



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, October 22, 2019
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of October 8, 2019 Regular Session (*Maria Diaz, Page 3*)
 - b. Approve Change Order No. 1 with Brown Roofing Inc. at the Jensen Building (*Anne Medenbach, Page 7*)
 - c. Approve Change Order No. 1 with Rick Zeller Excavating at the Lower Mill (*Anne Medenbach, Page 11*)
 - d. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,340.00 (*Fred Kowell, Page 15*)
 4. Reports, Presentations and Discussion Items
 - a. Connect VI Project Update & Engineers Estimate Review, Rawley Voorhies and James Kirby, Century West Engineering (*Anne Medenbach, Page 19*)
 - b. Airport Public Outreach (*Anne Medenbach, Page 25*)
 - c. Draft 2020 Marina Rules & Regulations (*Daryl Stafford, Page 27*)
 - d. Draft Moorage Lease Template Review (*Daryl Stafford, Page 45*)
 - e. Lease Strategy Update (*Anne Medenbach, Page 51*)
 - f. Fall Planning Agenda (*Michael McElwee, Page 55*)
 - g. Bridge Replacement Project Update (*Kevin Greenwood, Page 59*)
 5. Director's Report (*Michael McElwee – Page 67*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve Amendment No. 2 to Contract with WSP USA for Bridge Replacement FEIS Project (*Kevin Greenwood, Page 69*)
 - b. Approve Amendment No. 2 to Grant Agreement with ODOT for ConnectOregon VI Project (*Anne Medenbach, Page 135*)
 - c. Approve Contract with Terry Moore for Consulting Services Related to Strategic Business Plan Update (*Michael McElwee – Page 147*)
 - d. Approve Contract with Envirolssues for Public Outreach Services Related to Strategic Business Plan Update (*Genevieve Scholl – Page 161*)
 - e. Approve Contract with Pageworks for Graphic Design & Publishing Services Related to Strategic Business Plan Update (*Genevieve Scholl – Page 175*)
 8. Commission Call
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9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
 10. Possible Action
 11. Adjourn

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

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

**Port of Hood River Commission
 Meeting Minutes of October 8, 2019, Regular Session
 Marina Center Boardroom
 5:00 p.m.**

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

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

Present: Commissioners John Everitt, Kristi Chapman (excused-8:00 p.m.), David Meriwether, Ben Sheppard; Legal Counsel Lesley Apple Haskell, Jaques Sharp, Bill Ohle, Schwabe; from staff, Michael McElwee, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Fred Kowell, Daryl Stafford and Maria Diaz.

Absent: Hoby Streich

Media: Emily Fitzgerald, Hood River News

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:05 p.m.
 - a. Move Action Item (c.) Approve Cloud Cap Tenant Improvement Reimbursement to Consent Agenda
 - b. Table consideration of Action Item a. Approve Lease with Tofurky in the Jensen Building to the next meeting.

2. PUBLIC COMMENT

- a. None

3. CONSENT AGENDA:

- a. Approve Minutes of September 24, 2019, Regular Session
- b. Approve Lease with Cookie Gilpatrick in the Chamber Building
- c. Approve Lease with Hearts of Gold in the Chamber Building
- d. Approve Cloud Cap Tenant Improvement Reimbursement

Motion: Move to Approve Consent Agenda

Move: Meriwether

Second: Sheppard

Discussion: None

Vote: Unanimous

4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:

a. HRVPRD Pool Planning and Project Update – Mark Hickok presented the Hood River Parks and Recreation efforts to upgrade the Hood River Aquatic Center and provided an update on the Multi-Jurisdictional Parks, Recreation & Open Space Master Plan. Hickok reported that in 1990 the Park District was formed with the sole mission of taking care of the Hood River Pool. In 1992 the Park District increased the scope of its mission to include all of Parks and recreation, with no tax increase at the time. The district currently operates the pool, 7 parks, and 7 miles of trail. Hickok reported the 75+ years old pipes require constant repairs and maintenance that are difficult to obtain. The two weeks shut down performed annually for repairs, cost the district an estimated cost of \$30k. Hickok informed a 2017 feasibility study, revealed five years of useable life span for the pool. Hickok discussed the three options proposed. Option one- \$30 million Bond for a new aquatic Community Center- \$25 million, Parks and Trails- \$5 million, and no Operation dollars. Option two- Bond + Operational Levy with an expiration of 5 years. Option three- Dissolve the current district and form a new district. Hickok reported an encouraging study that showed the voters to be in favor of a new Aquatic Center. Hickok highlighted the 5-year life span deadline and said HRVPRD would set forward a proposed measure for November 2020, and an opening for the new facility in the year 2023. Hickok and the Commission further discussed whether HRVPRD had considered a different location for the Aquatic Center. Hickok stated the district views the existing location to be the most suitable choice due to how centralized it is to the community. He noted the Hood River County School District's likelihood of building a new school would create an opportunity for HRVPRD to utilize specific sections of the Hood River Middle School. Meriwether encouraged the Commission to bring forward ideas on whether the roles listed in the Multi-Jurisdictional Master Plan for the Port of Hood River work with the Port's Strategic Business Plan.

b. Final Environmental Impact Statement (FEIS) Cost to Complete Report. Bridge Replacement Director Kevin Greenwood introduced Chuck Green of Otak, Port’s NEPA advisor; and Angela Findley of WSP, the Port’s Project Manager. Greenwood noted the focus of the presentation would be an update on the FEIS process and the Cost to Complete. Green reported this was the first of two Cost to Complete analyses. Green and Greenwood had met three times with WSP to negotiate scope and budget adjustments to complete the FEIS on time and budget. Green reported of the \$5-million ODOT contract, \$430k remained unallocated. This is separate from the proposed contingency amount within WSP’s contract with the Port. Green noted an EIS supplemental draft will be issued in the spring of 2020, Public Comment and Agency Comment, and EIS Record of Decision to follow thereafter. Green stated 17 of the 67 sub-tasks within the 8 primary-tasks are completed and under budget. Green briefly discussed tasks needing an additional budget, on track for budget, and required to monitor. Green recommended forming a Task 9 contingency line item within the contract. Findley also mentioned the risk items required for NEPA will be known later in 2020 and the remaining balance could be invested in completing geotechnical borings. Findley reported the contingency money would require approval from the Commission. Green mentioned the next step was to approve the scope changes and budget shifts at the October 22 commission meeting. Findley reviewed the process and progress with the tribal agencies’ involvement.

c. Bridge Replacement Project Update. Greenwood briefed the Commission on bridge replacement activity.

d. 2019 Waterfront Report – Waterfront Manager Daryl Stafford presented the annual report on Waterfront Recreational usage and trends. Stafford highlighted each individual Waterfront facility, starting with Marina Basin; repairs on hold to the Guest Dock. Boat Ramp in the budget for repairs. Increase usage for the Boat Ramp and Marina Parking Lot. Occupancy at 100% with a current waitlist of 37. Stafford recommended the Marina Rules and Regulations be examined for new wording and update the template for Moorage and Boat House Leases. Stafford reported the state of specific boathouses during snow circumstances. Cruise Ships (American Cruise Line) discussion with Port’s staff planned for October to concerns and possibilities. Stafford recommended increasing; marina tenants’ rates by 6%, guest dock rates for larger vessels, and cruise ship rates. Marina Park; Marina Beach becoming crowded, utilities and maintenance increased due to large group gatherings in the picnic shelter and the Marina Green used for various activities. Stafford reported the Nichols Basin underwent a cleanup in the Frog Beach area. Stafford mentioned efforts to improve parking will be addressed in a future staff meeting. Stafford updated the Commission on the Expenditures and Revenue for the overall Waterfront operations. Commissioner Sheppard requested Stafford's recommendations to be sent to the Commissioners before meeting for review.

e. Strategic Business Plan - Michael McElwee reviewed plans for development of the update to the Strategic Business Plan and highlighted the important key considerations. McElwee provided a scope of work and recommended consulting team; Enviro-Issues, Terry Moore, Steve Siegel, and Pageworks. McElwee reported an estimated cost of \$115,000 and noted a likelihood of a State Grant. Commission consensus McElwee to come forward with contracts.

5. Director’s Report: Fred Kowell provided a brief update on his recent trip to the annual meeting of the International Bridge, Tunnel & Turnpike Association. Kowell reported key take away was the changes in customer's behavior when toll increases to be the cause why tolling agencies’ business model are underperforming. McElwee provided information on the Ecosystem Restoration Study. A current high-resolution aerial photo of the Sandbar/Delta area during the low water condition was presented. FORTH was awarded a DOE grant to support the CRuSE e-car sharing project. McElwee suggested a Commissioner assist staff with negotiations with FORTH and Commissioner Chapman volunteered. McElwee announced the Oregon Tourism Commission has awarded a \$200,000 grant to Hood River Sourcing to develop a communication and marketing plan to increase both glider tours and overnight stays to Hood River [Correction – it was later confirmed the MCEDD report had a typo and the grant was actually for \$20,000]. McElwee informed the deck welding with single-lane closures to be performed on October 21-25 and 28- Nov. 1.

6. COMMISSIONER, COMMITTEE REPORTS:

a. David Meriwether provided the Energy Council discussion for the potential for a solar community project to be located at the airport. Meriwether mentioned the area suggested is EFU and explore options to work with AG agencies. Other opportunities discussed looking at opportunities to do a solar project using rooftops within the community. Meriwether noted discussion to move forward with the help of a consulting agency.

7. ACTION ITEMS:

a. Approve Real Estate Work Session Direction

Motion: Approve Real Estate Work Session Direction. Anne Medenbach requested formal confirmation of four directives resulting from the Real Estate Work Session on September 17.

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

b. Approve Intergovernmental Agreement with Port of Cascade Locks for BreezeBy Electronic Tolling System Integration and Related Support Services

Motion Approve Intergovernmental Agreement with Port of Cascade Locks for BreezeBy Electronic Tolling System Integration and Related Support Services.

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

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: President John Everitt recessed Regular Session at 7:55 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

10. POSSIBLE ACTION:

a. Approve Tolling agreement with Hood River Distillers, City of Hood River.

Motion Authorize Executive Director to execute the Tolling Agreement with Hood River Distillers; subject to execution by the City of Hood River, and subject to minor changes as determined by Executive Director and Legal Counsel.

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

11. ADJOURN 8:43 p.m.

Motion: Motion to adjourn the meeting.

Move:
 Second:
 Discussion: None
 Vote: unanimous

MOTION CARRIED

The meeting was adjourned at 8:00 p.m.

Respectfully submitted,

Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

Commission Memo

Prepared by: Anne Medenbach
Date: October 22, 2019
Re: Brown Roofing Change Order No. 1



The Board approved a contract with Brown Roofing Co. on September 24th not to exceed \$41,650 to patch the Jensen Building roof. Staff walked through the building with the tenant on October 7th and discovered that there were four additional leak areas that had not held previous patches and would need to be added to the project.

These three patches consist of 4 penetrations for vents that have been abandoned. The total cost to remove and patch these vents is \$3,735.

This would increase the total project from \$41,650 to \$45,385, or 9%. The approved budget amount for this project is \$157,000.

RECOMMENDATION: Approve Change Order No. 1 with Brown Roofing Co. for \$3,735 and a total contract amount not to exceed \$45,385.00.

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Date: <u>October 22, 2019</u>	PORT OF HOOD RIVER	Change Order Number <u>1</u>
CHANGE ORDER		

<input type="checkbox"/> Ordered by Engineer under terms of the Contract <input checked="" type="checkbox"/> Change proposed by Contractor	Contract No. _____ CRP No.: _____ Project Title <u>Jensen Roof Patch</u>
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TO: Brown Roofing Co.
(Contractor Name and Address)

You are hereby required to comply with the following changes from the contract plans and specifications:
 This change order to increase the number of working days of the contract by 3 days..

DESCRIPTION OF CHANGES	Decrease in Contract Price	Increase in Contract Price
Description Remove 3-4 fans/ducts. Electrical to be disconnected by others. Cover and patch the penetration <div style="text-align: right; margin-right: 50px;"> 3 penetrations 1 penetratrion if needed </div>		\$2,885.00 \$885.00
TOTALS		\$3,735.00

Original Contract Amount	Current Contract Amount	Est. Net Change This Order	Est. Total After This Change
\$41,650.00	\$41,650.00	\$3,735.00	\$45,385.00

The time for completion shall be:
 (increased) (decreased) (not changed) by 3 working days.

ACCEPTED _____ Date _____
(Contractor)

_____ Date _____
(Surety, when required)

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> APPROVED _____ Project Manager _____ Date	APPROVED _____ Executive Director _____ Date
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Commission Memo



Prepared by: Anne Medenbach
Date: October 22, 2019
Re: Rick Zeller Excavating Change Order No. 1

Rick Zeller Excavating did a great job on the road pave and miscellaneous utility work at the Lower Mill. The work is now complete, and as previously discussed, a Change Order was expected.

The attached Change Order No. 1 amounts to \$11,374.88, or a 14% increase to the initial bid amount for a total of \$90,644.88.

Change Order No. 1 consists of five changes including two rock quantity adjustments. The storm drain had an unknown gap in the middle that was 75 feet in length. There was no camera inspection of the storm line because it was a short line and staff determined it wasn't necessary to incur the expense. The two sanitary clean-outs required an additional extension of 5 feet each to go under the existing ditch.

Staff is very pleased with the final project. The total contract amount after this Change Order remains below second lowest bid received, which was \$96,556.00.

RECOMMENDATION: Approve Change Order No. 1 with Rick Zeller Excavating of \$11,374.88 for a total contract amount not to exceed \$90,644.88.

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Date: <u>October 15, 2019</u>	PORT OF HOOD RIVER CHANGE ORDER	Change Order Number <u>1</u>
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<input type="checkbox"/> Ordered by Engineer under terms of the Contract <input checked="" type="checkbox"/> Change proposed by Contractor	Contract No. _____ CRP No.: _____ Project Title <u>Lower Hanel Mill Pave</u>
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TO: Rick Zeller Excavating
(Contractor Name and Address)

You are hereby required to comply with the following changes from the contract plans and specifications:
 This change order to increase the number of working days of the contract by 3 days..

