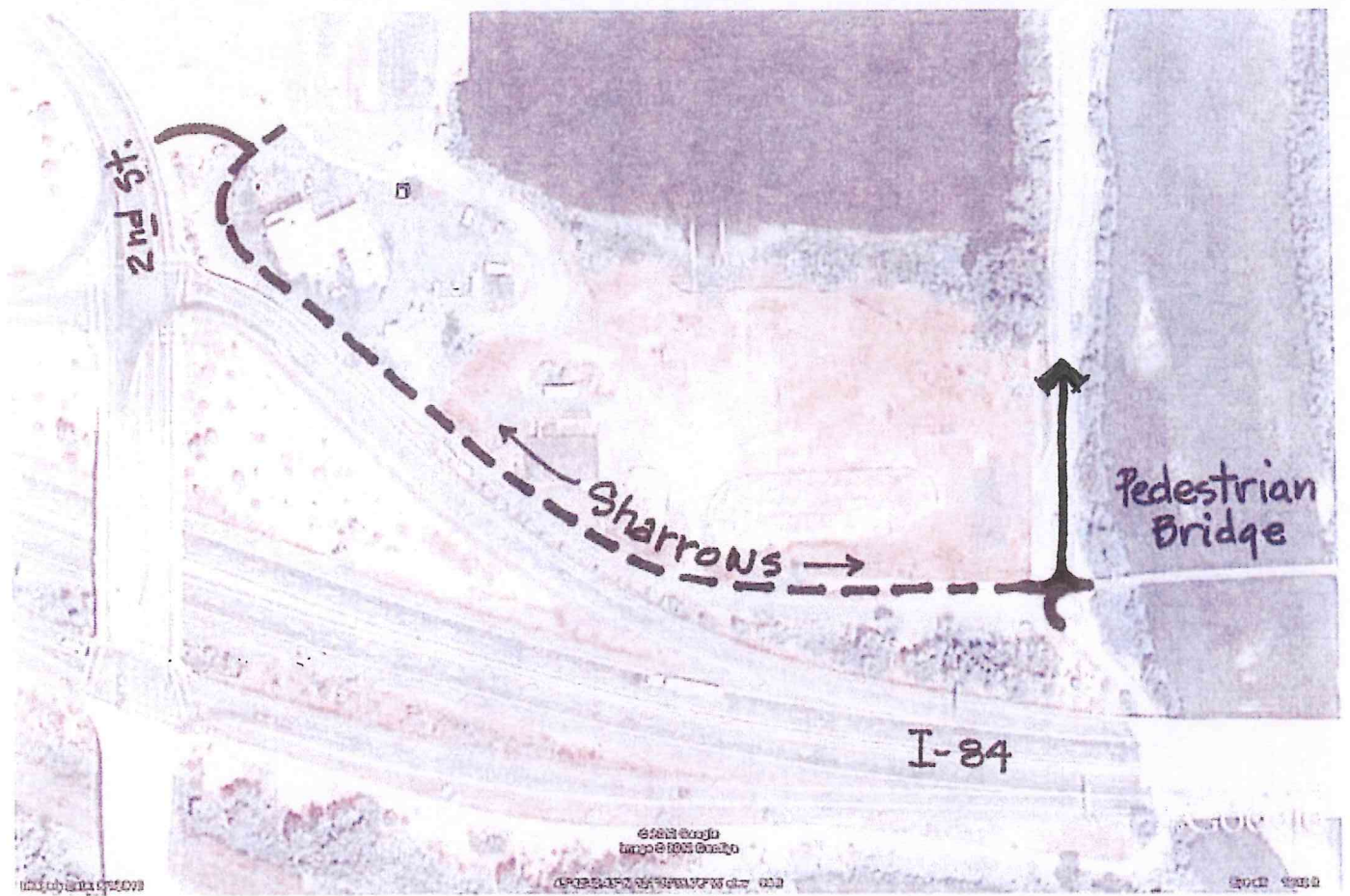
#### H.6 Summary Report of Subcontractors Paid

Consultant shall submit (via fax, scanned and sent via e-mail, or hard copy delivery) a completed, signed "Summary Report of Subcontractor's Paid" 734-2722 (pdf) " form 734-2722 to APM certifying that payment was made to all certified and non-certified subcontractors or suppliers (**required for all Projects that include subs, regardless of funding source or whether or not a DBE goal or MWESB Aspirational Target is assigned**). The form is available from the Internet at: <http://www.odot.state.or.us/forms/odot/highway734/2722.pdf> or from the Office of Civil Rights at 503-986-4350. Consultant shall submit with its on-time monthly invoice a completed "Summary Report of Subcontractor's Paid" (form 734-2722) to APM the month following each month payment (including retainage that is returned) was made to a subcontractor or supplier.

#### WOC ATTACHMENTS

##### BREAKDOWN OF COSTS FOR SERVICES

The Breakdown of Costs (BOC) dated 05/14/2013 and current WOC Rate Matrix are not physically attached but incorporated into this WOC by this reference with the same force and effect as though fully set forth herein. Copies of the final BOC and current WOC Rate Matrix have been provided to Consultant prior to WOC execution.



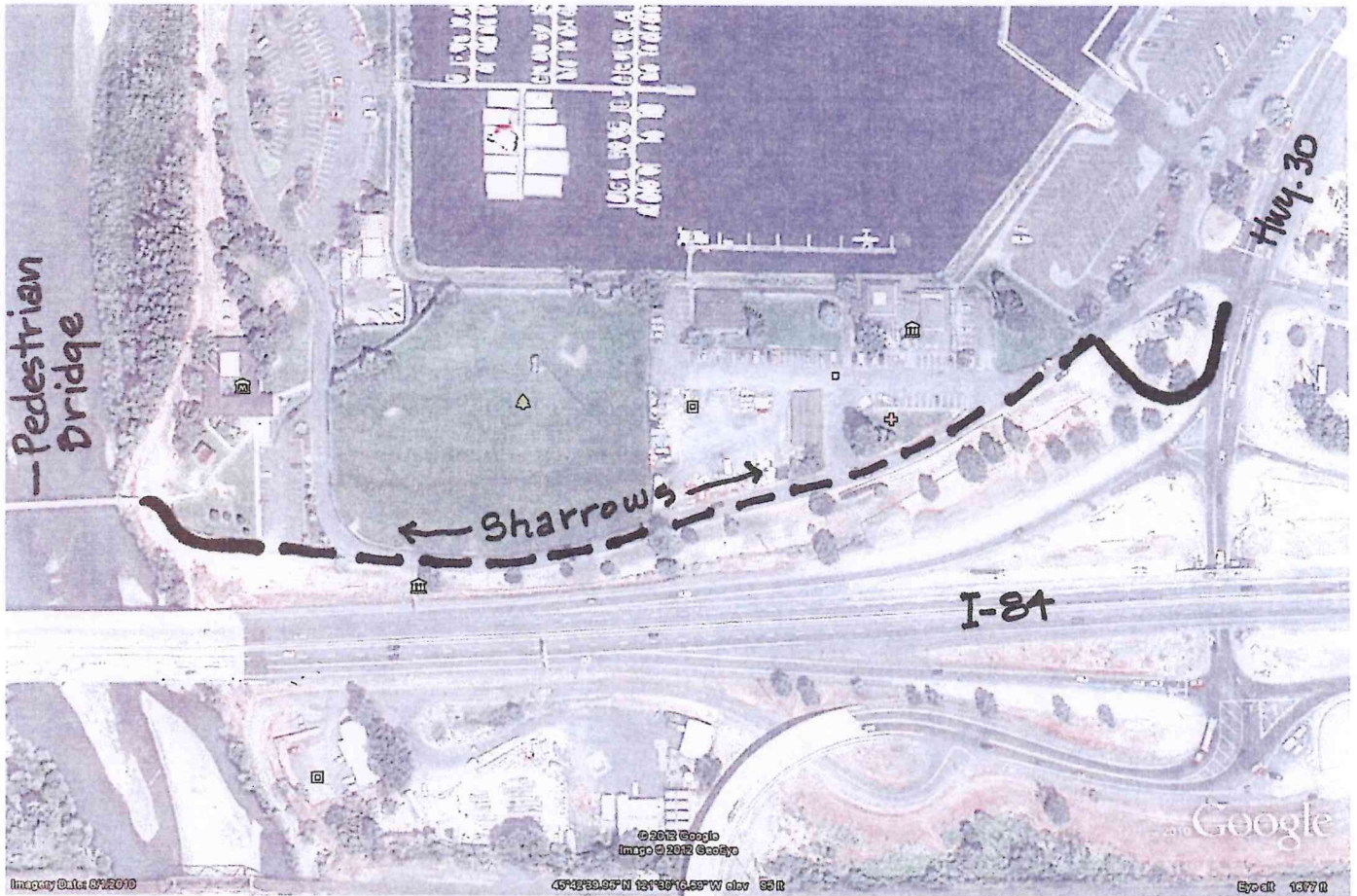
Segment 1 - Frontage Road from 2<sup>nd</sup> St. to Hood River Pedestrian Bridge



10' Path

On street marking - Sharrows





Segment 2 - Hood River Pedestrian Bridge  
along E. Port Marina Dr. to Hwy. 30



10' Path



On street marking - Sharrow

## Commission Memo

**To: Commissioners**  
**From: Steve Burdick**  
**Date: July 16, 2013**  
**Re: Hearts of Gold Tenant Improvements in the Marina Park Office Building**

---

On May 24, 2013, the Port and Hearts of Gold entered into a lease agreement for Suite 201 in the Marina Park Office Building. This lease contemplated that the Port would pay the first \$50,000 of soft and hard costs related to tenant improvements and that the tenant would pay additional soft and hard costs up to \$10,000. The Port subsequently entered into a design agreement with ORANGEWALLstudios in the amount of \$7,500. Plan review fees will be \$1,616.