DESCRIPTION OF CHANGES						Decrease in Contract Price	Increase in Contract Price
1	Item descrp. Base rock 4"-	Bid Qty. 200	Qty change 105	Total Qty 305	Unit price 40/CY		\$4,200.00
2	Leveling 2"3/4-	100	117.48	217.5	40/CY		\$4,699.20
3	HMAC	304	-23.56	280.4	122/ton	\$2,874.32	
4	12" storm drain	120	75	195	58/LF		\$4,350.00
5	Sanitary clean out extension	2	2	4	1/\$500		\$1,000.00
TOTALS						\$2,874.32	\$14,249.20

Original Contract Amount	Current Contract Amount	Est. Net Change This Order	Est. Total After This Change
\$79,270.00	\$79,270.00	\$11,374.88	\$90,644.88

The time for completion shall be:
 (increased) (decreased) (not changed) by 0 working days.

ACCEPTED _____ Date _____
(Contractor)

_____ Date _____
(Surety, when required)

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> APPROVED _____ Project Manager _____ Date	APPROVED _____ Executive Director _____ Date
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Commission Memo



Prepared by: Fred Kowell
Date: October 22, 2019
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$8,340.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$8,340.00
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JAQUES SHARP

— ATTORNEYS AT LAW —

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



CREDIT CARDS ACCEPTED

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

Account No:

PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
TURTLE ISLAND INCORPORATED (Lease)					
484.00	2,376.00	0.00	0.00	-484.00	\$2,376.00
MISCELLANEOUS MATTERS					
JJ					
1,056.00	1,320.00	0.00	0.00	-1,056.00	\$1,320.00
NORTHWAVE LEASE (Northwave, Inc/Blake Richards)					
0.00	162.00	0.00	0.00	0.00	\$162.00
AIRPORT HANGER LEASE (Hood Tech)					
0.00	38.00	0.00	0.00	0.00	\$38.00
LEASE (Ken Peterson)					
0.00	528.00	0.00	0.00	0.00	\$528.00
AIRPORT DEVELOPMENT (Tac-Aero)					
0.00	44.00	0.00	0.00	0.00	\$44.00
TRESPASS ON PUBLIC PROPERTY					
1,078.00	0.00	0.00	0.00	-1,078.00	\$0.00
MARINA BUILDING LEASE (Gilpatrick)					
0.00	176.00	0.00	0.00	0.00	\$176.00
BRIDGE TOLL ENFORCEMENT					
44.00	0.00	0.00	0.00	-44.00	\$0.00
STORM LINE SINK HOLE (Hood River Distillers area)					
4,664.00	154.00	0.00	0.00	-4,664.00	\$154.00

HOOD RIVER, PORT OF

Account No: Octob
P

Previous Balance	Fees	Expenses	Advances	Payments	Balance
TOLLS IGA (Port of Cascade Locks) 0.00	528.00	0.00	0.00	0.00	\$528.00
SECURITY SERVICES CONTRACT (HRT) 308.00	0.00	0.00	0.00	-308.00	\$0.00
ODOT IGA - I-84 BRIDGE REPLACEMENT 0.00	154.00	0.00	0.00	0.00	\$154.00
MASTER LEASE 2019 0.00	132.00	0.00	0.00	0.00	\$132.00
TRIBES - IGA 44.00	0.00	0.00	0.00	-44.00	\$0.00
PROPERTY SALE - 2,222.00	1,672.00	0.00	0.00	-2,222.00	\$1,672.00
LEASE (Gorge Net) JJ 0.00	242.00	0.00	0.00	0.00	\$242.00
PROPERTY PURCHASE 1,408.00	330.00	0.00	0.00	-1,408.00	\$330.00
PROPERTY PURCHASE 154.00	484.00	0.00	0.00	-154.00	\$484.00
<u>11,462.00</u>	<u>8,340.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-11,462.00</u>	<u>\$8,340.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 30st OF SEPTEMBER UNLESS OTHERWISE STATED

Commission Memo



Prepared by: Anne Medenbach
 Date: October 22, 2019
 Re: ConnectOregon VI Project Update

Century West Engineering (CW) is the Port’s engineer of record for the airport. CW currently has three teams working on: the Environmental Assessment (EA), the ConnectOregon VI ODOT (COVI) and the North Apron FAA projects. Rawley Voorhies and James Kirby are the lead engineers for the COVI and FAA projects. They will attend the meeting to introduce themselves to the Board and answer any questions regarding the projects and ongoing coordination.

Staff anticipates needed action by the Board at the November 5 meeting. This update is intended to go over the engineers estimate and discuss the Port’s options for the COVI project.

COVI update:

- Permits: The USACE still has not issued a wetland permit. It is expected next week.
- Schedule: If the Board determines to move forward on November 5th, staff will issue an invitation to bid on November 6th. A contract would come before the Board in early December for approval. Work would begin as soon as weather allows, likely complete in August of 2020.
- Coordination: The FAA project will bid in early 2020 with work beginning once FAA grant monies are released (likely June/July 2020). The projects would be constructed during the same season and completed before September 2020.
- Funding: The COVI project budget is outlined in the table below. The grant was based on a budget from 2015. There was a large contingency in that budget, however, costs have risen significantly since the grant was approved.

	Project Budget		Actual Cost	Bid alternate
Budget	\$ 2,166,900.00	Cost	\$ 2,591,172.00	\$ 2,189,176.00
Port Match	\$ 602,000.00	Project budget	\$ 2,166,900.00	\$ 2,166,900.00
County Match	\$ 200,000.00	Construction Mngmntn	\$ 150,000.00	\$ 150,000.00
ODOT	\$ 1,364,900.00	Shortfall	\$ 574,272.00	\$ 172,276.00

- Options: The Port has 2 options:
 1. Move forward with the Project:

- Contract for the full project and pull \$574,272 from other capital work budgeted for 19/20
 - Contract for a partial project excluding the fuel tanks and system
2. Cancel the project
- The design contract is \$291,635

RECOMMENDATION: Informational.

**KEN JERNSTEDT AIRFIELD
AVIATION TECHNOLOGY EMERGENCY RESPONSE CENTER**

CONSTRUCTION COST ESTIMATE

Estimate Level: 100%
Project No: 12447.008.01
Prepared By: JAJ/RDV
Date: 10/17/2019



ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
TEMPORARY FEATURES AND APPURTENANCES (00200)					
	Mobilization (00210)	LS	ALL	\$ 240,000.00	\$ 240,000.00
	Temporary Work Zone Traffic Control, Complete (00225)	LS	ALL	\$ 18,500.00	\$ 18,500.00
	Erosion Control (00280)	LS	ALL	\$ 25,500.00	\$ 25,500.00
	Pollution Control Plan (00290)	LS	ALL	\$ 6,500.00	\$ 6,500.00
Subtotal					\$ 290,500.00
ROADWORK (00300)					
	Construction Survey Work (00305)	LS	ALL	\$ 40,000.00	\$ 40,000.00
	Removal of Structures and Obstructions (00310)	LS	ALL	\$ 31,250.00	\$ 31,250.00
	Clearing and Grubbing (00320)	LS	ALL	\$ 11,500.00	\$ 11,500.00
	Import Embankment (00330)	CY	9,000	\$ 16.00	\$ 144,000.00
	Embankment in Place (00330)	CY	22,900	\$ 4.00	\$ 91,600.00
	12-inch Subgrade Stabilization (00331)	SY	1,000	\$ 20.00	\$ 20,000.00
	Rip Rap Geotextile, Type 1 (00350)	SY	140	\$ 5.00	\$ 700.00
	Loose Riprap, Class 50 (00390)	CY	30	\$ 150.00	\$ 4,500.00
	Loose Riprap, Class 100 (00390)	CY	20	\$ 250.00	\$ 5,000.00
Subtotal					\$ 343,550.00
DRAINAGE AND SEWERS (00400)					
	2 inch Pressure Sewer Pipe (00445)	FT	1,590	\$ 30.00	\$ 47,700.00
	4 inch Sanitary Sewer Pipe (00445)	FT	140	\$ 50.00	\$ 7,000.00
	6 inch Sanitary Sewer Pipe (00445)	FT	650	\$ 60.00	\$ 39,000.00
	6 inch Storm Sewer Pipe (00445)	FT	80	\$ 55.00	\$ 4,400.00
	8 inch Storm Sewer Pipe (00445)	FT	1,440	\$ 60.00	\$ 86,400.00
	12 inch Storm Storm Pipe (00445)	FT	350	\$ 75.00	\$ 26,250.00
	15 inch Storm Sewer Pipe (00445)	FT	200	\$ 80.00	\$ 16,000.00
	18 inch Storm Sewer Pipe (00445)	FT	60	\$ 85.00	\$ 5,100.00
	21 inch Storm Sewer Pipe (00445)	FT	380	\$ 87.50	\$ 33,250.00
	24 inch Storm Sewer Pipe (00445)	FT	190	\$ 92.50	\$ 17,575.00
	Concrete Sanitary Sewer Manholes (00470)	EA	1	\$ 4,250.00	\$ 4,250.00
	Concrete Storm Sewer Manholes (00470)	EA	6	\$ 3,750.00	\$ 22,500.00
	Concrete Manholes, Sanitary Sewer Shallow (00470)	EA	1	\$ 3,500.00	\$ 3,500.00
	Concrete Manholes, Water Quality (00470)	EA	1	\$ 10,000.00	\$ 10,000.00
	Concrete Inlets, Type G-2 (00470)	EA	5	\$ 2,250.00	\$ 11,250.00
	Concrete Inlets, Ditch Inlet Type D (00470)	EA	1	\$ 2,450.00	\$ 2,450.00
	Cleanout (00470)	EA	18	\$ 450.00	\$ 8,100.00
	Pond Outlet Structure (00470)	EA	1	\$ 5,500.00	\$ 5,500.00
	Sanitary Sewer Step System (00485)	LS	1	\$ 115,000.00	\$ 115,000.00
Subtotal					\$ 465,225.00

**KEN JERNSTEDT AIRFIELD
AVIATION TECHNOLOGY EMERGENCY RESPONSE CENTER**

CONSTRUCTION COST ESTIMATE

Estimate Level: 100%
Project No: 12447.008.01
Prepared By: JAJ/RDV
Date: 10/17/2019



ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BASES (00600)					
	Aggregate Base (00640)	CY	4,230	\$ 35.00	\$ 148,050.00
	Aggregate Base - Recycled (00640)	CY	3,820	\$ 30.00	\$ 114,600.00
Subtotal					\$ 114,600.00
WEARING SURFACES (00700)					
	Level 4, 1/2 inch ACP Mixture (00745)	Ton	2,860	\$ 105.00	\$ 300,300.00
	Concrete Curbs, Standard Curb (00759)	LF	690	\$ 18.00	\$ 12,420.00
	Concrete Curbs, 1' Wide Flat Spreader (00759)	LF	40	\$ 30.00	\$ 1,200.00
Subtotal					\$ 313,920.00
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES (00800)					
	Bollards (00815)	EA	3	\$ 850.00	\$ 2,550.00
	Longitudinal Pavement Markings - Paint (00860)	LF	1370	\$ 2.50	\$ 3,425.00
	Pavement Legend, Type AB: Disabled Parking (00867)	EA	2	\$ 450.00	\$ 900.00
	Pavement Legend, Type AB: Arrows (00867)	EA	2	\$ 450.00	\$ 900.00
	Pavement Bar, Type AB (00867)	SF	19	\$ 15.00	\$ 285.00
Subtotal					\$ 8,060.00
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS (00900)					
	Signs, Standard Sheeting, Sheet Aluminum (00940)	LS	ALL	\$ 3,500.00	\$ 3,500.00
	Electrical Systems (00960)	LS	ALL	\$ 175,000.00	\$ 175,000.00
Subtotal					\$ 178,500.00
RIGHT OF WAY DEVELOPMENT AND CONTROL (01000)					
	Permanent Seeding (01030)	Acres	1.5	\$ 4,350.00	\$ 6,525.00
	Chain Link Fence (01050)	FT	45	\$ 30.00	\$ 1,350.00
	Swale/Pond Permanent Seeding (01030)	Acres	0.5	\$ 6,500.00	\$ 3,250.00
Subtotal					\$ 11,125.00
WATER SUPPLY SYSTEMS (01100)					
	Farmer's Irrigation District Irrigation System (01120)	LS	1	\$ 43,250.00	\$ 43,250.00
	8" Ductile Iron Water Pipe (01140)	LF	940	\$ 77.50	\$ 72,850.00
	12" Ductile Iron Water Pipe (01140)	LF	1340	\$ 92.50	\$ 123,950.00
	8" Gate Valve (01150)	EA	1	\$ 2,500.00	\$ 2,500.00
	12" Gate Valve (01150)	EA	8	\$ 3,250.00	\$ 26,000.00
	8" Air Release Valve (01150)	EA	1	\$ 2,500.00	\$ 2,500.00
	12" Air Release Valve (01150)	EA	1	\$ 4,250.00	\$ 4,250.00
	Hydrant Assemblies (01160)	EA	2	\$ 4,500.00	\$ 9,000.00
Subtotal					\$ 284,300.00

**KEN JERNSTEDT AIRFIELD
AVIATION TECHNOLOGY EMERGENCY RESPONSE CENTER**

CONSTRUCTION COST ESTIMATE

Estimate Level: 100%
Project No: 12447.008.01
Prepared By: JAJ/RDV
Date: 10/17/2019



ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BASE BID					
				PROJECT SUBTOTAL \$	2,009,780
				ESTIMATE CONTINGENCY (5%) \$	100,489
				BASE BID PROJECT TOTAL \$	2,110,269
BID ALTERNATES					
	Subgrade Reinforcement Geogrid (00350)	SY	19,930	\$ 2.10	\$ 41,853.00
	Fueling Pad (00755)	LS	1	\$ 20,000.00	\$ 20,000.00
	Aircraft Fueling System (00950)	LS	ALL	\$ 300,000.00	\$ 300,000.00
	2" PVC Water Pipe (01140)	LF	700	\$ 30.00	\$ 21,000.00
				ALTERNATES SUBTOTAL \$	382,853
				ESTIMATE CONTINGENCY (5%) \$	19,143
				BID ALTERNATES TOTAL \$	401,996
BASE BID + BID ALTERNATES					
				PROJECT SUBTOTAL \$	2,392,633
				ESTIMATE CONTINGENCY (5%) \$	119,632
				BASE + ALTERNATES PROJECT TOTAL \$	2,512,265

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Commission Memo



Prepared by: Anne Medenbach
 Date: October 22, 2019
 Re: Airport Public Outreach

The Ken Jernstedt Airfield is an active airport for both recreational pilots and businesses. Its level of activity has increased in the past 3-4 years in both sectors. This has created increased noise impacts to neighbors. In 2017, after extensive public outreach, the Port instituted its “Fly Friendly” program. In recent months, staff has been in contact with neighbors who would like this program to be revisited.