On July 1, staff issued a call for proposals to general contractors for the proposed tenant improvements to the second floor office space in the Marina Park Office Building. The solicitation was sent directly to six general contractors doing projects in the Hood River area. Bids were due on Thursday, July 11.

The architect for this project anticipated that quotes would be in the mid \$40,000 range. However, only one quote was submitted and that base bid without alternates came in at \$76,312. This is considerably over the Port / Hearts of Gold combined soft and hard cost budget of \$60,000. One of the other solicited general contractors did call staff to say that they were still interested but that they had not been able to get a plumbing sub-contractor to provide a timely quote.

There are several alternate actions that the Port and/or Hearts of Gold could take at this point, including:

- The Port could decide to not proceed. In this event, the Port would be responsible for all soft costs incurred to date.
- Hearts of Gold could decide to not proceed. In this event, Hearts of Gold would be responsible for 50% of all soft costs incurred to date. If no other arrangements are reached between the Port and Hearts of Gold within 14 days of the Port providing the contractor quote to Hearts of Gold, then it is presumed that Hearts of Gold has terminated the lease and will pay 50% of the incurred soft costs to date.

- Either the Port or Hearts of Gold could elect to pay the difference between the soft costs plus the contractor's quote and the Port / Hearts of Gold budget. In this event, the lease would be valid as is.
- The Port and Hearts of Gold could agree to share in the cost difference between the soft costs plus the contractor's quote and the present soft and hard costs budget. In this event, the lease would be valid as is. If the Port and Hearts of Gold were to share equally in the costs above \$60,000 and no savings could be realized through value engineering, the Port and Hearts of Gold would each incur an additional cost of approximately \$12,714.
- The Port may unilaterally offer a cost sharing agreement to Hearts of Gold and, if Hearts of Gold declines the offer, the lease would terminate and Hearts of Gold would be responsible for reimbursing the Port for 50% of the soft costs incurred to date.
- The tenant improvement plans and specs could be reworked and bids solicited a second time.
- The first bid solicitation window could be extended to allow the first round of solicited contractors more time to compile their bids.

Prior to the July 16 Commission meeting, staff will confer with Hearts of Gold, the architect and the one contractor who submitted a bid and be prepared to provide more detail at the Commission meeting.

## Executive Director's Report

July 16, 2013

### Staff & Administrative

- I attended the PNWA summer meeting June 24-26 in La Conner, Washington. It was a particularly interesting conference with excellent speakers and topics.

---

### Recreation

- I understand that the 4<sup>th</sup> of July activities on the waterfront went well. As usual Port crew did a good job moving people away from the Swim Beach area prior to the fireworks and with one exception people were cooperative.
- The Port has been approached again about contributing funds toward the tennis court rehabilitation. \$2,000 was suggested for purchase of a bench in honor of Commissioner Don Hosford. Given his commitment to sports and participation in tennis, I believe this would be an especially appropriate way to honor Hoss and I recommend the Port make this contribution. Commission direction is needed.
- The last two weeks have seen some accidents on the waterfront. The most serious of these was a kiteboarding crash that included a temporary spinal injury and a motorcyclist who was severely injured in the gravel parking lot west of the Jensen Building. We are attempting to gain as much information about these accidents to determine any response measures.
- Staff anticipated providing Marina information at this meeting; however, it will instead be provided at the August 6 meeting, and a Boathouse Term Sheet will be provided at the August 20 meeting.
- The engineering contract with WH Pacific for design of a pedestrian/bicycle path near the footbridge has been approved by ODOT. We expect work to begin in the next few weeks.

---

### Development

- The PocketFuel tenant improvement project is expected to be complete early in the week of July 22.
- The Pfriem project is underway. Work accomplished thus far includes excavation and installation of rebar for the patio and grain silo pads and trenching and installation of plumbing runs in the trenches.
- Construction of the new parking in front of Waterfront Park was expected to be completed prior to the 4<sup>th</sup> of July but this has not occurred as of July 11. To help alleviate the congestion problem we allowed parking to occur on Port property east of the Maritime Building. We did not allow parking on the pavement west of the Jensen Building. I understand paving will be completed the week of July 15 but do not know the reason for the delay.
- The second stakeholder work session to discuss Lot #1 will occur July 17 at 12:00. See attached information regarding attendees.
- Staff explored painting and mural options for the Jensen Building. Murals are not permitted under the City sign code. It has been recommended that the

incoming Port President head up a small group to recommend color alternatives to the full Commission.

---

### **Airport**

- The runway shift project is substantially complete. Steve Burdick will provide a final update on this construction project. We had hoped to use the asphalt grindings to improve the Spit Road but the contractor found a more cost effective disposal site.
  - As a result of the runway shift, one or two tall trees now penetrate the FAA protected air space and they are of significant concern to pilots. Staff is working with adjacent property owners to obtain permission to remove or top the trees.
  - Port maintenance employees will be working this week to reinstall a barbed wire fence in the vicinity of the old Orchard Road right-of-way, the farm access road and Copper Dam Road. No Trespassing signs will also be installed around the airport perimeter.
- 

### **Bridge/Transportation**

- Staff continues to investigate options for speed limit indicators on the bridge. We are meeting with a company that provides speed limit indicator and reader boards on July 18.
- A fracture critical inspection was carried out by David Evans & Associates on June 26-28. Only very limited flagging was required. We expect to have the report in 3-6 months.
- ODOT has required the Port of Cascade Locks to impose a 16,000 pound weight limit on the Bridge of the Gods by July 16. This is a very serious matter for communities in that part of the Gorge particularly the Washington side. This action may have ramifications for the Hood River Bridge including diversion of truck traffic.
- Staff and HNTB developed draft proposal solicitations for training, certification and test welding assistance for the bridge deck test weld project. These solicitations will be released this week.

## Agenda

Lot #1 / Waterfront Planning  
Port Commission Room, 1000 E. Port Marina Drive  
Wednesday, July 17, 2013 – Noon to 1:30 p.m.

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### *Purpose*

Discuss the development of Lot #1 and the Hood River Waterfront with key stakeholders.

### *General Questions for Discussion*

- What is the appropriate type and scale of development?
- What community objectives should be achieved?
- What role should the Port play in developing the property?

### *Resource Materials (enclosed)*

- Lot 1 Preliminary Concept Plan – Executive Summary, February 2013, prepared by Group Mackenzie

Resource Materials (<http://www.portofhoodriver.com/waterfront/lot1.php>)

- Group Mackenzie concepts and market research, May 16, 2012
  - Group Mackenzie updated conceptual plans, July 24, 2012
  - Group Mackenzie Lot 1 presentation, November 27, 2012
  - Nichols Boat Basin Public Use Doctrine, January 25, 2012
  - Nichols Boat Basin State Ownership, March 5, 2012
  - Tetra Tech - Nichols Boat Basin Background Information, June 1, 2009
  - Nichols Boat Basin Historic Maps 1 and 2
  - US Army Corps of Engineers Hood River Delta Assessment, June 2010
- 

Stakeholder Group #2 – representing the “Market/Development” sector

Henry Fischer, developer

Mike Graham, Real Carbon owner

Eric Hovee, E.D. Hovee & Company, LLC owner

Bob Naito, Naito Development, LLC CEO

Mark VanderZanden, Surround Architecture principal

Ken Whiteman, Pfriem Brewing general manager; Hitch Source owner

Port Commissioners: Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt and Hoby Streich

Port Staff: Michael McElwee, Executive Director; Steve Burdick, Development Manager









# Commission Calendar

# August 2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Comm Mtg 5pm (committee assignments)	7 Port presentation to Gorge Innoventure - S. Burdick	8	9	10
11	12 URA Mtg-Shortt, Streich 6pm City Hall	13 Lead Toll Collector Mtg 11am (staff)	14 Lot 1 Forum #3 Noon to 1:30pm	15	16	17
18	19 KIHR Radio 8am	20 Comm Mtg 5pm	21	22	23	24
25	26	27	28	29	30	31

### EVENTS:

Event Site: Gorge Cup Races, Aug. 3 and 31  
 Jensen West Lot: CGWA Swap Meet, Aug. 4 The Marina  
 Hook: King of the Hook, Aug. 10 Marina  
 Basin: Bass Tournament, Aug. 24 Marina  
 Basin: Youth Sailing, thru Aug. 16 Picnic Shelter  
 Reservations: Aug 10 and 11

### July 2013

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### September 2013

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### Vacations:

Laurie: Aug. 29-30, Sep. 3



## **The Gorge Sessions August 8<sup>th</sup> – 11<sup>th</sup>**

**By  
Global Sessions**

**To: The Board of Commissioners**

### **Background**

After conceptualizing and running a successful networking event last year called The Gorge MaiTai, we launched Global Sessions. An Events and destination Management Company that has two aspects to the company (1) Organizing and putting together corporate retreats for clients such as Nike, TheClymb and Best Western Head Office and (2) The Sessions Series – Our own networking events

### **Event Description**

This Summer Global Sessions is launching its second 'un-conference' networking and recreation event August 8<sup>th</sup> -11<sup>th</sup> called The Gorge Sessions as part of its Sessions Series.

This year we are expanding the concept even further by bringing together entrepreneurs, thought leaders and athletes from a mix of industries around the country to share ideas and build relationships through a variety of recreational activities, social gatherings and presentations.

We have discovered that one of the most effective ways to connect and create lasting relationships, both business and personal, has been through these shared experiences.

There will be thought provoking presentations from industry leaders, and local's such as Jeff Kovel of SkyLab Architecture to Female Paddler of the Year Nikki Greg.

Ultimately, we will host this event year round with a progressive growth in size as the event builds in its awareness.

### **Objective**

We want to put Hood River on the map in terms of economic and lifestyle viability. We want to show company owners, start ups, entrepreneurs and the like that Hood River is a viable and exciting option to do this, with great infrastructure for both business and lifestyle.

## **Network**

We make it our business to be connected to interesting and dynamic communities such as Summit Series, Silicon Beach LA, MaiTai Global and the Gorge Tech Alliance. With these connections we can promote the amazing business and lifestyle opportunities we have to offer here in Hood River through our event series.

### **What we are looking for**

We would like to receive support from The Port of Hood River in our objectives of helping to promote economic growth and visibility of Hood River to dynamic, exciting and entrepreneurial communities.

This would be in the form of fee and permit waivers for event locations. In return Sessions Series can offer the following:

- ^ Include The Port of Hood River as a partner/sponsor – which would boost its visibility for working with local businesses
- ^ Offer ticket(s) for a The Port of Hood River representative(s) to attend the event to get experience on what the events are about
- ^ Allocated time slot for a presentation: subject to be determined by the Port Authority
- ^ The Sessions Series will have a media team recording all the presentations, interviews and an event profile all of which could be customized for the Port Authority for internal marketing and promotion purposes

## **Contacts**

Aaron Sales

Co Founder

E: [aaron@globalsessions.org](mailto:aaron@globalsessions.org)

C: (541) 490-9278

Matt Sweeting

Co Founder

E: [matt@globalsessions.org](mailto:matt@globalsessions.org)

C: (541) 399 0783

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Global Sessions: [www.gloablsessions.org](http://www.gloablsessions.org)

The Gorge Sessions: [www.thegorgesessions.com](http://www.thegorgesessions.com)

COPY

COPIES TO  
COMMISSION

thank  
very  
much you

Thank you for letting  
me pass over the bridge last Sunday  
even though I didn't have  
the two dollars for my  
car + horse trailer.

Thanks

Ravin

RECEIVED

JUN 27 2013

\$2.00 lls

*Port of Hood River Marina Ad-hoc Committee  
Meeting Minutes of June 11, 2013  
Marina Center Boardroom  
8:00 A.M.*

*Present:* Commissioner Jon Davies; Members Steve Tessmer, Tammy Lakey, Lance Staughton; from staff, Michael McElwee and Mellissa Halseth

*Absent:* Josh Sceva

Commissioner Davies called the meeting to order at 8:02 a.m.

1. *Additions to Agenda:* None

2. *Approve Minutes of May 14, 2013 Meeting:* Approved

3. *Marina Electrical Update:*

- The contractors have provided a revised pedestal that has been approved by the project team and they are in production. Pacific Power has delayed the power outage that was scheduled June 10 and will now occur the week of June 17. Notice has been sent to all tenants offering temporary moorage with electrical services at the transient dock.

4. *Live Aboards:*

- Two tenants have been mailed letters requesting acceptable proof of a permanent residence. Proof must be provided by June 17. If not received the Port will begin the termination process with legal counsel.

5. *Annual Lease Signing:*

- There was a suggestion from moorage tenants to require a new lease agreement in 2014. This would require all partners on the boat be included on the agreement. Staff will work with legal counsel to revise the agreement for 2014. Leases could include a section for waste dumping and whether a boat has a thru hold.

6. *Boathouse Lease Term Sheet:*

- The committee reviewed the proposed term sheet. Consensus was to remove the maximum square footage rate for boathouses with suggestion to gradually increase the rate to be equal to boat slip square footage. Staff will request Andrew Jansky, Flowing Solutions to assist in creating standards for inspections. Add brown/gray water guidelines to the term sheet and also the Rules & Regulations for all Marina tenants. Staff was requested to provide rate history for the boathouses and slips. Add inspections to lease for gray water/waste water disposal. The Hood River Yacht Club has possible interest in negotiating use of the old boathouse docks. Staff will forward the committee the report prepared by Andrew Jansky for options of re-use or disposal.

7. *Other:*

- Staff proposes charging another fee to wait list people that have passed more than once to true up the lists.

8. *Next Meeting:* Tuesday, July 9, 2013 at 8:00 a.m. Staff will request Deputy Mike Anderson attend for enforcement and waste disposal questions.

9. *Adjourn:* McElwee adjourned the meeting at 9:26 a.m.

Port of Hood River Marina Ad-hoc Committee  
Meeting Minutes of July 9, 2013  
Marina Center Boardroom  
8:00 A.M.

*Present:* Commissioner Jon Davies; Members Steve Tessmer, Tammy Lakey, Josh Sceva, Lance Staughton; from staff, Michael McElwee and Mellissa Halseth

*Absent:* None

Commissioner Davies called the meeting to order at 8:00 a.m.

1. *Additions to Agenda:* Bill Fashing, Moorage Tenant asked to speak about the marina gate, which has come loose from the asphalt. Staff will look into a more permanent repair. Fashing also requested that the door to the large Men's restroom be replaced or repaired because it is very hard to open.

2. *Approve Minutes of June 11, 2013 Meeting:* Approved

3. *Marina Electrical Update:*

- The pedestals are currently being installed. Mellissa Halseth, Marina Manager has sent notice to tenants that proper marine grade electrical cords will be required when the new power is on. Staff can order new cords for tenants if requested. There are a few minor change orders anticipated, but one large one to re-hang the existing water line. Tessmer suggested replacing it with Wersbo.

4. *Boathouse Lease Term Sheet:*

- The committee came to a consensus for the Port's definition of a boathouse and this will be included in the Term Sheet. Consensus was to grandfather in current tenant square footage but to include a maximum length in future leases. The committee will research appropriate length and height restrictions to be included in the term sheet. The committee will discuss design guidelines at the next meeting in August. Staff will continue working with Flowing Solutions to prepare a checklist of maintenance standards for the boathouses. Staff will inquire with DEQ regarding discharging gray water/black water in the Marina. The committee has suggested that the boathouses be charged differently than in past years. Staff will request financial assumptions from Fred Kowell, Finance Manager to determine what that rate should be. There was consensus that the Port should make the same profit after all expenses as C-Dock South. The term sheet will go back to the Commission August 20 to request approval.

5. *Boathouse Dock Re-use/Disposal:*

- Staff will inventory the existing floats and get an estimate of value.

6. *Next Meeting:* Tuesday, August 13, 2013 at 8:00 a.m.

- Agenda Items:
  - Design Guidelines for Boathouses

9. *Adjourn:* McElwee adjourned the meeting at 9:35 a.m.

# Commission Memo

**To: Commissioners**  
**From: Laurie Borton**  
**Date: July 16, 2013**  
**Re: PROCEDURE TO WITHDRAW CONSENT AGENDA VOTE**

---

President Davies voted to approve the Consent Agenda on June 18. One item on that agenda was approval to pay the SDAO Workers' Compensation premium brokered through Columbia River Insurance (CRI). Because Davies is now a CRI partner he will receive a direct financial benefit. Davies wishes to rectify this situation so that his conflict is stated, the Commission re-visits the action and he does not participate in the vote.

Davies cannot change his vote; however, attorney Jerry Jaques has provided the following guidelines that will allow Davies to withdraw his June 18 Consent Agenda vote that included payment of the SDAO Workers' Compensation premium.

1. At the July 16 Commission meeting a Commissioner (including Davies) who voted to approve the June 18 meeting consent agenda may make a Motion To Reconsider The Vote Approving the June 18 Meeting Consent Agenda. After this motion is seconded, Davies should (1) explain his oversight in approving the SDAO bill at the June 18 meeting; (2) declare he has a conflict of interest regarding payment of the SDAO insurance bill because Columbia River Insurance will receive a commission from SDAO; (3) state he will vote in favor of the Motion to Reconsider to cancel his former vote; and (4) state he will not discuss or vote on payment of the SDAO bill when payment is reconsidered. Davies may vote on this Motion To Reconsider. *(Note: Commissioner Duckwall was absent from the June 18 meeting.)*
2. After the Motion To Reconsider passes, the Commission should pass a Motion To Remove the SDAO Bill From The June 18 Consent Agenda And To Make The SDAO Bill An Action Item. Davies may vote on this motion.
3. The Commission should then pass a Motion To Approve the June 18 Consent Agenda (Without The SDAO Bill). Davies may vote on this motion.
4. A Commissioner other than Davies should then make a Motion To Approve Payment Of The SDAO Workers' Compensation Premium. This motion should be seconded and passed. Davies will not participate in any discussion of this motion or vote on the motion.