The Port needs to look strategically at the airport to better understand how it should be used and for what purposes. To inform that understanding, data needs to be collected that tells us who is using the airport, how frequently, for what purpose, and what impacts those uses have on the community. Additionally, we need to identify potential impacts from proposed development. This will help us determine what, if any, changes need to be made to manage and support the airport users while being sensitive to and supportive of the quality of life for valley residents.

This work can tie directly into the Port’s Strategic Business Plan efforts beginning this Fall. Staff proposes the following outline for consideration.

1. Define major input groups to the airport:
 - i. Recreational users
 - ii. Educational users
 - iii. Businesses
 - iv. Neighbors
 - v. Emergency response
2. Gather data from each input group in the following ways:
 - i. Surveys
 - ii. Meetings
 - iii. Work shops
3. Gather on-site data
 - i. On-site data collection Summer of 2020
4. Analyze and report findings to the Board for potential action steps, such as:
 - a. Types of limitations that can be instituted for lease holders.
 - b. Create a separate glider staging area for growing glider traffic and general safety.

Following is the proposed schedule:

1. October
 - a. Propose to Commission

- b. Meet with AAC and FBO to present proposal & gather input
- 2. November
 - a. Meet with other stakeholders to introduce plan and surveys, get input and feedback
 - b. Surveys out to users
 - c. Analyze survey responses
 - d. Notice of upcoming public meeting in Port Newsletter
- 3. January
 - a. Public meeting and outreach to neighbors
 - b. Distribute and collect neighbor surveys
 - c. Update plan as needed based on input
- 4. March
 - a. Create flight tracking process for intern, work with stake holders
 - b. Create intern schedule for tracking flights over the summer
- 5. May- August
 - a. Flight tracking by intern and data entry
 - b. Final report and analysis
 - c. AAC and Board meeting to present findings and possible solutions
- 6. September
 - a. Public meeting to present findings and possible solutions

RECOMMENDATION: Discussion.

Commission Memo



Prepared by: Daryl Stafford
 Date: October 22, 2019
 Re: Marina Rules & Regulations for 2020

As part of an annual review and update, staff and the Marina Committee recommend changes to the Marina Rules and Regulations to be implemented in January 2020. The purpose of the proposed changes is to improve administration efficiency, safety and security, and to encourage best practices for the Marina.

The following are the primary changes recommended by staff and the Marina Committee:

1. Define the status of a Partner in the Agreement Section.
2. Define what a dinghy is and the allowance to have one in the slip.
3. Add regulating language for electric cords.
4. Add language to clarify that no person shall occupy their car from 11pm-6am in the Port parking lots.
5. Clarify the retention and utilization of a slip for tenants who do not own boats, or do not have their boats in their slip for more than a season.
6. Add boathouse flotation requirement for snow loads and encapsulation.

The attached draft 2020 Marina Rules and Regulations have all of the requested changes highlighted in red.

Commission decision is needed before November 20 so that any changes may be properly communicated to the Marina Tenants by December 1. Port staff provides 30 days-notice to tenants before implementation on January 1.

RECOMMENDATION: Discussion.

If the Commission wishes to approve the revised Rules and Regulations during this meeting, the recommendation action would be as follows:

Approve 2020 Marina Rules and Regulations [as written] or [with stated changes].

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PORT OF HOOD RIVER
2020 MARINA MOORAGE RULES & REGULATIONS
Effective January 1, 2020
Suggested Changes from 2019

The purpose of these Rules and Regulations is to promote the safe and efficient operation of the Port of Hood River Marina ("Marina") and provide better service for boaters and the public. It is the intent of the Port to encourage Tenants to contribute to the efficient operation of the Marina by following the rules and regulations established for this purpose.

The word "Port" as used herein shall mean the Port of Hood River, and when appropriate may mean any person authorized to represent the Port. The word "Tenant" is used to indicate the owner of a boat, boathouse, or floatplane moored legally within the Port of Hood River Marina as per the conditions of a signed Moorage Rental Agreement ("Agreement") or Boathouse Lease. The words "vessel" and "boat" include boathouses or floatplane where appropriate.

Tenant agrees to comply with all applicable federal, state, county, and city laws and rules, and to comply with Port ordinances in addition to these Marina Moorage Rules & Regulations.

The Port reserves the right to change the Marina Moorage Rules & Regulations from time to time. Any such changes shall be posted on the Port's website at www.portofhoodriver.com, and shall be effective on the website posting date unless a later date is specified by the Port. Marina users are responsible for knowing, understanding and complying with the current and updated rules and regulations. Failure to adhere to these rules and regulations may result in moorage termination and penalties. The Port Commission authorizes Port staff, including the Marina Manager, to enforce these rules and regulations by written or verbal directions or any other legal means.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port and shall be berthed or anchored only where authorized by the Port. Port staff may deny the use of any of the facilities of the Marina or moorage when not in the best interest of the Port or the Marina.

The Marina is a regulated facility owned and operated by the Port. The intended use of a slips is for recreational purposes, not for storage. Any commercial activity in the Marina or on Port property requires a separate Port agreement that may or may not be granted.

The Port was originally certified by the Oregon State Marine Board in 2012 as a "Clean Marina." Annual surveys are submitted to the OSMB and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2018. Review the Clean Boater information available from the Oregon State Marine Board here:
<https://www.oregon.gov/OSMB/boater-info/Pages/Clean-Marinas.aspx>

Agreements

Moorage Rental Agreements with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing a boat slip by a person who is not a boat owner is prohibited unless temporary permission is granted by the Marina Manager in limited circumstances.

Tenants must provide proof of ownership of the vessel that will occupy their assigned slip. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.

- Documents, including but not limited to the following, will be required:
 - a. Current certificate of Title showing proper owner(s), or loan documents.
 - b. Current State Registration Certificate or USCG Documentation showing owner(s).
 - c. Insurance with proper owner(s) listed.
- Tenant agreements may be denied, or tenancy may be terminated if any information related to an agreement is misrepresented, incomplete, inaccurate or falsified. The Port reserves the right to verify all verbal or written information presented to confirm that the Vessel in an assigned berth is, in fact, owned by the person who signed the Moorage Agreement, and to deny any application for any reason not specifically restricted by law.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information. It is the tenant's responsibility to inform the Port of any changes.

All tenant boats MUST be moored in the slip assigned to the Tenant in a Moorage Agreement. All boats shall be the appropriate size for the slip and tied up in berths or at moorings according to good maritime practice. The **overall length** of the vessel must NOT exceed the assigned slip allowance without Port approval.

- Tenant acknowledges that Tenant has inspected the assigned slip and is satisfied the slip is in good condition and adequate for the safe mooring of Tenant's boat. Each Tenant accepts the Marina and Slip in their present condition and understands that the Marina dock and slip is being rented "AS-IS".
- The Port reserves the right to relocate any Tenant to another moorage slip at any time, and to allocate the use of any moorage as it deems necessary.
- No offensive activities shall be carried on by a Tenant at or in the immediate vicinity of the Marina. A Tenant shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant's boat, in the Marina, or on adjacent premises, nor do anything which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property by others. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."
- A Tenant shall be responsible for and assure compliance with the terms of these rules and regulations by Tenant's invitees, guests and family members. Any violation or breach by them is a breach by Tenant.

Betterment Lists

A "Betterment List" requesting notice of slip vacancies is available for annual Tenants whose accounts are in good standing, i.e., no unpaid balances. Tenants seeking to change slips should contact the Marina Manager. At the discretion of the Marina Manager, Tenants on the betterment list will be contacted when a slip becomes vacant.

- A Tenant must respond within three (3) business days after offered a vacated slip. If a tenant declines, no response is received or if the Tenant fails to move their vessel within the time allowed, the Tenant's right to occupy the Betterment slip will expire and the slip will be offered to the next person on the list.

- If a Betterment List offer expires, a Tenant who receives but does not accept an offer will retain their place on the Betterment List. However, if a Tenant is offered another Betterment move within twelve (12) months after the Tenant declines or fails to respond to the first Betterment offer within the time allowed, the Tenant will be removed from the Betterment List.
- Outside end slips are exempt from Betterment List requests.
- \$35 will be charged when a Tenant requests a “Betterment” move to a slip with the same length classification. Tenants seeking a boat slip with a different classification should apply for the appropriate “Wait List” and pay an Administrative fee.

Bulletin Board

- All notices will be posted by Port Staff only. Notice requests may be emailed to waterfront@portofhoodriver.com, calling the Marina Manager at (541) 386-0972, or by dropping a notice at the Port office. All notices will be date stamped.
- Notices posted without permission will be REMOVED.
- Event notices may be placed no more than two (2) weeks prior to the event and will be removed the next business day following the event.
- Non-event notices, such as items “For Sale” will be posted for no more than three (3) weeks.

Defaults

The following are a default of a Tenant’s moorage obligations:

- Failure to pay the Port moorage rental as per the Moorage Agreement or any other Marina fees or charges within ten (10) days after Port written notice of non-payment is sent to a Tenant.
- Failure of a Tenant to comply with any of the terms or conditions of any Port Marina rule or regulation within ten (10) days after written notice from the Port is sent to the Tenant. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant may apply for and receive approval for an extension of time from the Port Executive Director, which may be granted or denied in their discretion.
- If a default is not remedied the Port may:
 - Terminate the moorage lease, evict the Tenant and boat and re-lease the slip.
 - Recover any unpaid rent, charges or fees and any of Port’s direct costs including staff and attorney’s fees, if any, before suit, after suit is filed and on appeal.
 - Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges arising thereafter are fully paid, and all violations of the terms of any Moorage Agreement or Port Moorage Rules and Regulations have been cured, or if not cured dispose of the boat and items the Port has taken possession of.
 - These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.
- If a past-due payment default is cured, the tenant may be required, in the Port’s discretion, to make a single payment by January 31 for the following moorage year.

Dinghies and Accessory Watercrafts

- A dinghy is considered a small boat carried or towed for use as a lifeboat or tender by a larger vessel and are typically less than 14 feet in length including any overhangs or protrusions from the Vessel including the motor.
- Accessory watercrafts are considered jet skis, kayaks, skiffs, rowboats, etc.
- Dinghies or accessory watercrafts must be stowed on the Tenant's vessel or if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of the Marina Manager), moored in the water so as not to exceed maximum overhang criteria and fit in the perimeter of the Tenant's slip.
- Dinghies or accessory watercrafts are not allowed on the docks or dock fingers.
- The Port has discretion to allow or not allow any dinghy or accessory watercraft in the water, based on the size, type or location. If the Port denies permission for maintaining an accessory watercraft at a Tenant's slip the Tenant must immediately remove the watercraft from the water or the slip.
- Non-motorized accessory watercraft including a dinghy, kayak or inflatable, are allowed at no charge if secured within the leased footprint within the slip.
- Fees: \$35 per motorized watercraft, per month, unless watercraft is an inflatable Tender used in service of boat and proper registration and insurance is provided.

Electric Power

- Electrical meters are read and billed every quarter and on termination of a Moorage Agreement by the Port.
- Electricity to the Marina is provided by Pacific Power. The Port does not guarantee the continuity of electrical service to any boat or boathouse.
- All electrical service connections by Marina users and Tenants between Marina outlets and any boat must conform to National and State Electrical Codes. Shore power cords are to be secured so that they cannot cause damage to meter bases. Damage done to meter bases is the financial responsibility of the Vessel Owner.
- Without exception, all shore power cords must be "UL Approved", 30/50amp marine grade weatherproof cords with a twist lock configuration. Cords must be kept in good condition (no signs of corrosion, discoloration, or abnormal wear), be coiled, and kept out of the water. Cords should only be connected to and disconnected from the dock power pedestal when the breaker is in the "OFF" position. Cords should be installed to avoid strain being placed on the connection between cord and receptacle. Careful power cord installation and proper maintenance is critical to maintaining a safe and reliable electrical service.
- Splitters or adapters are not allowed at the shore power pedestal. Tenants are prohibited from plugging splitters or adapters into their shore power cords unless approved by Port Staff.
- Port Marina staff may disconnect undersized or non-compliant cords and may discontinue electrical service to such Tenant. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the Tenant's sole risk. Tenant expressly authorizes the Port to disconnect any unsuitable shore power cord and releases the Port from any claims resulting from such action. The use of house-hold extension cords or any other cord not complying with the foregoing requirements for shore power connections is strictly prohibited.
- The Marina's main electrical system is designed to cut the power supply to an individual dock if a low-level ground fault is detected or to individual Ground Fault pedestals. It is critical that each Tenant maintain their vessel's electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the

Tenant responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant can demonstrate to the Port's satisfaction that the ground fault hazard has been resolved and the vessel's electrical system is in good working order. NO EXCEPTIONS.

- The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to ensure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. NO SWIMMING is allowed in the Marina.

Fees

Moorage rates and fees are published online at www.portofhoodriver.com. Tenants are provided 30 days written notice of any rate adjustments.

- Tenants must make the annual payment in full within 60 days of the billing date. Invoices will typically be sent on or about January 2. Payment in full is due on March 4, 2020. A \$35 per month late fee applies to any unpaid balance after the due date. Tenants who have not made full payment within 90 days of the billing date identified on the statement will be considered in default.
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month fee for water/garbage/recycling that will be billed annually in January. This is a non-refundable fee. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed annually in January, whether or not a Tenant uses electricity. This is a non-refundable fee. If the electrical usage is more than \$5/month, the overage for actual cost will be billed quarterly.
- Quarterly Electric and miscellaneous charges are payable by the Tenant within thirty (30) business days of the statement date. Outstanding electric utility invoices provided by the Port that are 60 days past due will incur a \$15 per month late fee.
- The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant when due.
- Time and materials charges may be charged to the Tenant if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.
- Fee for motorized accessory watercraft in water is \$35 per month, unless watercraft is an inflatable Tender used in service of the vessel of record. Proper registration and insurance must be provided, and watercraft must fit in the leased footprint of the slip.