During Davies's term as Commissioner, staff will place items related to Columbia River Insurance, the Port's agent-of-record, on the meeting agenda as Action Items rather than Consent.

**RECOMMENDATIONS:**

Move to reconsider the Action to approve the June 18 Consent Agenda.

Move to Remove the SDAO Worker's Compensation matter from the June 18 Consent Agenda.

Move to approve the June 18 Consent Agenda as amended.

Move to approve Accounts Payable to Special Districts Association of Oregon in the Amount of \$14,642.32.

Move to approve June 18 regular session minutes with above items reflected.

**Port of Hood River Commission  
Meeting Minutes of June 18, 2013 Regular Session  
Marina Center Boardroom  
5:00 PM**

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

**Present:** Commissioners Jon Davies, Rich McBride, Brian Shortt and Hoby Streich; Attorney Jerry Jaques; from staff, Michael McElwee, Steve Burdick, Fred Kowell and Mellissa Halseth

**Absent:** Fred Duckwall

**Media:** None

**1. CALL TO ORDER:** President Jon Davies called the meeting to order at 5:03 p.m.

**a. Modifications, Additions to Agenda:** Add Action Item for Culvert Installation at the Airport.

**2. PUBLIC COMMENT:** Heather Staten congratulated the Port on receiving the Parks & Recreation pathway grant. She thanked the Port for applying for all the various grants.

**3. CONSENT AGENDA:**

- o Approve Minutes of June 4, 2013 Regular Session Meeting
- o Ratify the Agreement Between the Port and Cherry, Pear and Apple Industries, Inc. Regarding the Land on the North Edge of the Airport Farm Access Road
- o Approve Contract with Jason Campbell Remodeling in the Amount of \$7,200 for Painting the FBO and the Maintenance Hangar
- o Approve Amendment No. 1 to Intergovernmental Agreement with MCEDD for Administrative Support Services Not to Exceed \$1,000.00
- o Ratify Change Order No. 4 to the Contract with K&E Construction for a Zero Additional Cost
- o Approve Accounts Payable to Special Districts Association of Oregon in the Amount of \$14,642.43

**Motion:** Move to approve Consent Agenda

**Move:** McBride

**Second:** Streich

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

**Absent:** Duckwall

**MOTION CARRIED**

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

▪ Boathouse Tenant Leases – Mellissa Halseth, Marina Manager reviewed the proposed term sheet for Boathouse tenants. Michael McElwee, Executive Director, highlighted key areas for discussion. Staff requested input from the Commission on how the boathouses fit into the Marina Master Plan. Davies asked for comments from members of the audience, which included the Marina Ad-hoc Committee and several boathouse owners. Josh Sceva suggested grandfathering square footage for all current tenant, but limit additional construction. Lance Staughton thought that the boathouses contribute to the Marina. He was glad to see the proposal to remove the maximum annual rate. Steve Tessmer stated that the dock needs attention for safety issues. He felt longer terms for boathouses were reasonable. Tessmer suggested a 10 year rolling lease option for more significant improvements to the boathouses. He requested that the additional assessment to boathouse owners in 2014 reflect a trade in value for the old floats. Vince Ackerman stated he wished there had been more upkeep in the past and welcomes new maintenance requirements. Dan Bubb declared the uncertainty of the boathouses created less appealing maintenance from the owners. Positive momentum on Port

projects and maintenance standards will help. Commissioner Shortt commented that owners should provide upkeep to protect their investment inside. Elaine Powrie said she and her husband have repainted, reroofed and replaced the deck, which has kept their investment safe. She has not made any cosmetic improvements. The Commission asked staff to provide the Port's definition of a boathouse. The Commission discussed the term sheet further and referred it back to the Ad-hoc Committee

- Commissioner Personal Devices – Fred Kowell, reviewed the section of the new IT policy that included policy relating to personal devices. Staff has purchased a Microsoft tablet for Commissioner Shortt to test out.

**5. DIRECTOR'S REPORT:** McElwee highlighted the following areas:

- Schedule –The first meeting in July will include oaths of office and committee appointments. Consensus was to hold one meeting in July on the 16<sup>th</sup>. SDAO Board Training is coming up, Commissioners to let staff know if they want to attend. McElwee also reminded the Commissioners of the Lot 1 Stakeholder meeting the following day at noon. Shortt and Commissioner Duckwall will not be attending.
- Staff/Administration – Staff has ordered a plaque that will be installed at the Riverwalk Trail in remembrance of former employee of Linda Hull.
- Waterfront Recreation – Launching and landing at the Event Site has ended, but will be allowed for the July 4<sup>th</sup> holiday.
- Waterfront Development – Naito Development, LLC anticipates construction to begin in a month or so at the Nichols Basin.
- Airport – Staff proposed a 50% concession fee reduction for the glider concessionaires due to the runway closures. Consensus was to authorize this.
- Bridge/Transportation – A bridge inspection will begin June 20.

**6. Commissioner, Committee Reports:**

- Urban Renewal Agency – Commissioner Shortt reported on the June 10 meeting where the agency budget was approved. The State Street project bids came in \$60,000 over and the agency approved going forward and intends to fund the difference with a loan. The Waterfront Park parking project is expected to be complete around July 4.
- Marina Ad-hoc Committee – Davies reported on the June 11 meeting where discussions focused on the Boathouse Term Sheet. Staff was directed to contact the Port of The Dalles for a copy of their boathouse policy and removal. Halseth mentioned that she intends to propose a new Wait List policy to charge an additional fee if the person has not accepted a slip more than once when offered. Commissioner Shortt suggested Halseth visit the Port of Camas and speak with the Harbor Master there to get some questions on policy answered. The suspected live aboard tenants that received letters have not complied with what was requested and legal counsel will advise staff on next steps of eviction process.

**7. ACTION ITEMS:**

**a) Adopt Resolution No. 2012-13-6 Adopting the FY 2013-2014 Budget in the Total of \$12,796,534 and the Assessed Tax Rate of \$0.0332 per \$1,000 of Assessed Value:**

The budget includes all changes requested by the Budget Committee and the Commission.

**Motion:** Move to Adopt Resolution No. 2012-13-6 Adopting the FY 2013-2014 Budget in the Total of \$12,796,534 and the Assessed Tax Rate of \$0.0332 per \$1,000 of Assessed Value

**Move:** Davies

**Second:** Shortt

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

**Absent:** Duckwall

**MOTION CARRIED**

**b) Authorize Amendment No. 5 to the Executive Director Employment Contract:** There was no discussion.

**Motion:** Move to Authorize Amendment No. 5 to the Executive Director Employment Contract

**Move:** Shortt

**Second:** McBride

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

**Absent:** Duckwall

**MOTION CARRIED**

**c) Authorize Payment to K&E Excavation for Culvert Installation at the Airport Not to Exceed \$3,150.00:** This would allow the contractor to make a berm across a drainage ditch level. The contractor will also install a 24" culvert to accommodate maximum upstream flow.

**Motion:** Move to Authorize Payment to K&E Excavation for Culvert Installation at the Airport Not to exceed \$3,150.00

**Move:** McBride

**Second:** Streich

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

**Absent:** Duckwall

**MOTION CARRIED**

**8. COMMISSION CALL:** Shortt commented that he was pleased with the progress in the Marina and would like to get all issues solved so the Commission can focus on Lot 1 planning. Commissioner McBride thanked staff for their efforts and hard work. Davies said being chair was an enjoyable experience. He reminded the Commission to think about committee appointments.

**9. EXECUTIVE SESSION:** Regular Session was recessed at 7:10 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property. The Commission was called back into Regular Session at 7:29 p.m. There was no action as a result of Executive Session.

**10. ADJOURN:** President Davies adjourned the meeting at 7:29 p.m.

Respectfully submitted,

\_\_\_\_\_  
Mellissa Halseth

ATTEST:

\_\_\_\_\_  
Jon Davies, President, Port Commission

\_\_\_\_\_  
Hoby Streich, Secretary, Port Commission

NOTE: The following Actions considered at July 16, 2013 Meeting with reflect to these minutes.

- Move to reconsider the Action to approve the June 18 Consent Agenda.
- Move to remove the SDAO Worker's Compensation matter from the June 18 Consent Agenda.
- Move to Approve the June 18 Consent Agenda as amended.
- Move to approve Accounts Payable to Special Districts Association of Oregon in the amount of \$14,642.32.
- Move to approve the June 18 regular session minutes with above items reflected.

# Commission Memo

**To: Commissioners**  
**From: Michael McElwee**  
**Date: July 16, 2013**  
**Re: Reappointment of Insurance Agent-of-Record  
for FY 2013/14**

---

As a matter of official record, the Port's insurance agent-of-record should be reappointed at the first meeting of the new fiscal year.

Please note that the Port's auditor is usually reappointed at the same time; however, the contract for audit services with Pauly, Rogers and Co., P.C. was for the fiscal years ending June 30, 2012 through June 30, 2014 so reappointment is not necessary at this time. Reappointment of the Port's legal counsel of record was addressed as a Consent Agenda item for this meeting.

**RECOMMENDATION:** Reappoint Columbia River Insurance as Port Insurance Agent-of-Record for FY 2013-14.

# Commission Memo

**To: Commissioners**  
**From: Michael McElwee**  
**Date: July 16, 2013**  
**Re: Lot #1 Contract with Coles Environmental**

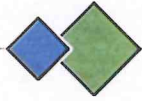
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In February the Commission reviewed a work plan for planning and pre-development of Lot #1. Two of the technical steps listed were a more detailed environmental assessment and basic geotechnical investigation. The steps were scheduled to occur starting in July at the start of our new fiscal year.

Attached is a proposal from Coles Environmental Consulting, Inc. to carry out an Environmental Baseline Subsurface Investigation and a Geotechnical Analysis and Report through Alder Geotechnical Services. This work will provide a better understanding of the subsurface conditions on Lot #1, inform cost estimates for future building and road construction and determine whether a more substantive investigation is needed prior to planning and construction of the proposed pedestrian/bicycle path along the west edge of the Nichols Basin.

The planning-level budget for the two tasks was \$25,000.

**Recommendation:** Authorize contract with Coles Environmental Consulting, Inc. for environmental and geotechnical services associated with Lot #1 not to exceed \$13,880 plus reasonable reimbursable expenses.



## Coles Environmental Consulting, Inc.

750 South Rosemont Road, West Linn, OR 97068  
503-636-3102, Fax: 503-699-1980

19 April 2013

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

**Regarding: Proposal and Cost Estimate for an Environmental Baseline Subsurface Investigation Covering a 13.44-Acre Industrial Property Between N 2nd Street and the Boat Basin, Hood River, Oregon (Tax Lots 102, 115, and 133)**

Dear Mr. McElwee:

At your request, Coles Environmental Consulting (CEC) has prepared this proposal and cost estimate for completing an environmental baseline subsurface investigation on the above-referenced Property. The geotechnical baseline investigation also requested by the Port of Hood River will be completed by Alder Geotechnical Services in collaboration with CEC.

CEC previously completed a Phase I Environmental Site Assessment (ESA) for the subject Property which identified potential environmental conditions. One was the former Jucho Building site in Tax Lot 102. This site was added to DEQ's ECSI database as a suspect site requiring further investigation because of its historical operation as a metal fabrication facility. Another issue was the former Precision Fiberglass Parts facility that had been located in Tax Lot 115. Finally, the proximity of the facility to the former Nichols Boat Works and its associated metals contamination issues requires further investigation over the eastern end of all three tax lots.

Additional details regarding the history of the entire Property can be found in the Phase I ESA<sup>1</sup>. The Property's tax lot configuration also has changed since the completion of the Phase I ESA. The attached Figure 1 shows the current tax lot configurations as determined from the ORMAPP database.

CEC has prepared the baseline environmental investigation across the entire Property (i.e., all three tax lots) to include the items listed above in conjunction with the Property's historical uses. Proposed sampling locations are shown in the attached Figure 2. This proposal and cost estimate includes the following tasks:

- Collection and laboratory analysis of one catch basin sediment sample (Tax Lot 133, within the Columbia Gorge Kayak School leasehold, formerly the southern portion of Tax Lot 109) for metals and petroleum hydrocarbons potentially related to the Nichols Boat Works.
- Completion of a baseline soil investigation that will include the following:
  - ▶ collection of 12 soil samples (12-18 inches below the surface) for metals analysis. Should visual evidence of organic contaminants be observed (discoloration or odor), in these samples, or in the deeper cores, appropriate organic contaminant analyses will be performed.

<sup>1</sup> Phase I Environmental Site Assessment Report, Approximate 6.5-Acre Industrial Property, Between Portway Avenue and Riverside Drive and N 1st Street and N 2nd Street, Hood River, Oregon 97031, dated December 21, 2010. Prepared by CEC.

Serving the regulated community

Member of the Northwest Environmental & Energy Professionals State of Oregon Flexible Network

Member, Northwest Environmental Business Council

- Completion of a baseline groundwater investigation that will include the following:
  - ▶ collection of four groundwater samples for VOC and dissolved RCRA 8 metals + tin analyses.
  - ▶ two of the four groundwater samples will be analyzed for petroleum hydrocarbons.
- CEC will collect the geotechnical soil samples during the environmental subsurface drilling and sampling activities. The geotechnical baseline will be conducted off-site at Alder Geotechnical Services's office. At Alder's request, the four borings installed for groundwater sampling will be advanced to refusal (bedrock) to determine the thickness of the fill.
- Preparation of a report documenting the environmental baseline investigation activities and results.
- Preparation of report by Alder providing their limited assessment of the geotechnical conditions at the site.

This proposal and cost estimate assumes the following:

- Access to the any boring or sampling location will not be obstructed during the site investigation activities.
- Underground utilities will not obstruct the drilling activities.
- CEC staff will be able to complete drilling activities within 1.5 business days.
- Soil samples will be analyzed only for the RCRA 8 metals and tin (tin because of the tributyl tin associated with the Nichols Boat Works). However, if field evidence indicates that organic contamination is present, those samples also will be analyzed for diesel-range petroleum hydrocarbons by NWTPH-Dx and gasoline-range petroleum hydrocarbons by NWTPH-Gx. Should either of these petroleum products be detected, the samples also will be analyzed for volatile organic compounds (VOCs) by EPA Method 8260 and semivolatile organic compounds by Method 8270. These additional analyses are not included in the cost estimate.
- Groundwater samples will not be analyzed for SVOCs unless petroleum hydrocarbons are detected. SVOC analysis is not included in the cost estimate.
- Drilling spoils can be disposed of on-site in a landscaped area.
- Costs associated with the drilling subcontractor assume 1.5-days, and mobilization to and from the site.
- Analytical results will be provided on a standard (10 business day) turnaround.
- Besides the private utility locating services, all other subcontractors included in this scope of work (i.e., drilling company and analytical laboratories) will be billed directly with the Port of Hood River unless otherwise requested by the Port.
- Alder Geotechnical costs are included herein for completeness and their proposal attached. They will contract directly with the Port for the geotechnical baseline investigation. They will be completing their analyses on the samples provided by CEC and submitting their report directly to the Port.



The estimated costs for each task proposed in the Scope of Work are as follows:

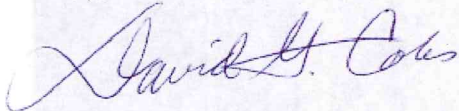
1. Subsurface Investigation Activities	\$11,120.
CEC Staff	
J. Betts (25 hrs @ \$85/hr)	\$2,125.
D. Coles (15 hrs @ \$95/hr)	\$1,425.
Utility Locate	\$350.
Field Equipment	\$150.
Travel	\$100.
Analytical Laboratory Fees (Apex Laboratories)*	\$3,440.
Drilling Subcontractor (Pacific Soil & Water, LLC)*	\$3,530.
3. Geotechnical Analysis and Report (Alder Geotechnical)*	\$1,960.
2. Environmental Baseline Report (CEC)	\$800.
<b>Total</b>	<b>\$13,880.</b>

Note: \* = company billing directly to the Port of Hood River

This project will be a time-and-materials effort such that final costs may be less than estimated. As previously mentioned, analytical laboratory, drilling costs, and geotechnical costs will be billed directly to the Port of Hood River as a cost savings measure (*i.e.*, no CEC markup charges). Lastly, this cost estimate assumes additional sampling activities or analytical laboratory analyses will not have to be extended beyond those assumed for the expected conditions as discussed above.

If there are any comments or questions, please contact undersigned. Thank you for the opportunity to provide this proposal.