Garbage/Water

Garbage receptacles are available at or near the Marina gate for use by Marina Tenants. Recycling is the responsibility of the tenant.

- See "Fees" section regarding the annual garbage and water charges.
- Garbage or other refuse of any type must always be placed in appropriate container. It may not be left at the Tenant's slip or on the walkways. Marina garbage receptacles may not be used for disposal of personal belongings brought from home or elsewhere, unrelated to Marina activities.
- Water is turned off in the Marina generally early October through April.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

Guest Moorage

- No Tenant may allow a guest to moor a boat in the Tenant slip unless the guest has signed a sublease agreement previously approved by the Port.
- Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted.
- Guest moorage is not allowed for floatplanes in the Marina without prior approval of the Port Executive Director.

Hold Harmless

- Tenants agree at all times to release the Port from any claim of liability and hold the Port harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, their agents, invitees or employees, and Tenant does specifically acknowledge and agree that the Port is not liable under any circumstances for any loss or damage to Tenant's boat, person or property, except as the result of intentional misconduct on the part of the Port.
- Port may provide or make available utility services at the Marina; however, Port shall not be liable to Tenants or others resulting from, or be responsible to pay any costs associated with, an interruption in or failure to supply electricity or any other utility service at the Marina.
- The Port is not responsible for any losses or damage to boats, boathouses or airplanes in the Marina. Each Tenant will be responsible for damages that he or she causes to other boats, structures, property or to persons in the Marina.

Insurance

- Appropriate insurance coverage must be maintained by each Tenant. Tenants must at all times during their moorage occupancy keep in effect a marine/watercraft insurance policy with general liability limits of at least \$500,000.
- Floatplane Tenants must keep in effect aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of insurance shall be provided to the Port at the beginning of Tenant's moorage term. The Port may require that a Tenant provide proof of required insurance coverage renewal and at any time during moorage occupancy.
- It is the Tenant's responsibility to provide the Port with annual renewal documentation.
- The Port shall be entitled to receive written notice from a Tenant's insurance carrier thirty days prior to any insurance cancellation or expiration.
- Failure to provide or keep in force insurance required by this section shall be a Tenant violation of these rules and regulations, be a default of the Tenant's Moorage Rental Agreement and be grounds for the Port to terminate the Tenant's lease.
- Required insurance must remain in force even when the vessel is not occupying the slip.

Inspections

Upon receiving a Port request, a boat or boathouse owner must grant permission within 24 hours for an on-board inspection of their vessel or boathouse by the Marina Manager or any other person designated by the Port to assure compliance with applicable Marina Rules and Regulations.

Keys/Key Cards

- Tenants may receive up to two (2) key cards with no charge.
- Tenants may receive a maximum of four (4) cards issued per slip at any given time.
- Tenants shall pay a \$35 non-refundable fee per additional key card issued after two key cards.
- Damaged cards will be de-activated and replaced at no charge for the first two replaced cards.
- Lost Cards will be replaced for a \$35 charge.
- Key cards will be only issued to Marina Tenants.
- South Basin Dock keys, which require payment of a refundable \$50 key deposit per key, shall not be duplicated.

Liveboards

There shall be no continuous living aboard boats or boathouses in the Marina. Tenants may not stay overnight on their boats in the Marina or boathouse for more than 3 nights in any seven-day period. This privilege may be reviewed or revoked by the Port in its discretion. Violation of this policy may result in eviction and termination of a Tenant's lease.

Maintenance and Vessel Repairs

- No major repairs, as defined by the Oregon State Marine Board Clean Marina Standards, shall be made to boats while in slips or parking lots. In water hull scraping or removal of paint below the water line is prohibited. No pressure washing of boat hulls in parking lots or boat launches, or anywhere on Port Property.
- The Port maintains a "NO Discharge" policy in the Marina. All work on vessels in the water must comply with the OSMB Best Management Practices and the Department of Ecology. Vessel Owners shall abide by all Port, City, State, U.S Coast Guard, and other applicable regulations.
- All Tenant maintenance activities to be undertaken by a Tenant which may affect other boats, persons or the Marina must be reported by the Tenant to the Port in advance by phone, email sent to waterfront@portofhoodriver.com, or in person to Port staff to ensure the Tenant has permission for the proposed activity and for appropriate follow-up after maintenance activities are undertaken.
- Tenants will be notified at least 24-hours in advance of any scheduled maintenance work affecting all slips so that Tenants have the option to be being present when the work is done.
- Any alteration of a Marina slip is subject to prior written approval by the Port.
- All Marina users and Tenants must use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning their boat.

Notice to Tenants

- News of interest from the Port to the Tenants will be by means of email. Tenants will need to update spam filters to allow mail from the portofhoodriver.com domains. It is the responsibility of the Tenant to inform the Marina Manager of any changes in their email, address or phone number.
- It is the Tenant's responsibility to obtain a copy of the Marina Rules & Regulations either online or at the Port office. The Port does not accept responsibility for mailing or delivery.
- Port notification of Marina Rules and Regulations including new rules and modifications shall be effective when posted on the Port's website at www.portofhoodriver.com
- Port notice of a lease or rules and regulations violation shall be in writing and be effective

when delivered by the Port to a Tenant or other Marina user. Delivery will occur when sent by email and/or when deposited in the U.S. Postal Mail postage paid, addressed to a Tenant(s) or other party at the address stated in a moorage agreement, or which the Port has in Port records or obtains.

Parking/Special Events

- Tenant parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant's expense, any vehicle parked in an improper manner, as determined by Port.
- Parking for an extended period exceeding three (3) days must be approved in advance in writing by the Port. Storage of vehicles is not allowed.
- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate without Port written approval.
- Overnight camping is prohibited in the parking areas, and on all Port property. Port Ordinance 24 Parking rules apply. No person shall occupy their vehicle between the hours of 11p.m.-6.a.m.
- The Port, in its discretion due to special events in the adjacent park area, may limit access to the Marina parking lot and the hours of operations of the Marina facilities. The Port will attempt to provide notice of use limitations at least seven (7) days in advance by email and on the Port's website (www.portofhoodriver.com).
- If the Port posts a sign or signs in the marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle owner may be cited for violating a Port Ordinance, and if a Tenant is the owner of a vehicle violating posted parking requirements, or if a Tenant allows a guest to park a vehicle violating posted parking requirements, the Port may consider the Tenant to be in breach of the Tenant's Moorage Agreement.

Pets

Dogs MUST be kept on leashes at all times on Port property, including the docks. "Pet Pick Up" bags are available near the Marina gate for owners to clean up after their pets. Absolutely no waste may go into the water.

Proof of Vessel Ownership & Partnerships

All moorage applicants must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will become the "vessel of record" for that berth. Failure or inability to provide satisfactory proof of ownership to the Port will result in denial of moorage privileges or termination. Original documents showing the proper individual(s) as owner(s), including but not limited to the following, will be required to establish proof of ownership:

1. Current Certificate of Title or financing papers.
2. Current State registration certificate or U.S. Coast Guard documentation papers.
Registration information must be provided to the Port on an annual basis.
3. Current Insurance documentation.

The Port does recognize partnerships that are declared **prior** to signing Moorage Rental Agreements. Partners who have ownership in a boat must each provide their name and contact information at the time the agreement is drafted. Partners also must be named on any other Port Agreement, boat title, registration, and insurance coverage prior to occupying the slip.

- One partner must be designated as the “partner of record” and will be considered the primary person responsible for all moorage fees and moorage requirements.
- Moorage Status in the Marina is recognized as the primary responsible partner named in the Moorage Agreement who was the person who signed up on the waitlist for the slip.
- Partners taken on after the Agreement has been originated will have no rights to the moorage slip or tenancy in the Marina.

Registration

- All Vessels entering or leasing moorage in the Marina must have a valid identification permanently affixed to the hull and clearly visible from the outside. It is the Tenants responsibility to know and understand the Vessel registration requirements. Failure to display the registration number on the hull may be cause for refusal of moorage or other access to the Marina.
- State or Coast Guard registered vessels shall display registration numbers and a valid registration decal. Documented vessels shall have the documented name of the vessel and a valid registration decal displayed on the hull.
- A current copy of boat registration or Coast Guard Documentation will be presented to Port at the beginning of a moorage lease. Failure to provide these copies or failure to keep registration current shall be construed a default and breach of these rules and be grounds for the Port to terminate a Tenant’s lease.
- Any Tenant who attempts to retain their assigned slip using a boat that is not registered in the Tenant’s name will lose their right to occupy the leased slip.
- Boats not marked or identified as required by law will not be permitted within the Marina.

Safety/Security

- **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant’s responsibility to insure electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. FOR YOUR SAFETY PLEASE DO NOT SWIM IN THE MARINA.
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 16 years and guests at all times.
- The conduct of a Tenant’s guest’s while in the Marina is the full responsibility of a host Tenant. A host Tenant shall meet all Tenant’s guests at the Marina locked gate to let them in and shall accompany their guests at all times while in the Marina.
- Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the Tenant’s boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- All boats shall be tied up in berths or at moorings according to good maritime practice. Boats shall be tethered only to the cleats for their assigned slip, and be securely moored with adequate bow, stern and spring lines. No lines shall cross walkways.

- Boats must be tied so that no part of the boat or its attachments extends over the walkway. Bowsprits hanging over the dock float are prohibited.
- All mooring lines must be in good condition and not have any visible fraying.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.

Sale of Vessel or Change of Vessel

- The assigned slip is for the use of the lessee/Moorage Tenant. In the event the Tenant sells the vessel of record, he/she must either terminate their lease, or purchase another boat within 9 months of the sale and provide proof of ownership to the Port office. The tenant is responsible for providing information on any change of vessel in the assigned slip whether permanent or temporary.
- Moorage is non-transferable. The assigned slip is only for the use of the Tenant who is assigned the slip. If a vessel in the Marina is sold, the new owner must submit an application for moorage, and be placed on the appropriate waitlist, like any other person seeking moorage at the marina. A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage slip or any other space in the Marina.
- If the Tenant sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip as a sublease from the Port for a maximum of 6 months from the date of purchase subject to prior approval from the Marina Manager.
- A Tenant selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.
- A Tenant may replace their vessel with another so long as it is compatible with their assigned slip, and updated registration, title and insurance information is provided to the Marina Manager prior to placement of the vessel in marina.
- If a Tenant chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document. Every effort will be made to rent the slip, and when a new rental agreement has been signed a pro-rated refund will be issued to the owner for any overpaid amount.

Sanitation

All vessels which moor in the Marina must be compliant with all Regulations established by the U.S. Coast Guard or other Federal or State Regulatory Agencies regarding marine sanitation devices and waste discharge. The discharge of treated or untreated sewage or blackwater is not permitted in the marina or any waters of the United States. FREE self-service pump-out facilities and port-a-potty discharge stations are located at the Marina fuel dock. All Marina users shall use these facilities for the disposal of raw sewage.

Seaworthiness

Vessels moored in the Marina must, at all times, be operable and maintained in a safe seaworthy condition and not constitute a fire hazard or present a risk of sinking. Vessel hull, keel, decking, cabin and mast must be structurally sound and free from dry rot or other similar defects or deficiencies. If a vessel does not comply with these conditions, the vessel owner must immediately remove it from the Marina for repair.

The Marina Manager may ask a Tenant to demonstrate the seaworthiness of their vessel at any time.

- A vessel that in the opinion of the Marina Manager is hazardous to Marina property or facilities, other vessels or persons may be denied permission to remain on Marina premises.

- Any vessel which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the vessel's owner to effect repairs except in cases where the Port believes there is an imminent threat or emergency. If a vessel owner who has been requested to remove a vessel from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the vessel from the Marina at the owner's expense, and to terminate the moorage lease.
- Port and its agents and employees shall at all times have immediate access to each Tenant's boat while moored at the Marina in case of emergency: including fighting fires, remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.
- In an emergency situation, primary contact will be made with the Tenant via the emergency contact information on file. If the Tenant cannot be reached, the person they have designated as their emergency contact person will be called. If it is necessary for Port staff or agents to board a boat, Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.
- In non-emergency situations, it may be necessary for the Port to board a boat, primarily for purposes of Inspection. In such situations, the Port will contact the primary contact 24 hours in advance and board the boat only with permission of the Tenant or accompanied by the Tenant.
- Tenant shall be responsible for any and all damage to the Marina, including a slip, caused by Tenant's boat or activities. Any boat that sinks in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port believes a vessel is not being promptly and properly removed from the marina by a Tenant the Port may incur salvage expenses to remove the vessel, in which case Tenant will promptly reimburse the Port for those salvage expenses and any related expenses.

Shell Dock

The Port's six shell dock storage spaces located on Dock C are rented on an annual basis from August 1 through July 31. Annual rent is due on August 1. Rules and Regulations specific to shell dock storage are outlined in the Shell Dock Annual Rental Agreement.

Storage on Piers or Dock Fingers

- All users of the Marina or its facilities for moorage or otherwise, shall keep their vessel, boathouse and pier or dock fingers in the vicinity of their vessel, neat, clean, orderly at all times. Tenant slip areas must be maneuverable for the Tenant's vessel and other vessels. Storage of anything by a Tenant on piers or dock fingers is prohibited except in approved dock boxes, chests, or steps.
- Main walkways and slip finger walkways shall be kept obstacle-free of boat supplies, accessories or debris by Tenants and Marina users. Tenant water hoses and electrical cords shall be neatly coiled when not in use. Tenants must remove anything of theirs from the Marina that does not fit onto their boat, dock box or chest.
- Each Tenant must obtain permission from the Port prior to placement of chests, dock boxes, steps, ramps or similar structures in the Marina. All chests and dock boxes must fit within the original triangle space at each slip, must not overhang or be placed in walkways, and must not

exceed a height of 36 inches.

- Tenant storage of any potentially hazardous items or materials, batteries, oily rags, open paints, or other flammable or explosive materials are not allowed in dock boxes or chests and shall be immediately removed from Marina slips and the Marina area by Tenants.