Sincerely,

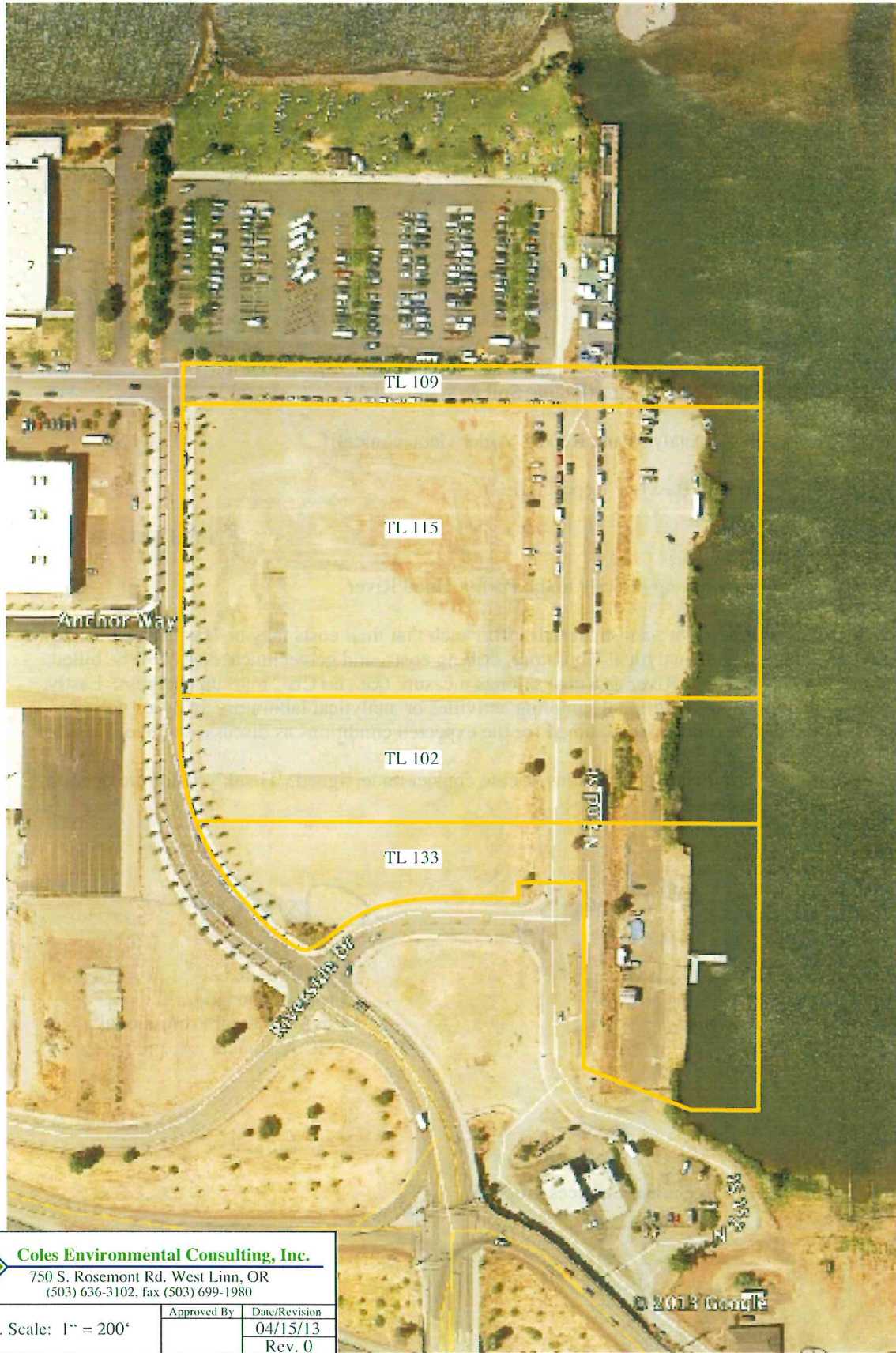


**David G. Coles, M.S., R.G., L.G.**  
Principal, Geochemist  
Environmental Professional  
CEC



**Jill Betts, R.G.**  
Project Manager  
Environmental Professional  
CEC Associate

Attachments: Figures 1 and 2  
Alder Geotechnical Services proposal



**Coles Environmental Consulting, Inc.**  
 750 S. Rosemont Rd. West Linn, OR  
 (503) 636-3102, fax (503) 699-1980

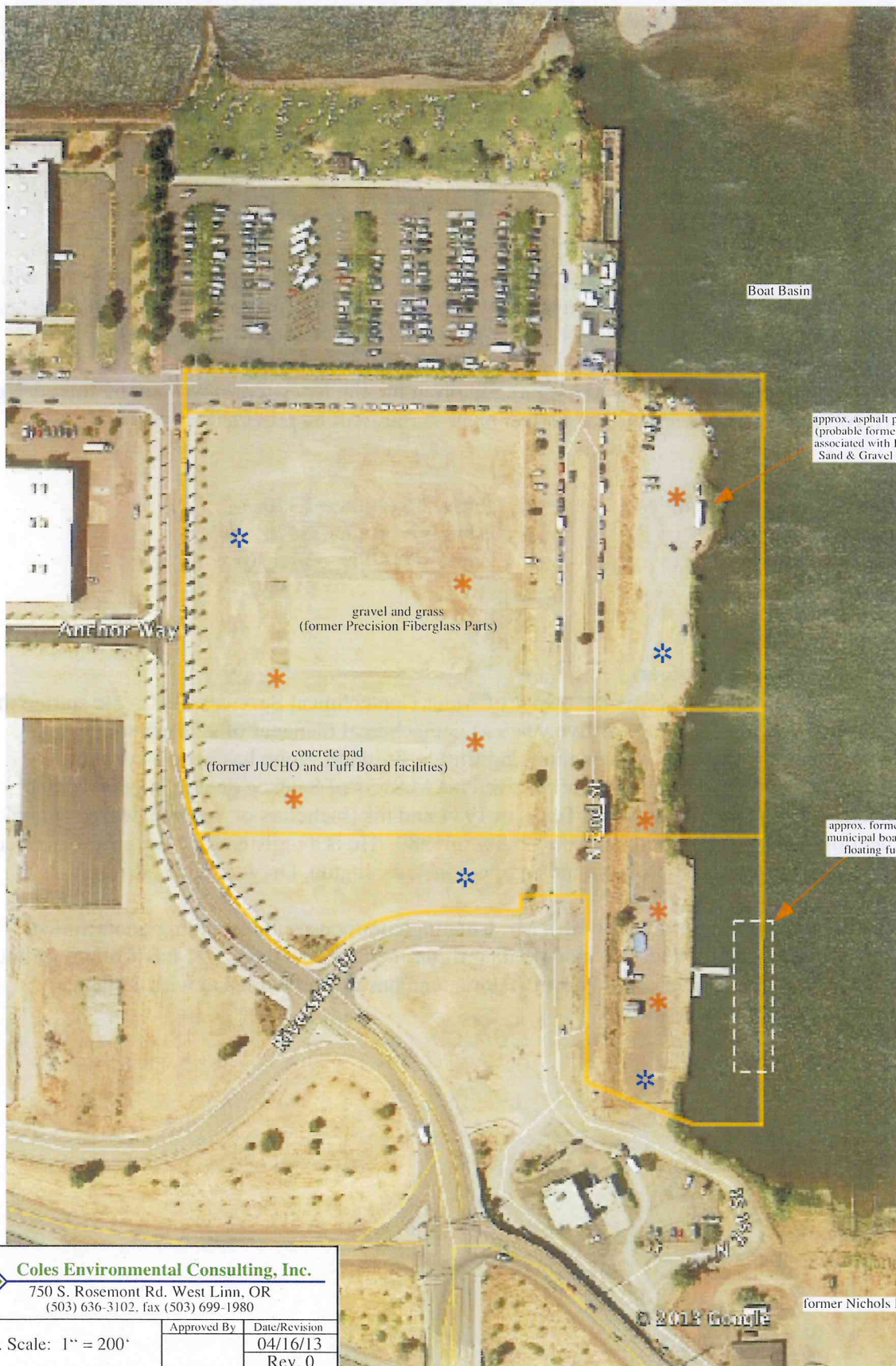
Approx. Scale: 1" = 200'

Approved By	Date/Revision
	04/15/13
	Rev. 0

Figure 1. Aerial photograph of Port of Hood River's industrial sites, west of the Boat Basin, Hood River, OR showing relevant tax lots.

TL 102 (2.98 ac); TL 109 (1.08 ac); TL 115 (7.06 ac); TL 133 (3.40 ac)

Note: Aerial photograph obtained from Google Earth, 19 July 2010. TL's from ORMAP.



**Coles Environmental Consulting, Inc.**  
 750 S. Rosemont Rd. West Linn, OR  
 (503) 636-3102, fax (503) 699-1980

Approx. Scale: 1" = 200'

Approved By	Date/Revision
	04/16/13
	Rev. 0

Figure 2. Aerial photograph of Port of Hood River's industrial sites, west of the Boat Basin, showing proposed Phase II sampling locations.

\* = proposed push probe soil sample locations  
 \* (with blue center) = proposed push probe soil sample locations with groundwater grab samples  
 Note: Aerial photograph obtained from Google Earth, 19 July 2010. TL's from ORMAP.



3910 NE 10<sup>th</sup> Avenue  
Portland, Oregon 97212

### Geotechnical Engineering Services

After reviewing soil samples collected from four deep geoprobes, Alder Geotechnical Services will prepare a brief letter-report that describes site geology and soil conditions. The report will include geotechnical logs of the borings and will present preliminary conclusions about potential geologic hazards and the suitability of the properties for development.

Given the limited scope of the field exploration program, the letter-report will not be final design report; recommendations for further geotechnical studies will be provided.

### Fees for Services

Review collected soil samples	3 hrs. x \$140/hr = \$420
Prepare boring logs	3 hrs. x \$140/hr = \$420
Prepare letter report	8 hrs. x \$140/hr = \$1,120
Total fixed fee	= \$1,960

### Alder Geotechnical Services

John Cunningham, P.E., G.E., is the owner of Alder Geotechnical Services, LLC. He started the company in 1996 after serving for five years as geotechnical manager of a 20-person geotechnical and water resources engineering firm in Portland. John has been a consulting geotechnical engineer since 1984. He received his Masters of Science degree in geotechnical engineering from The University of Texas in 1984 and his Bachelors of Science degree in civil engineering from Washington State University in 1980. He is a registered geotechnical engineer in Oregon and a registered professional engineer in Washington, Oregon, and California.

As Alder Geotechnical Services (AGS), Mr. Cunningham focuses on providing geotechnical services for multi-family housing, industrial, and commercial structures. He has worked for the Port of Morrow, Port of Portland, Port of Astoria, and has recently assisted with a planned development at the Port of Ilwaco.

# Commission Memo

**To: Commissioners**  
**From: Michael McElwee**  
**Date: July 16, 2013**  
**Re: Contract with Ball Janik**

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For the past several years the Port has executed an annual contract with Ball Janik ("Janik") to provide federal lobbying and advocacy services. Janik tracks legislation in Congress that may impact Port activities and helps identify and respond to federal funding opportunities. Janik also provides advocacy services related to the state legislature and state agencies.

Janik provides similar work for Hood River County under a contract that is administered by the Port. The Port makes the full payment for services and the portion associated with County matters is reimbursed under the terms of a Port/County Intergovernmental Agreement. Thus, the Port annually enters into both a contract with Janik and an IGA with Hood River County. Both agreements coincide with our fiscal year.

Over the last two years the Commission has discussed whether to focus greater attention at the state level and if Janik has personnel that can handle state matters in a way that is satisfactory to the Port. To address these issues, in the FY 14 Janik contract I recommend three substantive changes:

- Combine state and federal advocacy fees. This flexibility would allow the Port to direct Janik's work as legislative or funding opportunities dictate.
- Set a legislative goal setting work session for the Commission in September or October. This would allow us to determine if we have substantive issues for the '14 legislative session and whether Janik has the right personnel to address them. If not, we would amend the contract and reduce the fee commensurately.
- That we increase the overall Janik fee by 8% from \$4,625 to \$5,000 per month. The fee has been fixed for the past five years and we have received a significant amount of non-reimbursable services from Janik. The most recent example was Janik's efforts associated with the Senate's WRDA legislation.

The overall contract amount would be \$78,000. Of this amount, \$18,000 would be reimbursed by Hood River County. This contract is anticipated in the Port's approved FY 13/14 budget.

**RECOMMENDATIONS:**

Authorize contract with Ball Janik, LLC for advocacy services not to exceed \$78,000 plus reasonable reimbursable expenses.

Authorize Intergovernmental Agreement with Hood River County for advocacy services performed by Ball Janik, LLC.

## **PORT OF HOOD RIVER PERSONAL SERVICES CONTRACT**

This agreement is between the **Port of Hood River**, an Oregon Municipal Corporation ("Port") and, **Ball Janik, LLP**, ("Contractor").

For mutual consideration, Port and Contractor AGREE AS FOLLOWS:

1. SCOPE OF WORK. Contractor shall furnish at its own expense, all labor, services, material and work for the completion of the work described in this contract, and as set out in Exhibit A attached to this contract. Exhibit A reflects the Scope of Services for **providing general Government Affairs Representation on behalf of the Port of Hood River and Hood River County.**

2. TIME OF PERFORMANCE. Contractor shall commence performance of this contract upon execution of the contract by both parties and Contractor's compliance with the insurance requirements set forth in paragraph 4 below. This contract shall be for the period July 1, 2013 through June 30, 2014.

3. PAYMENT. Port agrees to pay Contractor the amount not to exceed \$6,500\* monthly for professional services and satisfactory completion of the work. The Port will reimburse Contractor for reasonable expenses for travel, lodging, meals, communication, postage, and printing as identified in Exhibit B.

4. INSURANCE. Contractor shall provide and maintain at its expense professional liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract. Any deductible shall not exceed \$25,000 each claim, incident or occurrence.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the Port.

5. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including those on Exhibit B which is attached hereto and by this reference made a part hereof.

6. INDEMNITY. Contractor shall defend, save and hold harmless the Port, their 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 agreement.

7. OWNERSHIP OF WORK PRODUCT. All work products of the Contractor which result from this contract are the exclusive property of the Port.

8. NONDISCRIMINATION. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

9. SUCCESSORS IN INTEREST. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

10. FORCE MAJEURE. Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

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

12. ACCESS TO RECORDS. The Port and its duly authorized representative shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcript.

13. TERMINATION. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person. The Port may terminate this contract effective upon delivery of written notice to the Contractor or at such later date as may be established by the Port under any of the following conditions:

- (i) If the Port funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.



(ii) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

(iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

14. EXTRA WORK AND MATERIALS. Contractor shall do any work and furnish any materials not specifically provided for and which may be found necessary or advisable for the proper completion of the work or the purposes thereof. In no case shall any such work or materials in excess of the amount stated in this contract be paid for by Port unless ordered by Port in writing as a change order. Then payment will only be made when an itemized claim therefore is presented to Port for allowance at the close of the phase of work in which the same has been done or furnished. Otherwise, all claims for such work or materials shall be absolutely waived by Contractor, and Port shall not be required to allow payment for the same or any part thereof.

15. ACCEPTANCE OF WORK. No act of Port or any representative of Port directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by a written acceptance there, issued by Port. Contractor's acceptance of any such payment shall be deemed full payment and settlement of all claims of account of work done for the work under this contract. Prior to final payment, Contractor agrees to certify that all claims for materials provided or labor performed have been paid by Contractor in full. No waiver of any breach of this contract by Port or anyone acting on its behalf shall be held as a waiver of any other subsequent breach. Any remedy provided herein shall be taken as cumulative.

16. SUBCONTRACTORS. Contractor shall not enter into any subcontracts for any of the work scheduled under this contract or assign or transfer any of its interest in this contract, without the prior written consent of the Port.

17. WRITTEN PROVISIONS. The written provisions of this contract shall supersede all prior verbal statements of any officer or other representative of Port, and such statements shall not be

effective or by construed as entering into or forming a part of, or altering in any manner this contract or the contract documents. Contractor's oral explanations and representation to Port prior to entering into this contract have been a material inducement to Port to enter into this contract. Contractor shall be bound to perform the contract work in accordance with oral representations, to the extent not included in this written contract, in addition to all of the written provisions of this contract.

18. NON-WAIVER. Failure by Port at any time to require strict performance by Contractor of any provision of this contract shall in no way affect the Port's rights hereunder to enforce the provision, nor shall any waiver by Port of any breach of any provision hereof be held to be a waiver of any succeeding breach or as a waiver of the provision itself.

19. LEGAL ACTION. In the event of any suit, action or proceeding relating to any rights, duties or liabilities arising hereunder, the prevailing party shall be entitled to recover such sums as an arbitrator (if arbitration is agreed to by both parties), or a court, including any appellate court, may judge reasonable attorney fees in addition to any costs of arbitration, or costs and disbursements provided by statutes in any legal action.

This agreement is entered into between the parties, by a person who has been duly authorized to sign for each party, on this \_\_\_\_ day of \_\_\_\_\_, 2013.

**PORT OF HOOD RIVER**

**BALL JANIK, LLP**

BY \_\_\_\_\_  
**Michael McElwee**

BY \_\_\_\_\_  
**Hal Hiemstra**

\_\_\_\_\_  
**Executive Director**

\_\_\_\_\_  
Director, **Government Affairs**

\*Payment Allocations:

Port of Hood River Government Affairs Services	= \$5,000 (monthly)**
County of Hood River (Federal Lobbying) (Matter 5)	= \$1,500 (monthly)
Total	= <u>\$6,500</u> (monthly)

\*\*2014 Oregon State Legislative Session: A specific Scope of Work associated with pursuing Port legislative goals in the 2014 Oregon State Legislative Session will be identified in the late fall of 2013 and depending on the scope of that work (general monitoring vs pursuit of a specific legislative goal that is likely to require considerable amounts of time and/or on-site lobbying), the Contractor and the Port will determine at that time, an appropriate roll for Ball Janik in those efforts and whether the monthly retainer of \$5,000 should be adjusted up or down to reflect those efforts.

**Exhibit A**  
**GENERAL SCOPE OF WORK**  
**Ball Janik, LLP Federal Representation**  
**For**  
**Port of Hood River and Hood River County**

The following is a list of issues Ball Janik, LLP (Contractor) will pursue on behalf of the Port of Hood River and Hood River County – the two jurisdictions that are party to this Intergovernmental Agreement. The Participants acknowledge that the priorities in this Exhibit will be determined collectively by the parties to this Agreement. Participants acknowledge that additions and/or deletions of priorities, either recommended by parties to this Agreement or dictated by pending legislation or federal funding opportunities, may be made from time-to-time, and that Participants agree to meet at least semi-annually to review any proposed modifications to this Scope of Work.

In addition to the priorities outlined below, Ball Janik will periodically prepare position papers and Congressional updates on issues of importance to the Port and the County, and include within those papers or updates, recommendations about ways the Commission or Commissioners can best share their perspectives with Members of Congress or the State Legislature (e.g. letters to Congress or personal visits with Members of Congress or the State Legislature or their staff). Ball Janik professionals will also be available to periodically meet with Port and County Commissioners for in-person briefings and to answer questions about progress on advancing the priorities outlined below.

General Government Affairs Priorities as of July 1, 2013:

1) Water Resource Development Act: Contractor will continue advocating for inclusion of language revising the existing Nichols Basin flowage easement in the reauthorization of the Water Resources Development Act (WRDA) now pending in the Senate (S.601) and expected to soon be pending in the House of Representatives. In particular, Contractor will work closing with Senator Merkley and Rep. Walden to ensure that the Hood River Flowage Easement language survives a Senate/House conference on a final WRDA bill. Contractor will also facilitate discussions with staff from the US Army Corps of Engineers as the Corps develops Implementation Guidance associated with the revised flowage easement language. Contractor will also assist the Port in negotiations with the Army Corps of Engineers concerning permitting issues associated with redevelopment of the Nichols Boat Basin per the modified flowage easement.