Subleasing

- If a Tenant will not be using his/her assigned berth for a period of time, the Port may permit a sublease of the berth provided a Tenant provides a proposed sublease and documentation to the Port to review and approve that complies with the provisions of the Marina sublease policy.
- Annual Tenants in good standing for a minimum of 12 months may sublease their slip to another boat owner for a maximum sublease term of 6 continuous months during a calendar year. A sublease of less than 30 days will not be permitted. Any agreement by a Tenant to sublease a slip without prior Port approval is a violation of the Tenant's lease and may result in lease termination.
- Sub Lessees must provide their boat title, proof of insurance, current registration and State ID to the Port prior to a sublease taking effect.
- An annual Tenant who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant's slip when due and to assure their subtenant's compliance with all Marina Rules and Regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant. Notwithstanding a sub-tenancy, a Tenant is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their sub lessee.
- A Tenant is responsible for the removal of their sub lessee's boat from the Tenant's slip at the expiration of the sublease. A Tenant's violation of this requirement is grounds for termination of the Tenant's lease.
- Monthly Payment of a moorage fee and Marina charges by a subtenant to a Tenant cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant. All sublease payments shall be between a Tenant and their subtenant.
- A Tenant is responsible to provide Marina gate cards to their subtenant.
- A subtenant's vessel shall not occupy a Tenant slip until ALL required information and payment of a \$100 administrative fee has been provided to the Port by the Tenant, the subtenant has met with the Marina Manager to review Marina rules & regulations, and the sublease has been approved by the Port. Any proposed change in a sublease must be approved by the Port. If a sublease change is approved, the Tenant is responsible to pay the Port a \$35 fee for each change.
- Sublease Application available here:
<https://portofhoodriver.com/wp-content/uploads/2017/12/Hood-River-MarinaSublease-Request-Form.pdf>.

Termination

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term must notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received the Port shall attempt to re-lease the slip for the remainder of the Tenant's term to someone else. The Tenant will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port.

- If within the three month period after the Tenant's notice is received by the Port another boat owner executes a lease for the Tenant's slip and signs and provides lease documents satisfactory to the Port, the Tenant's lease shall be terminated and the Tenant shall receive a prorated refund of prepaid moorage and costs paid to the Port after the date a new tenant executes a moorage lease. If no new tenant signs a lease within the three month period the Tenant will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another tenant or until the end of the Tenant's lease term, whichever occurs first.
- If the moorage agreement is terminated because the Tenant is in default the Tenant will receive written notification via email and/or US Postal service mail sent to the address stated in the Moorage Agreement.

Unauthorized Moorage

- No person shall moor a boat adjacent to a Marina boathouse without prior Port permission. Moorage for an extra boat may be authorized by the Port in advance of moorage in the Port's discretion.
- If a boat, boathouse or floatplane is moored in the Marina without Port permission or the owner has refused or failed to sign a moorage rental agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Marina rules and regulations during occupancy, be liable for moorage rental charges based on the monthly moorage rate and may, in the Port's discretion, be charged fees a Marina moorage tenant would be responsible to pay and be required to pay for any damages caused to the Marina.
- A boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere until the owner pays all charges then owing and all charges which thereafter accrue and until all violations of Port moorage rules and regulations are complied with. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port Ordinance.

Utilization

The Slip must be utilized by the Tenant with the vessel of record for at least 3 months out of a 12-month period with the exception of a leave of absence granted by the Executive Director. A leave of absence for up to one year may be granted when:

- There is a defined time period for the leave; and
- The owner's vessel will be located continuously outside of the area or the owner is in a prolonged period of finding, constructing, securing or delivering a new boat to the Marina or special circumstances.

A tenant who anticipates being gone longer than one year must relinquish their slip and may apply in writing to the Executive Director for extended cruising status. A member granted extended cruising status may be placed at the top of the waitlist for the same size slip on their return.

Wait List

- A \$100 administrative fee is charged to be on a Port moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on any separate list. Updated Wait Lists are posted on the Port of Hood River website.

- Port staff will notify Wait List persons of potential slips that are available for lease. A slip will be offered to the top three names on the Wait List concurrently with a deadline of five (5) business days to respond to the offer. A slip will first be offered to the respondent listed in highest of the three people that were contacted, and if they don't accept the offer to the next highest. Persons who receive an offer but do not agree to accept the offer will maintain their current standing on the Wait List.
- Within fifteen (15) days of the acceptance of an offer, the Wait List person who has accepted the offer must enter into a signed lease and make a payment for the prorated moorage.
- Provided however, if the prospective tenant does not own a boat, they will be given thirty (30) days from the date of acceptance to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending. If the thirty (30) day requirement cannot be met and the prospective Tenant would like to remain on the Wait List, his or her name will be moved to the bottom of the WaitList.
- If a Wait List person is contacted but is non-responsive, they will maintain their current standing on the Wait List. However, if a second offer is made and the Wait List person is non-responsive or declines the offer, their name will be removed from the Wait List. If the name is removed, and the person wishes to stay on the Wait List, they will be required to pay another \$100 administrative fee for their name to be placed on the Wait List as of the date the application to be on the Wait List is received.
- If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant has identified a boater who meets all sublease requirements. Waitlist Application available here: <https://portofhoodriver.com/product/marina-wait-list-entry/>

Waiver

Waiver of performance of any provision herein or of any other applicable laws, rules or regulations by the Port shall not be a waiver of nor prejudice of the Port's right otherwise to require performance of the same provision or any other provision. Time is of the essence of performance of all Tenant moorage agreement requirements and of performance of the terms and conditions of these Port Marina moorage rules and regulations.

Boathouse Policies

The Port is not responsible for any loss or damage to boathouse or watercraft in the Marina. Each owner will be held responsible for damage which he/she may cause to other boathouses or watercrafts in the Marina or for damage to any Port structure. Any boathouse or watercraft that sinks in the Marina shall be removed by the owner at his/her expense.

Responsibilities of Boathouse Owners:

- All Boathouses shall have a state issued identifying number plate displayed in a location that is readily visible from the walkway providing access to the structure.
- A boathouse owner shall maintain his/her boathouse in a safe, neat and attractive condition, consistent with the Port's regulations, policies, and procedures.
- There are no liveaboards, subleases, short term rentals or rentals of any kind allowed in boathouses or vessels berthed in boathouses. See "Liveaboard" Policy.
- Debris, materials or accessories shall not be stored or otherwise allowed to accumulate outside boathouses, whether on or off the space let to the boathouse lessee. Supplies shall not be stored outside boathouses, whether on or off the space let to the boathouse lessee.
- Adequate flotation must be installed and maintained to ensure the stability of Tenant's boathouse and the safety of neighboring boathouses. Other than logs, any Flotation not encapsulated must be replaced and any replacement flotation must be material meeting current USACE specifications. Port Staff will work with owners to determine a reasonable amount of time for implementing replacement.
- All boathouses shall maintain a reasonable amount of freeboard in a uniform manner for safety reasons and to accommodate snow loads.
- Removal of snow build-up on boathouses will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source. Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for the attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments. Connections shall have enough clearance between the Port owned dock and the tenant's boathouse to allow space for maintenance work on the docks and utilities. This space can be left open or provide a hinged, removable cover that will provide the required clearance. All mooring connection and revision to existing systems must have prior Port approval.
- Boathouse owners, upon request, will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse and boat owners must comply with Oregon Clean Marina requirements.
- There shall be no discharge of blackwater or sewage from a boathouse.

Responsibilities of the Port:

- The Port will be responsible for supplying and maintaining the electric meter and the connection to the main power source.
- The Port will be responsible for providing connectors on the float for attaching the boathouse to the dock. Port will execute emergency repairs to boathouse attachment/chains at the expense of the boathouse owner.

Rebuilding, Remodeling or Replacement:

- The Port must approve the rebuilding, exterior remodeling or replacement of private boathouses in advance and in writing. Detailed plans of the proposed construction must be submitted to the Port Marina Manager and Executive Director, for approval by the Commission for construction, placement, design and or improvements. Failure to acquire prior authorization to rebuild or remodel may result in work stoppage and possible eviction.
- All construction involving boathouses shall conform to applicable codes of the City of Hood River, State of Oregon Floating Buildings and OSMB Clean Marina.
- Floatation shall meet USACE specifications. Floatation material shall be fabricated of materials manufactured for marine use. The float and its floatation material shall be 100% warranted for a minimum of 8 years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals. Polystyrene floatation material used inside them shall be fire resistant. Floatation must be permanently affixed to the underside of the boathouse.
- The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.

Sale of a Boathouse:

- A boathouse owner must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
- No boathouse moorage space lease may be sold or assigned without the prior written consent of the Port. A boathouse owner must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser to continue or replace a boathouse moorage lease.
- Before a boathouse sale contract is signed the boathouse owner must schedule an inspection of the boathouse and moorage space with the Marina Manager, or another Port staff person or person under Port directive designated by the Marina Manager, to confirm boathouse compliance with OSMB Clean Marina Standards and that the boathouse complies with Port rules and regulations and does not pose any hazards A boathouse owner and buyer must demonstrate to the Port's satisfaction that the boathouse to be sold and all boathouse connections comply with Port requirements.
- A lease of moorage space to a new boathouse owner will be granted by the Port, subject to compliance with this section and satisfactory compliance with the following checklist items.

Check List – Pending Boathouse Sale:

- Inspection of a boathouse and mooring is satisfactory.
- Buyer completes new lease acceptable to Port to be executed upon receiving satisfactory:
- Boathouse insurance certificate.
- OSMB title update.
- Proof that a boathouse title transfer is in process which complies with applicable legal requirements.

Bill of Sale transferring ownership:

- FEE: The Port will charge a fee to review and approve a boathouse sale and moorage lease transfer or new moorage lease based on Port actual costs and Port staff time, plus an administrative fee of \$100. The fee will be assessed to the seller of the boat house.

Commission Memo

Prepared by: Daryl Stafford
Date: October 22, 2019
Re: Marina Moorage Agreements for 2020



In an effort to update all Marina tenant information and ensure consistency, staff recommends all tenants sign new, standardized moorage agreements. Staff recommends the new moorage agreements be sent out January 1, 2020 along with the annual billing statements. The last moorage agreement template was approved in 2015.

The goal is that all tenants will have a signed agreement on file and that they provide the Port with proper proof of ownership, insurance, and up to date contact information. Legal counsel has reviewed the suggested changes, as has the Marina Committee.

The attached document highlights proposed changes in red.

RECOMMENDATION: Discussion.

If the Commission wishes to approve document changes at this meeting, the motion would be as follows:

Approve Marina Moorage Agreement Template.

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PORT OF HOOD RIVER MARINA
ANNUAL MOORAGE RENTAL AGREEMENT

Effective Date: XX/XX/2020

Tenant: XXXXXX

Moorage Slip Number: XXX

The Port reserves the right to relocate the tenant to another moorage slip at any time.

PORT RULES & REGULATIONS: The undersigned (“tenant”) has received, read and agrees to abide by **in all respects**, the current Port of Hood River (“Port”) Marina Rules and Regulations which apply to the Port Marina (“marina”). Tenant also agrees to abide by any new or revised marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, “Moorage Rules”). Moorage Rules shall be in effect on the date posted on the Port’s website, or a later date if so specified by the Port, at www.portofhoodriver.com. It is the tenant’s obligation to review the Port’s website to determine Moorage Rules in effect. As a courtesy, the Port may notify a tenant of Moorage Rules changes sent by email or mail to tenant’s address listed below.

CHARGES: Tenant has received, read, and agrees to pay applicable charges described in the Port’s Marina Moorage Rate Schedule, in effect on the Effective Date stated above (“Effective Date”). Tenant also agrees to pay new or revised marina moorage charges adopted by the Port hereafter. If moorage charges for annual tenancies are changed the new charges payable by tenant shall take effect on the next January 1 after being posted on the Port’s website, or a later date if so specified in writing by the Port.

TERM: This Agreement shall be considered in effect on and after the Effective Date, provided the Port and tenant both sign this Agreement. An annual moorage rental agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement.

AUTOMATIC RENEWAL: If this Agreement is in effect on December 31 any year, it shall be considered automatically renewed on January 1 of the following year, and shall remain in effect, extending an annual tenancy for another calendar year. However, an automatic extension of this Agreement after December 31 shall not occur and the tenancy shall be terminated on the following January 1 if by December 1 the Port receives written notice from the tenant or the Port sends written notice to the tenant stating that this Agreement will not be renewed the following year.

INSURANCE/INDEMNITY: Tenant agrees at all times to hold the PORT OF HOOD RIVER harmless against any and all claims and demands arising from the negligence or intentional misconduct of the undersigned, his or her agents, invitees or employees, and does specifically acknowledge that the PORT OF HOOD RIVER is not liable under any circumstances for any loss or damage to the tenant personally, the boat or floatplane described below, or to any other property tenant owns or possesses located within the marina, except as a result of intentional misconduct by the Port. Tenant agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. A floatplane tenant agrees to provide aircraft liability insurance with minimum coverage of \$1,000,000. Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of shall be provided at the beginning of Tenant’s moorage term. The Port shall receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.

DEFAULT: In the event tenant does not timely pay, as provided in Marina Moorage Rate Schedule, fees and other charges which are accrued in favor of the Port, or if the tenant otherwise violates the Port Moorage Rules or any terms of this Agreement the tenant shall be in default hereunder and the tenant’s boat or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the marina, or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of this Agreement cured. In addition, at its option, the Port may terminate tenant’s right to lease marina space, all without prejudice to the right of the Port to collect fees, rental and utility charges payable under this Agreement before or after tenant’s boat or floatplane is removed from the marina. The remedies provided herein are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws and local ordinances, including any Port ordinance. In any action or proceeding for the collection of any sums or charges which may be payable hereunder, tenant agrees to pay, in addition thereto, a reasonable sum for Port's attorney fees and court costs before suit, at suit or on appeal.

TERMINATION: A moorage rental agreement may be terminated by the Port at any time if a tenant is in default. Term will occur 10 days after the date the Port sends a default notice to the tenant, unless the tenant cures the default to the satisfaction within the ten-day period after the notice is sent.

An annual moorage tenancy shall be in effect during the Effective Date calendar year and each succeeding calendar year thereafter unless terminated as a result of default or non-renewal.

Any moorage tenancy may be terminated on a specific date, on terms and conditions agreed to in writing by the Port and tenant. Termination shall not relieve the tenant from obligations arising under this Agreement, until fully cured. Notice of termination will be deemed given on the date stamped the **Certified** U.S. Mail Termination Notice sent to tenant or in person by the Port to a tenant to the tenant’s home address below, and when a written notice from tenant is received by the Port.