2) Federal Discretionary Funding: While cracks in the current Congressional moratorium on earmarked funding appear to be forming, at least for FY14, it should be assumed that Congress will maintain its current earmark moratorium through 2013. As such, Ball Janik will continue to seek federal discretionary grant funding opportunities, notify the parties to this agreement about these funding opportunities, and assist the Port and the County in applying for discretionary funding should grant applications be put forward. In particular, Contractor will seek to identify funding opportunities that will support Port and County transportation initiatives, renewable energy projects, economic development opportunities, and public safety. Contractor will advise the parties to this agreement about strategies

concerning grant applications, review and edit grant applications, and secure Congressional letters of support for any grant applications applied for by the Port or the County.

3) Federal Transportation Policy: Contractor will continue to monitor implementation of the federal transportation authorization known as “MAP 21” – Moving Ahead for Progress in the 21<sup>st</sup> Century, and advise the Port and the County about implementation proposals that could positively or adversely affect transportation priorities of the Port or the County. In particular, contractor will notify the Port about federal funding apportioned to Oregon and guidelines associated with pursuing a portion of that apportionment to support maintenance of the lift span of the Hood River Interstate Toll Bridge and/or redevelopment of bridge approaches.

Contractor will also closely monitor reauthorization proposals (which will begin to emerge in late 2013 and early 2014) and might include expanded bridge financing options, revisions to the elimination of the Transportation Alternatives funding program (which could prove to be a source of funding for bicycle and pedestrian improvements on the Hood River waterfront and elsewhere in the County), or possible recommended changes to the transportation planning process which positively or adversely impacts the Port or the County.

4) Renewable Energy Funding: Contractor will continue to monitor Congressional and Administrative proposals supporting and/or affecting the development of renewable energy including wind, in-stream, bio-fuels, small hydro and other renewable energy. Contractor will continue to monitor discretionary funding opportunities that may be made available by the U.S. Department of Energy, USDA, or other federal agencies and advise the Port and County about said opportunities. Should Parties to this Agreement pursue such funding opportunities, Contractor will secure letters of support from the Congressional delegation and advise the Port or County concerning the drafting of the funding request.

5) County Payments Reauthorization:

New proposals to extend the current one year \$346 million extension of the Secure Rural Schools and Community Self-Determination Act – commonly known as “Country Payments” are once again pending before the Senate in a bill known as the ‘Helium Stewardship Act of 2013’ (S.783). At the County’s direction, Contractor will continue to work with Oregon’s Congressional delegation to advance this additional one year extension of the Secure Rural Schools Act as Congress seeks to develop a permanent solution to this perennial funding problem. Contractor will also continue to monitor Congressional progress and developments concerning related resource management proposals (such as the O&C Trust, Conservation, and Jobs Act proposal being developed by Representatives DeFazio, Schrader and Walden), similar proposals being advanced by Senator Wyden and Governor Kitzhaber, and regularly update the County about same.

6) HRSA Funding: Hood River County has received directed federal appropriations supporting development of an Integrated Health Care Facility in Cascade Locks. Contractor will continue to be available to assist the County in its negotiation with the

federal Health Resources Services Administration to redirect earmarked funds into other health care initiatives in the County.

7) Economic Development and Job Training:

To enhance local job creation opportunities, the Port of Hood River seeks to provide enhanced street and water access, sanitary sewer, and storm sewer facilities to light industrial parcels located on the Hood River Waterfront. Over the next two years, the Port will also begin to develop a pedestrian esplanade on the west bank of the Nichols Boat Basin on the Hood River waterfront to enhance the waterfront for recreational and light industrial development. Contractor will continue efforts to identify federal discretionary funding opportunities which will further support these efforts and/or advance job training, educational efforts or other economic development opportunities in the County.

8) Scenic Area Compact:

When Congress passed the Columbia Gorge Scenic Area Act, it made commitments to provide broad economic development assistance to communities in the Gorge. Some of the economic development assistance included in the Gorge Act has been provided while some efforts have gone unfunded or unrealized. Renewed interest in the Columbia Gorge Scenic Act is now being developed by public officials in the Gorge in an effort to leverage this Act as an economic development tool for the region. Contractor will monitor these efforts and provide advice to the Port and County about ways that new regional efforts might be advanced in Congress.

8) Other Program Issues of Interest at the Federal Level: In addition to the areas listed above, this Scope of Work is intended to be flexible enough to allow the Contractor to pursue other federal funding opportunities identified by the Contractor and collectively agreed to by the Parties to this Agreement, and continue to monitor and advise the Parties to this Agreement on other federal policy legislation or administrative changes that may have a significant impact on them.

**Representation of the Port during the 2014 State Legislative Session (Matter 6)**

With the conclusion of the 2013 session of the Oregon State legislature, Ball Janik completed its current representation of the Port before the Oregon State legislature. Prior to the 2014 short state legislative session, Ball Janik will meet with Port officials to identify issues that might come up in the 2014 State legislative session and determine which of those if any, the Port would like Ball Janik to pursue legislatively beyond general monitoring. This discussion will provide the opportunity to determine if the Port has specific state legislative goals that it wants to pursue and the level of effort the Port would like to contract with Ball Janik (either through an adjusted retainer or on an hourly basis) in pursuit of those goals.

As part of our regular representation of the Port on federal issues, Ball Janik will continue to be available to meet with the State executive agencies and staff to ensure appropriate implementation of federal policy, adequate distribution of federal funding passed through the state to the local level, or to generally help resolve issues that might arise between the Port and the State.

**Exhibit B**  
**CONSIDERATION AND PAYMENT**  
**Ball Janik, LLP Federal Representation**  
**For**  
**The Port of Hood River and Hood River County**

- 1) For the scope of work detailed in Exhibit A, the Contractor shall be paid a monthly amount of \$6,500. Either party may renegotiate the monthly fee in January of each year. Any fee changes will be effective the following fiscal year beginning July 1.
- 2) Reimbursement for expenses such as copying, postage, telephone, facsimile, travel, lodging, and meals are allowable subject to the following limitations.
  - a. Air travel shall not exceed reasonable airfare, at commercial rates.
  - b. Meals and lodging shall be based on actual and reasonable expenses.
  - c. Expenses shall not exceed \$2,500 annually without prior written approval by the Port and Port shall have the right to reject such billings upon review.
- 3) Contractor will continue to maintain separate “matters” for each local governmental party to this agreement and provide a monthly statement by matter reflecting the amount of time Ball Janik works on each matter. In cases where the Contractor's work applies equally to both local governmental parties, Contractor will evenly allocate its work across both Matters 1 and 5.
  - Matter 1 will reflect specifically performed for the Port of Hood River at the federal level or with state agencies charged with implementing federal policy or programs affecting the Port;
  - Matter 5 will reflect work specifically performed for Hood River County;
  - Matter 6 will reflect work specifically performed for the Port of Hood River in Salem, monitor state legislative action and/or pursuing a specific state legislative agenda identified by the Port.
- 4) Contractor will submit a monthly activity report (by matter) and invoice to the Port.
- 5) The Port by 30-day written notice, reserves the right to modify, reject, cancel, or stop any and all plans, schedules, tasks, assignments, and work in progress.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF HOOD RIVER AND  
PORT OF HOOD RIVER**

1. WHEREAS, the County of Hood River and Port of Hood River hereinafter called "Participants" find it in their mutual interest to jointly maintain an effort to seek federal funding and other federal legislative actions to develop infrastructure and impact federal activity in Hood River County.

2. WHEREAS, the Participants to this Agreement desire to retain the professional services of Ball Janik, LLP to coordinate local government requests for federal assistance and action on behalf of their interests. The Participants agree that the Scope of Work in Exhibit A, attached hereto, shall be the basis for Ball Janik, LLP's work scope for professional services.

Nothing in this Agreement shall prevent the Participants from modifying the Scope of Work from time to time as may be mutually agreed upon.

3. Participants agree to contribute the following monthly amount for the period July 1, 2013 through June 30, 2014.

Port of Hood River	\$5,000 monthly (plus expenses)
County of Hood River	\$1,500 monthly (inclusive of expenses)

4. Ball Janik will continue to track its work by separate "matters" for each participant to this agreement and provide a monthly statement by matter reflecting the amount of time Ball Janik works on each matter. In cases where Ball Janik's work applies equally to both participants, Ball Janik will evenly allocate its work across both matters. Matters 1 and 6 will reflect work specifically performed for the Port of Hood River, and Matter 5 will reflect work specifically performed for Hood River County.

5. For administrative purposes the Participants agree that the Port of Hood River will administer the contract with Ball Janik, LLP. Administration will include collecting monthly payments from Participants, remittance to Ball Janik, LLP, distribute communication and reports, and schedule any necessary meetings.

6. Nothing in this Agreement shall prevent any Participant from contracting directly with Ball Janik, LLP for any additional services.

7. This Agreement shall be for the period July 1, 2013 through June 30, 2014. Any Participant may withdraw from this Agreement with ninety (90) days' written notice to the other Participants.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2013.

BY: \_\_\_\_\_  
For Port of Hood River

BY: \_\_\_\_\_  
For County of Hood River