If Moorage Rules conflict with any provision of this Annual Moorage Rental Agreement, to the extent of any conflict the Moorage Rules shall take precedence and be followed, notwithstanding conflicting language in this Agreement.

USE: Tenant is expected to provide proof of vessel ownership within 30 days of acceptance of the slip. The slip must be utilized at least 3 months per year by the recorded vessel of berth. Tenant may use the space only for purposes of moorage of the Vessel and for no other purpose whatsoever without the express written permission of the Port.

TRANSFER & ASSIGNMENT: This Agreement is not transferable or assignable without the prior written approval of Port, which approval may be withheld by Port in its sole discretion. In addition, Tenant may not assign or sublet the right to use the moorage space. In this respect, this Agreement is personal to the Tenant and may not be used or transferred to any other person.

NO LIVING ABOARD: Tenant and all other persons are absolutely prohibited from living or dwelling in or on the Space or from using the Space as a dwelling unit, floating home, or residence as defined under the Oregon Landlord and Tenant Act. Tenant shall not use or occupy nor permit the Space to be used or occupied for any business user or for any purposes which would constitute waste, nuisance or damage to the premises. No rentals of any kind are allowed.

PORT’S RIGHT TO RELOCATE: During the term of this Agreement, Port will have the right, for any reason, to relocate the Tenant’s Moorage Space to another location at the Dock. Tenant shall comply within 15 days of notice.

NOTICES: All notices to the Port shall either be personally delivered or sent certified mail to the Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031. All notices to the Tenant shall either be personally delivered or sent certified mail to the tenant’s address indicated below. Tenant may change the address and contact information by personally delivering or sending the change via certified mail to the Port.

TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE RULES AND REGULATIONS AND MARINA RATE SCHEDULE WHICH ARE PART OF THIS AGREEMENT BY REFERENCE.

DATED:

TENANT NAME:

SIGNATURE:

FOR THE PORT OF HOOD RIVER

By: _____ Date _____

1000 E. Port Marina Drive, Hood River, OR 97031 • 541-386-0972 • www.portofhoodriver.com • Waterfront@portofhoodriver.com

DOCUMENTATION NEEDED FOR MOORAGE AGREEMENTS

The following information is needed to lease a slip at the Marina:

1. Completed Moorage Agreement
2. Driver's License
3. Insurance Declaration with Port as additional insured
4. Copy of Registration
5. Copy of title or Bill of Sale
6. Payment

TENANT INFORMATION

Name:

Mailing Address:

Home Address

Phone Number:

E-Mail:

CO-TENANT INFORMATION

Name:

Mailing Address:

Phone Number:

E-Mail:

EMERGENCY CONTACT

Name:

Phone Number:

E-Mail:

VESSEL INFORMATION

1. Name of Boat:
2. Year, Make and Model:
3. Registration Number and Year:
4. Length:
5. Width:
6. Draft:
7. Primary Colors

Check all that apply: Sail: Power: Inboard: Gas: Diesel

THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION COMPLETED:

Tenant's Name: _____ Insurance Agent: _____
 Home Address: _____ Insurance Phone #: _____
 _____ Marine Board Registration Decal #:
 Home Phone #: _____ Fuel Capacity (# of gallons): _____
 Business Phone #: _____ Boat Length: _____ Width: _____
 Cell Phone #: _____ Boat Name: _____
 Emergency Contact Name: _____ Primary Colors: _____
 Emergency Contact #: _____ Power ___ Sail ___
 Email Address (please print): _____

Date _____ Tenant Signature _____

Co-Tenant's Name: _____
 Home Address: _____

 Home Phone: _____
 Business Phone: _____
 Cell Phone: _____
 Email Address: _____

Date _____ Co-Tenant Signature _____

For Office Use Only:

FOR THE PORT OF HOOD RIVER

By: _____ Date _____

1000 E. Port Marina Drive, Hood River, OR 97031 • 541-386-1645 • www.portofhoodriver.com • marina@portofhoodriver.com

PROVIDED?

- Certificate of Insurance required – \$500,000 watercraft liability; \$100,000 pollution liability; Port named as Additional Insured
- Ownership documentation required.

Commission Memo



Prepared by: Anne Medenbach
Date: October 22, 2019
Re: Lease Strategy Update

At the April 21, 2019 Commission meeting, the Board approved a draft lease template that supported the new Lease Policy. During eight subsequent lease negotiations, tenant legal counsel provided improved language that Port counsel and staff incorporated into the template. Additionally, staff and Port Counsel had input of our own that further improved the Lease template. A review of the updated template will be an agenda item for the November 5 meeting.

Most leases changes will only adjust the lease term, rates, and parking. However, some tenants may request additional changes. Staff would like to clarify how the Board would like to be involved whenever such requests arise. Currently, the Commission reviews a Term Sheet in Executive Session wherein the Board discusses the basic terms and provides direction to staff. If the Commission approves of the terms, a final lease is provided after negotiations are complete for the Board to approve in public session. Staff recommends that any substantive changes to the template be noted in the memo when each final lease is considered for approval.

Staff has provided an update to the Tenant Impacts Spreadsheet (attached), illustrating how Lease strategy implementation is working to date. Seven leases have been executed and one is expected to be approved during this meeting. The target end-of-year increase in revenue is \$141,442. To date, the implemented increase is \$140,422.

The largest diversion from the strategy thus far has been the terms of the Hearts of Gold lease in the Chamber Building. Neither the target Base Rate or the Additional Rent Rate were achieved with this lease. The base rate was not manageable for the tenant. The Additional rent is also well over the standard and may be unattainable. The Wy'East Labs lease at the John Weber Business Park was determined to be best extended at the existing lease structure with only an increase in base rent up to market. Otherwise, leases are tracking, mostly as anticipated.

RECOMMENDATION: Discussion.

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Tenant Impact Analysis

Term	Options	Building Name	Tenant Name	Base Rent Change				Additional Rent change				Implementation timeline and annual revenue increase					
				Current base rent PSF	Proposed base rent PSF	Proposed Total Base rent	% change	Current Adtnl rent PSF	Proposed Adtnl Rent PSF	Total Adtnl rent	% change	2019	2020	2021	2022	2023	2024
10/31/2023	none	Big 7	Electronics Assemblers	\$ 0.66	\$ 0.70	\$ 15,984.74	22%	\$ 0.19	\$ 0.34	\$ 7,859.64	105%						\$ 82,517.19
9/30/2023	none	Big 7	Gorge Net	\$ 0.68	\$ 0.80	\$ 3,676.27	34%	\$ 0.32	\$ 0.34	\$ 1,581.66	71%					\$ 19,076.65	
Executed Lease		Big 7	Gorge Net	\$ 0.68	\$ 0.80	\$ 836.30	34%	\$ 0.32	\$ 0.34	\$ 359.81	23%	\$ 3,349					
9/30/2020	3(1) yr optio	1st option		\$ 0.68	\$ 0.74	\$ 773.30	24%	\$ 0.32	\$ 0.34	\$ 359.81	23%	\$ 2,593					
		2nd option		\$ 0.74	\$ 0.80	\$ 836.00	8%	\$ 0.32	\$ 0.34			\$ 752					
1/31/2021	none	Big 7	Big y fly	\$ 0.64	\$ 0.75	\$ 3,483.27	33%	\$ 0.21	\$ 0.34	\$ 1,598.53	88%			\$ 19,277.73			
1/31/2020	1 (2) yr	Big 7	Real Carbon	\$ 0.77	\$ 0.68	\$ 2,945.00	0%	\$ 0.21	\$ 0.34	\$ 1,491.02	87%		\$ 8,319.00				
9/31/22	none	Big 7	Soniq Aerospace	\$ 0.62	\$ 0.70	\$ 2,267.12	28%	\$ 0.18	\$ 0.34	\$ 1,114.73	119%					\$ 13,210.83	
Executed Lease		Big 7	Peterson	\$ 0.50	\$ 0.65	\$ 370.50	48%	\$ 0.28	\$ 0.34	\$ 196.19	40%						
mo. to mo.				\$ 0.50	\$ 0.45	\$ 252.00	1%	\$ 0.27	\$ 0.27	\$ 151.20	12%	\$ 218					
		Big 7	Vacant	\$ -	\$ 0.80	\$ 779.55			\$ 0.34	\$ 308.41							
until 2022	no change	Jensen	Tofurky	\$ 0.54	\$ 0.70	\$ 22,479.40	35%	\$ 0.23	\$ 0.32	\$ 10,417.46	45%	\$ 109,006					
2022-25		1st option	estimated with CPI	\$ 0.57	\$ 0.65	\$ 20,897.57	19%		\$ 0.32	\$ 10,291.20	43%	\$ 76,400					
2025-29		2nd option		\$ 0.72	market	\$ 23,155.20	11%		\$ 0.32	\$ 10,291.20		\$ 27,092					
9/30/2020	none	Jensen	RBS Batten	\$ 0.54	\$ 0.70	\$ 7,959.95	34%	\$ 0.19	\$ 0.32	\$ 3,688.82	73%		\$ 43,161.26				
1/31/2021	none	Jensen	ServePro	\$ 0.73	\$ 0.75	\$ 4,633.20	7%	\$ 0.20	\$ 0.32	\$ 2,003.99	72%			\$ 13,778.24			
Executed Lease		Jensen	Northwave	\$ 1.07	\$ 0.75	\$ 1,592.76	-27%	\$ 0.12	\$ 0.32	\$ 688.91	178%	\$ (1,816)					
9/30/2021	2 (1) yr				\$ 0.75	\$ 1,592.76			\$ 0.32	\$ 679.58		\$ (1,928)					
Executed lease		Maritime	HRD	\$ 0.66	\$ 0.66	\$ 23,856.36					118%					\$ 18,600.00	
6/30/2021	3 (1) yr opt.			\$ 0.66	\$ 0.65	\$ 25,008.10	5%		\$ 0.19	\$ 7,310.06		\$ 13,821					
1/31/2022	1 (7) yr opt	Halyard	Pfriem	\$ 1.00	\$ 1.00	\$ 19,846.00	2%	\$ 0.94	\$ 1.18	\$ 23,501.00	28%		\$ 61,848.00				
Executed Lease		Wasco	Cloud Cap	\$ 1.10	\$ 0.98	\$ 14,559.00	6%	\$ 0.57	\$ 0.58	\$ 8,636.00	21%	\$ 10,440					
2019-23	2 (2) yr			\$ 0.98		\$ 14,559.00		reduced	\$ 0.40	\$ 5,942.80		\$ 10,460					
Executed Lease		Timber Inc	Wyeast	\$ 0.60	\$ 0.65	\$ 3,250.00	8%	\$ 0.15	\$ 0.22	\$ 1,112.00	51%	\$ 7,496					
6/30/2020	1(1) yr		Extended existing lease	\$ 0.65		\$ 3,250.00	8%		no change			\$ 3,000					
3/31/2020	none	Timber Inc	Oregon Brineworks	\$ 0.68	\$ 0.65	\$ 1,625.00	-5%	\$ 0.11	\$ 0.22	\$ 556.00	105%		\$ 2,475.00				
10/31/2022	1 (2) yr	Timber Inc	Chief Consulting	\$ 0.68	\$ 0.65	\$ 1,625.00	-5%	\$ 0.10	\$ 0.22	\$ 556.00	115%		\$ 2,812.00				
12/31/2021	none	Marina Park	Chamber	\$ 1.09	\$ 1.35	\$ 4,067.92	42%	\$ 0.33	\$ 0.60	\$ 1,807.97	110%					\$ 25,702.69	
Exectued Lease		Marina Park	Hearts of Gold	\$ 1.33	\$ 1.35	\$ 2,173.50	16%	\$ 0.25	\$ 0.60	\$ 966.00	137%	\$ 10,398					
	1 (1) yr option				\$ 1.15	\$ 1,851.50	-1%		\$ 0.35	\$ 563.50	59%	\$ 2,341					
8/31/2022	1 (1) yr	Marina Park	CRA	\$ 1.31	\$ 1.35	\$ 748.31	3%	\$ 0.31	\$ 0.60	\$ 332.58	94%					\$ 2,203.62	
8/31/2022	none	Marina Park	Aletta	\$ 1.09	\$ 1.35	\$ 485.93	20%	\$ 0.33	\$ 0.60	\$ 215.97	107%						
8/31/2020	Amendmnt	Marina Park	Cookie	\$ 1.40	\$ 1.35	\$ 305.84	11%	\$ 0.38	\$ 0.60	\$ 135.93	83%			\$ 1,098.27			
10/31/2023	none	DMV	DMV	\$ 2.10	\$ 1.60	\$ 2,208.00		\$ 0.60	\$ 828.00	\$ 2.20	20%					\$ 3,036.00	
12/31/2021	none	DMV	Walden	\$ 1.90	\$ 1.60	\$ 962.32		\$ 0.60	\$ 360.60	\$ 2.20	33%		\$ 1,323.00				
12/31/2021	none	DMV	Walden	\$ 1.58	\$ 1.60	\$ 333.04		\$ 0.60	\$ 124.80	\$ 2.20	39%		\$ 1,323.00				
											Target	\$ 141,442	\$ 59,413.26	\$ 59,856.94	\$ 2,203.62	\$ 19,076.65	\$ 114,328.02
											Actual	\$ 140,422	\$ 121,261.26		\$ 5,239.62		

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Commission Memo



Prepared by: Michael McElwee
Date: October 22, 2019
Re: Fall Planning Agenda Review

The annual Fall Planning Session is traditionally an opportunity to spend additional time on policy matters, long-term planning, and focused discussion on key projects. The attached draft agenda for this year's Fall Planning Work Session is provided for Commission review and comment. The work session is currently scheduled for Tuesday, November 19. This year, staff anticipates the discussion to be centered mainly on the 2019-2026 Strategic Business Plan.

RECOMMENDATION: Discussion.

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Port of Hood River
2019 Fall Planning Work Session

November 19, 2018
 12:00 – 4:00 P.M.
 Marina Center Boardroom

Agenda

DRAFT

Discussion Lead

I. **Overview/Objectives**

Everitt

II. **Financial Summary**

Kowell

- 10-year Financial Model

III. **Discussion Topics**

A. 2019/26 Strategic Business Plan

Terry Moore

- Plan purposes, content, activities, milestones
- Commission Involvement
- Public Outreach Efforts
- Future Vision
- Mission Statement
- Values
- Key Issues
 - Overall
 - Asset Areas
 - Real Estate
 - Waterfront Recreation
 - Bridge
 - Airport
 - Marina

B. Special Projects

Adjourn

(Regular Session to follow upon conclusion of Work Session)

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Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

October 22, 2019

The following summarizes Bridge Replacement Project activities from Oct. 3-17, 2019.

CONTRACT AMENDMENT WITH WSP

Staff has prepared the contract amendment with WSP to present at the Commission's Oct. 22nd meeting. The two-page amendment will require commission action. Three exhibits will be included: (1) Scope of Work, (2) Budget Re-allocation, and (3) Fee Structure.

FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) PROGRESS

FEIS/RECORD OF DECISION – Some notable delays are now occurring to the Supplemental Draft EIS (SDEIS) and the FEIS publication dates. This is due to ODOT requesting that WSP add another round of review to the SDEIS administrative drafts, which adds 2 months (45 work days) to the schedule. Previously the SDEIS would publish on April 10, 2020 and is now pushed back to June 15. Previously the FEIS/ROD would be published on December 22, 2020, but is now pushed back to February 26, 2021. There are still opportunities to regain some time in each review cycle depending on the level of comments. The entire change log is attached.

Also attached is a list of activities taking place within the next month.

OTHER ITEMS

- Architectural concepts and photo simulations of new bridge have been posted to website.
- Was able to talk to USACE representatives about Navigation Impact Report at the Pacific NW Waterways Association conference. Follow up phone call this week.
- Looking for easement or title interest on Washington state parcels.
- Oregon DEQ has received the Port's permit application for in-water geotechnical work next year. Review has begun on 401 Water Quality Certification.
- Yakama, Warm Springs and Nez Perce have all agreed to Ethnographic Surveys, Scope and budget development continues. (Umatilla has determined that a survey is not necessary.)
- Archaeological surveys are underway where parcel access agreements were obtained.
- Confirming either Dec. 4th or 6th for a meeting with Washington Senator Curtis King for bridge update. Opportunity for new Commission Chair Everitt to meet Sen. King.
- Interview with possible intern on Oct. 21 to complete bridge history report.
- Continuing to prepare next ODOT grant reimbursement request.
- November Bridge Update Posters installed in Port entry way and White Salmon Library.

MEETING/OUTREACH SCHEDULE

- Appeared on Mark Bailey's KHR morning show, Oct. 21
- NEPA Coordination Meeting, Oct. 24
- NEPA Cultural Resources Meeting, Oct. 25
- Mott McDonald NEPA Update Check-in, Oct. 25
- Thorn Run Partners Check-in, Oct. 29
- Biological Assessment Coordination, Nov. 6

Hood River Bridge Replacement Project - Schedule Change Log

Updated 10/16/2019

Prior Schedule		Current Schedule			Explanation of Change	Impact to Schedule	Recovery Action	Delay to Any Critical Path Activities?						
Date	Line No.	Date	Line No.	Activity Name				3. ESA Consultation	4. Section 106 Coordination	5. SDEIS Publication Date	6. Confirm Navigation Clearance	7. FEIS Footprint Set Date	8. FEIS/ROD Publication Date	
9/17/2019	n/a	10/16/2019	167	ODOT distribute tribes' comments to WSP	Added new line item to capture the time that ODOT used to transmit the tribes' comments to the Port and WSP	Added 6 days	None. Incorporation of these comments can still be done within the timeframe of finalizing the environmental technical reports.	No	No	No	No	No	No	No
	167		168	Final Memos	Extended time to correlate to the SDEIS Admin Draft #1B with the updated technical reports	Added 4 weeks	None. Incorporation of these final memos can still be done within the timeframe of finalizing the SDEIS Admin Draft #1B.	No	No	Yes (addition of SDEIS Draft #1B causes delay)	No	No	Yes (addition of SDEIS Draft #1B causes delay)	
	186		187	Group 3A Final Technical Report (Noise)	Extended time to coordinate changes to the noise model with ODOT	Added 5 weeks	No impacts on SDEIS Admin Draft #1A; however, need to keep this on track so no delay to Draft #1B occurs.	No	No	Yes (addition of SDEIS Draft #1B causes delay)	No	No	Yes (addition of SDEIS Draft #1B causes delay)	
	203		204	Group 4B (Cumulative)	FHWA review is taking longer	Added 2 weeks	No impacts on SDEIS Admin Draft #1A; however, need to keep this on track so no delay to SDEIS Admin Draft #1B occurs.	No	No	Yes (addition of SDEIS Draft #1B causes delay)	No	No	Yes (addition of SDEIS Draft #1B causes delay)	
	212-213		213-217	ESA Section 7: Biological Assessment	Several changes: 1) ODOT took extra time to review the first draft; 2)At request of FHWA and ODOT, an additional draft/review cycle was added; and 3) a meeting was requested with all agencies to get feedback on first draft	Changes resulted in a 63 day delay to submitting the BA to NMFS for formal consultation (8 days extra review time + 25 days for extra draft/review cycle and + 30 days for meeting date)	FHWA felt that the formal consultation could be shortened (Line 221).	No	No	No	No	No	No	
	241-243		245-248	Historic Properties	Analysis of fieldwork data extended to include second round of fieldwork conducted in Oct; added early deliverable requested by ODOT	Added 3 weeks to the completion time of the Draft Cultural Resources Report (Line 255).	None; Section 106 completion is delayed 1.5 weeks and float time remains available between completing the MOA (line 284, 10/16/2020) and when the final review of the FEIS is started (line 346, 2/8/21). Note: additional float time is in the schedule due to SDEIS Admin Draft #1B added (see next log entry); however if the EIS recognizes any schedule efficiencies, this float time is reduced).	No	Yes (slight delay to subsequent Sec 106 activities)	No	No	No	No	
	n/a		308-310	SDEIS Admin Draft #1B	New draft/review cycle was added. ODOT only performed an overall review, not the detailed technical review. ODOT requested a revised draft be submitted for their technical review to ensure the final tech reports were fully incorporated before ODOT tech leads reviewed the SDEIS	Added 45 days to the SDEIS delivery, which in turn has a ripple down effect on all subsequent tasks including the FEIS/ROD.	See opportunities to complete subsequent draft/review cycles ahead of schedule. The FEIS may be an abbreviated format, which could be delivered faster than the schedule shows depending on the extent of public comments on the SDEIS by the public.	No	No	Yes (addition of SDEIS Draft #1B causes delay)	No	No	Yes (addition of SDEIS Draft #1B causes delay)	
	348-352		356-360	Geotechnical	Work deferred to Nov 2020 per the Port's request in order to see if extra funds are available to conduct additional borings.	1 year delay	No impact on the FEIS/ROD. However, the cost estimate may not have this information.	No	No	No	No	No	No	
	357		365	Final Hydraulics Report	Removed the predecessor link to the USCG determination since prior conversations with the USCG confirmed water levels that were assumed in the report.	Final report delivered 3 months early.	N/A	No	No	No	No	No	No	
	n/a		398	Architectural Concepts	Added task to confirm ODOT's comments were addressed	Added 6 weeks	No impact as the Visual technical report is complete and these final visualizations can be added at any time.	No	No	No	No	No	No	
	449		458	USCG public notification	USCG is delayed in publishing the notice; added lag to the schedule	Delayed 5 weeks	No recovery needed as long as no new stakeholders emerge or requests to change the height of the bridge occurs. USCG delay causes the project risk item on the bridge's vertical clearance to remain open for a longer period of time.	No	No	No	No	No	No	

Note: The following critical path items have been completed and removed from the log.

Critical Path #1. Invitation Letters

Critical Path #2. Agency/Tribe Review Method Memo

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MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Projected Work – Through November 15, 2019
DATE: October 16, 2019

The following work is projected to occur from October 15 to November 15:

TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for September activities
- Reallocate task budgets based on Amendment 2 (annual cost to complete)

TASK 2. PUBLIC INVOLVEMENT

- Monitor website for content updates
- Provide support to the Port, as needed

TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Technical Reports
 - Finalize Group 3A (Noise) and Group 4A (Section 6(f)) and Group 4B (Cumulative)
 - Prepare draft for Group 5 (Section 4(f))
- Meet with ODOT, FHWA, NMFS and USFWS to review the preliminary draft biological assessment (BA); prepare revised draft to incorporate comments and guidance
- Analyze results of the archaeological fieldwork and coordinate with ODOT on any follow up fieldwork requested; begin preparing draft historic properties inventory summary
- Complete and submit Administrative Draft #1B Supplemental Draft EIS to address Port and ODOT review comments



TASK 6. ENGINEERING

- Support the Supplemental Draft EIS production by addressing Requests for Information regarding design
- Finalize architectural concepts of the bridge from the pedestrian's view to address ODOT and FHWA review comments (ODOT comments were delayed)
- Confirm photo simulations are final (ODOT comments were delayed)

TASK 7. TRANSPORTATION

- Support the Supplemental Draft EIS production by addressing Requests for Information regarding the transportation analysis

TASK 8. PERMIT ASSISTANCE

- Contact and monitor USCG effort to release a public notice
- Coordinate with the remaining agencies that are still reviewing permit applications, primarily the US Army Corps of Engineers, for the in-water work associated with geotechnical exploration; address requests for information as needed.



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

NOVEMBER 2019

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.

What's new on the project?

- Revising the Supplemental Draft EIS for technical accuracy.
- Summarizing results of the cultural resources surveys, determine if additional investigations are needed
- Initiating consultation with US Fish and Wildlife Service and the National Marine Fisheries Service to address Project impacts to threatened and endangered species and habitat.
- Coordinate with the US Bureau of Indian Affairs and continue consultation with Native American tribes, including offering tribes the opportunity to conduct ethnographic studies to document Native American people, their culture, historical use, and traditional cultural properties associated with the project area.
- US Coast Guard is conducting public review on the project's Navigation Impact Report.

What are the next steps?

- Begin revising the Supplemental Draft EIS for a policy compliance review by the FHWA.
- Preparing a draft biological assessment for a technical review by state agencies.
- Continuing to consult with Native American tribes and other federal agencies, as needed.

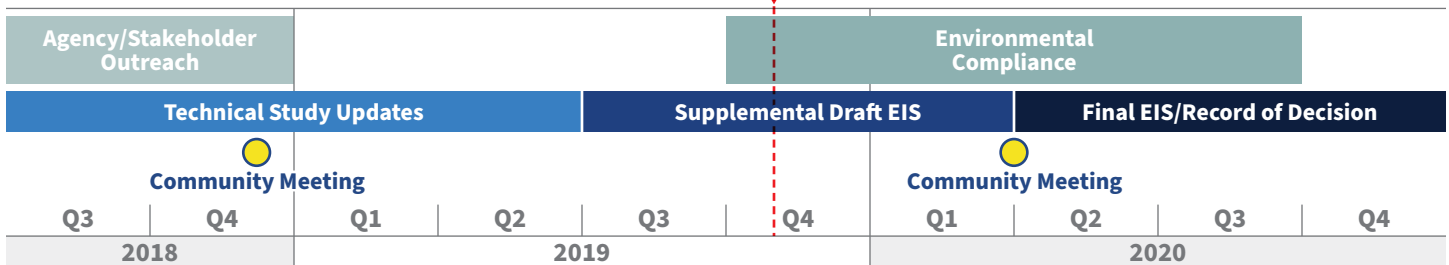


How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.

WE ARE HERE



To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

Kevin Greenwood, Project Director
 ☎ 541-436-0797
 @ kgreenwood@portofhoodriver.com

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Executive Director's Report

October 22, 2019

Staff & Administrative

- A reminder that the Fall Planning Work Session is scheduled for Tuesday, November 19 from 12:00 – 4:00 p.m. Lunch will be provided.
- Kevin Greenwood and I attended the PNWA annual meeting October 9, 10 and 11 in Vancouver. Don Mann was honored for his long career in economic development and his work for ports. I was elected to serve as an at-large member of the PNWA Executive Committee.
- Commissioner Chapman and Genevieve will meet on October 21 to discuss the FORTH Mobility e-car sharing proposal.
- The OneGorge Advocacy Group has set the date for their “Gorgeous Night” legislative reception in Olympia next year on February 5. The Salem date is TBD.
- Commissioners Everitt and Chapman, along with Anne Medenbach and Fred Kowell will attend the annual MCEDD Economic Symposium in The Dalles on November 1.

Recreation/Marina

- Initial reports are that this year’s Harvest Fest was very successful. Weather was good and attendance was strong. The main tents will be staying in place for the Gorge Marathon on Sunday October 20th.
- The City of Hood River continues to hold off on approval of the lease with HRVPRD for a dog park on the western portion of the sewer plant property until after the November election.
- Facilities crew discovered a cracked beam under the Event Site Cruise Ship Dock. Staff will contact KPFF who performed a structural evaluation in 2016 to come take a look at it to confirm it will hold anticipated loads from the Concessionaires during the summer season.

Airport

- In my report on October 8, I stated that the Oregon Tourism Commission had awarded a \$200,000 grant to Hood River Soaring to develop a communications and marketing plan. We’ve since learned that there was a typo in MCEDD’s newsletter and the grant amount was actually \$20,000.

Bridge/Transportation

- A reminder that deck welding will occur during the weeks of October 23 and Oct 28. There will be single lane closures on the bridge with flaggers directing traffic around the moving work zone Mondays – Fridays between 9:00 a.m. and 3:00 p.m. until the work is complete.
- Concrete core samples of the North and South Approach Ramps were obtained on Oct 14th. Weather was good and the operation was successful. The cores will undergo laboratory analysis for salt content. We should have all the samples needed for HDR to devise a plan for ramp rehabilitation.
- Underwater dive inspection of Bridge pier 6 and 8 also took place on October 14. The downstream columns of Piers 5 and 7 were added to the work scope if time allowed.

Commission Memo



Prepared by: Kevin Greenwood
Date: October 22, 2019
Re: WSP USA Amendment No. 2

Pursuant to the terms of the July 16, 2018 Professional Services Contract (§ 1.4) between the Port and WSP to produce a Final Environmental Impact Statement (FEIS) and Record of Decision (ROD), the Project Team has completed a Cost to Complete (C2C) analysis.

The findings of the analysis were shared with the Port Commission at the October 8, 2019 regular meeting. The Port’s NEPA Advisor, Chuck Green from Otak, presented the findings and Angela Findley, the Port’s NEPA Project Manager from WSP, attended the meeting to respond to questions and comments.

Based upon the analysis, Amendment No. 2 allows for changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B) and Rate Schedule (Exhibit F) while staying on the original budget and schedule to obtain a FEIS/ROD by the end of January 2021.

Amendment No. 1 approved on August 6, 2019 accommodated job description and rate changes resulting from a corporate merger.

A second C2C analysis will be conducted in Summer of 2020 as the project nears completion.

Bill Ohle at Schwabe Williamson developed this amendment.

RECOMMENDATION: Authorize Amendment No. 2 with WSP to update Exhibits A, B and F.

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**PORT OF HOOD RIVER
PROFESSIONAL SERVICES CONTRACT
AMENDMENT No. 2**

This Amendment No. 02 (the “**Amendment**”) to the Port of Hood River Professional Services Contract, No. 2018-01, dated July 16, 2018, (the “**Agreement**”) is entered into between the Port of Hood River and WSP USA, Inc. (collectively, the “**Parties**”).

RECITALS

WHEREAS, Sec. 1.4 of the July 16, 2018 Professional Services Contract states that two cost-to-complete (“C2C”) analyses will be conducted; and,

WHEREAS, said C2C analysis was completed with review by the Port’s Project Team and the findings shared with the Port of Hood River Commission on October 8, 2019; and,

WHEREAS, based upon the analysis, this amendment allows for changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B) and Rate Schedule (Exhibit F) while staying on budget and schedule; and,

WHEREAS, Amendment No. 01 was approved by the Commission on August 6, 2019 to accommodate job description and rate changes resulting from a merger between WSP USA, Inc. and BergerAbam;

NOW, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT:

- 1. Exhibit A:** The Parties hereby replace the originally attached Exhibit A to the Agreement with the “Final Statement of Work Updated September 24, 2019” Exhibit A attached hereto.
- 2. Exhibit B:** The Parties hereby replace the originally attached Exhibit B to the Agreement with the “Hood River Bridge Replacement Project, Consultant Compensation” Exhibit B attached hereto.
- 3. Exhibit F:** The Parties hereby replace the originally attached Exhibit F to the Agreement with the “Hood River Bridge Replacement Project, Rate Schedule” Exhibit F attached hereto.

4. REMAINING CONTRACT PROVISIONS. Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect.

WSP USA Inc.
851 SW Sixth Ave., Ste. 1600
Portland, OR 97204
(503) 417-9355



Jason Tell, Area Manager

10/16/2019

Date

Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645

Michael McElwee, Executive Director

Date



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

Final Statement of Work

July 16, 2018

Updated September 24, 2019



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INTRODUCTION

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

GENERAL ASSUMPTIONS

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

- a. The duration to accomplish services included in this Statement of Work is expected to occur between approximately July 25, 2018 and January 31, 2021 (30 months), and is subject to change given the contingencies and assumptions in the Statement of Work. Material extension (longer than approximately 15 days) of this schedule may require additional project budget.
- b. Any construction cost estimate prepared as part of this Statement of Work will be commensurate with the level of engineering (10 percent design or less) and be conceptual in nature, based on design assumptions and bid history.
- c. Geotechnical information is based on data gathered in an amount which is less than that required for final design.
- d. This Statement of Work assumes that all deliverables, unless otherwise stated, will be limited to one draft version and one final version. The draft version will be reviewed concurrently by the Port and ODOT, and the final version will be prepared with edits and comments from the Port incorporated to the extent both the Port and Consultant agree. The Port may include other consultants in its review and provide compiled comments for the Consultant to address.
- e. Consultant will provide all deliverables in electronic format unless otherwise specified in the Statement of Work.
- f. Consultant attendance at meetings will include travel time and travel expenses. When possible, trips will be combined with other Project activities to serve multiple purposes in single trips.
- g. Requests to perform services outside the Statement of Work will be documented and authorized in writing (email is acceptable) by the Port, including an agreed upon budget for those services by both the Port and Consultant, prior to the Consultant initiating any out-of-scope services.
- h. The study area is generally defined as the existing Hood River Bridge and its connections to the I-84/Exit 64 interchange and SR 14/bridge approach road intersection as well as the three new bridge alignments and approach/connections documented in the Draft EIS. **Amended 9/24/2019:** *Alternative EC-1 will be evaluated in the environmental technical reports, but will be eliminated from consideration based on a re-screening of all three build alternatives. The Supplemental Draft EIS will document the elimination of this alternative from consideration, and the environmental impact analysis will be limited to Alternative EC-2, Alternative EC-3, and the No Action Alternative.*
- i. The preliminary preferred alternative (in its entirety, including the assumed vertical clearance) identified in the Draft EIS and further studied in the Bridge TS&L will continue to be the preferred alternative in subsequent NEPA documents. No additional alternatives will be analyzed, designed or otherwise developed beyond the three build alternatives evaluated in the Draft EIS.
- j. The NEPA lead agency is FHWA and led by the Oregon Division Office. NEPA and supporting technical analyses and reports will be prepared to comply with ODOT procedures. NEPA documents will be prepared to address and comply with Washington SEPA, as needed. The NEPA classification is an EIS; a Supplemental Draft EIS and Final EIS will be prepared.

1. PROJECT MANAGEMENT

1.1. Project Management and Coordination

Consultant will coordinate with the Port to provide overall project management of the Project, including oversight and direction of the Consultant team, and coordination with ODOT and FHWA to identify issues and resolutions. This task includes preparation of monthly invoices, progress reports, Commission packets (schedule change report, projected work activities, fully expanded schedule), updating financial systems, maintaining project files/records/emails, development and monthly update of project schedule, development and update of project management and quality assurance plan, development and update of a web-based collaboration site for file sharing, regular phone/email coordination with the Port and its EIS Technical Advisor, and management of subcontracts.

Consultant will prepare a baseline burn rate projection (tasks by month) to analyze budget compliance and conduct up to two (2) revised burn rate projections. Consultation will develop charts by major tasks to compare planned versus actual budgets; charts will be updated monthly and submitted with invoices.

Deliverables:

- Monthly progress reports/invoices
- Project schedule and updates
- Monthly commission packets (beginning February 2019)
- Project management and quality assurance plan
- Collaboration website
- Baseline for projected budget burn rate
- Planned versus actual budget charts (for 6 months)

1.2. Client Progress Meetings

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

- One (1) kick-off meeting with the Port
- Periodic project progress meetings with the Port; monthly through September 2019; every other month for remaining contract duration.
- Monthly project management teleconferences with the Port

Assumptions:

- Up to five (5) Consultant staff (PM, PI Lead, Environmental Lead, Design Lead and Traffic Lead [by phone]) will attend the kick-off meeting, which will be held in Hood River and have a duration of four (4) hours.
- Kick-off meeting will include a debrief on recent lead agency coordination efforts by the Port and will define next steps for agency outreach.
- Up to four (4) Consultant staff will attend project progress meetings in-person or via teleconference; up to twenty (20) meetings will be held throughout the duration of the project with up to ten (10) meetings held in Hood River and up to ten (10) meetings held by teleconference; meetings will have a duration of up to two and one-half (2.5) hours.
- Consultant PM will participate in one-hour teleconferences; up to thirty (30) teleconferences will be held throughout the duration of the project.

Deliverables:

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

1.3. Consultant Team Coordination Meetings

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

Assumptions:

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

Deliverables:

- Work plan and updates

1.4. Change Control

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

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

Assumptions:

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

Deliverables:

- Project variance requests
- Cost-to-complete analyses

1.5. Risk Management

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

Assumptions:

- Risk assessment will be limited to qualitative analysis

Deliverables:

- Risk register

2. PUBLIC INVOLVEMENT

2.1. Public Involvement Plan and Task Coordination

2.1.1. Public Involvement Plan and Task Coordination

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

- Public meeting and online open house events, and briefings with stakeholder and community groups
- Project information shared at local community events
- Use of the Port's Project website
- Targeted outreach efforts to potentially affected minority populations, non-English speaking populations, and low-income populations in compliance with federal procedures on environmental justice

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

Consultant will prepare a slide presentation and make a presentation to the Board of Port Commissioners to provide an overview of the Public Involvement Plan.

Assumptions:

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

Deliverables:

- Public Involvement Plan
- Overview Slide Presentation of the Public Involvement Plan

2.1.2. Start-up Communications Activities

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

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

Assumptions:

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

Deliverables:

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

2.2. Stakeholder Interviews (Task Completed 6/30/2019)

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

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

Assumptions:

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

Deliverables:

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

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

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

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

Assumptions:

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

Deliverables:

- Media releases
- Newsletters (English/Spanish – 4 each version, digital and hard copy)

2.4. Social Media and Digital Ads

Consultant will develop a social media strategy for Port implementation. Strategy must at minimum include goals, measurement, key messages, draft posts to include effective hashtags and suggested media with a timeline throughout the NEPA process. Consultant will prepare content to be placed on Port and partner agency social media accounts. Consultant will also prepare a digital advertising strategy and artwork for digital display advertising on Facebook and Twitter. Schedule includes up to four (4) different versions of the ads (two (2) for each Open House), as directed by Port. Consultant will deploy digital ads.

Assumptions:

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

Deliverables:

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

2.5. Project Website and Online Surveys

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

Assumptions:

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

Deliverables:

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

2.6. EIS Working Group

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

Consultant will attend one (1) meeting with Port and Washington local agencies.

Assumptions:

- Port will identify and coordinate the membership of the WG.
- Port will be responsible for all facility and food costs at meeting venues and scheduling the meetings.
- Port will prepare meeting summaries.
- The first WG meeting will include a chartering session conducted by two (2) facilitators. A WG charter will be produced as part of the meeting summary.
- The WG will meet in the Bingen, Hood River, and White Salmon area; meetings are assumed to be two (2) hours in duration. Up to three (3) Consultants (PM, PI Lead/Facilitator, and technical lead) will attend each meeting.
- Up to eight (8) WG meetings are assumed.
- Materials to be distributed to the EIS Working Group will be shared in draft review form with the Port at least two weeks prior to the meeting, and sent to the EIS Working Group approximately one week prior to the meeting.

Deliverables:

- Meeting agendas and materials
- WG charter

2.7. Task Reserved**2.8. Public Open Houses**

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

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

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

Assumptions:

- Public display advertisements will be placed in two (2) local newspapers (Hood River News and White Salmon Enterprise) and will be paid for by the Consultant.

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

Deliverables:

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

2.9. Public Comments

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

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

Assumptions:

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

Deliverables:

- Comment Log in MS Excel

2.10. Community Outreach Events

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

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

Presentations and materials for events will include:

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

Assumptions:

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

- Consultant will provide support materials, including two large boards, a PowerPoint presentation, and a written summary.
- All events are assumed to be up to 2 hours in length.

Deliverables:

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

2.11. Environmental Justice Outreach

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

Assumptions

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

2.12. Status Reports

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

Deliverables

- Monthly status reports

3. TASK RESERVED

4. TASK RESERVED

5. ENVIRONMENTAL

5.1. Environmental Study Plan and Coordination

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

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

Consultant will provide leadership, direction, and control of Consultant environmental work efforts. Consultant will provide day-to-day task management.

Deliverables:

- Draft, Revised Draft, and Final Environmental Study Plan

5.2. Agency Coordination

5.2.1. Lead Agency Identification

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

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

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

Assumptions:

- Potential lead agencies include the FHWA Oregon Division, FHWA Washington Division, US Coast Guard (USCG), and US Army Corps of Engineers (USACE)
- Up to one informational transfer meeting lasting up to two hours will be held with the Port in Hood River
- Up to four (4) meetings with potential lead agencies will be held at ODOT Region 1 in Portland
- Meetings with potential lead agencies will be up to one hour in duration
- Up to three Consultant staff will attend each meeting

Deliverables:

- Meeting Agendas, Materials, and Summaries

5.2.2. Agency Coordination and Planning Documents

Consultant will provide day-to-day coordination with ODOT and FHWA to address NEPA compliance and documentation. Consultant will facilitate up to two (2) one-hour teleconferences per month with the Port, ODOT

and FHWA. Consultant will prepare agendas and action item logs for each teleconference. Up to 40 teleconferences will be held.

Consultant will prepare a Draft Agency Coordination Plan. The Port and ODOT will review the Draft Agency Coordination Plan and provide comments to the Consultant. Consultant will prepare a Revised Draft Agency Coordination Plan for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final Agency Coordination Plan. The Consultant will update the plan as new information emerges (e.g., agency participation, agency staff contact information, EIS timeline).

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

Consultant will develop a NEPA Team Charter to confirm roles, responsibilities, and document review assumptions for NEPA deliverables that the Port, ODOT, WSDOT, FHWA and the Consultant agree to.

Consultant will prepare letters to invite agencies and tribes to be cooperating and participating agencies. Draft letters will be submitted for Port and ODOT review; revised draft letters will be submitted to FHWA for review; final letters and a list of email addresses will be submitted to FHWA for distribution to agencies and tribes. Consultant will track responses from agencies and tribes.

Consultant will prepare a Notice of Intent (NOI) to prepare a Supplemental Draft EIS, which will be published in the Federal Register. The Draft NOI will be submitted for Port and ODOT review; a revised draft NOI will be submitted to FHWA for review; a final NOI will be submitted to FHWA for publication in the Federal Register.

Assumptions:

- The Port will provide one set of combined Port and State DOT review comments on the draft plan
- Only one version of the draft, revised draft, and final plan will be prepared
- Up to eight (8) updates will be made to the Agency Coordination Plan
- The Port will follow up with agencies that are unresponsive to the cooperating and participating invitation letters.

Deliverables:

- Draft, Revised Draft, and Final Agency Coordination Plan
- Updates to Agency Coordination Plan
- Agendas and action item logs for twice-weekly teleconferences
- Draft, Revised Draft, and Final NEPA Team Charter
- Draft, Revised Draft, and Final Notice of Intent

5.2.3. Tribal Consultation Plan

Consultant will prepare a Draft Tribal Consultation Plan. The Port and State DOT will review the Draft Tribal Consultation Plan and provide comments to the Consultant. Consultant will prepare a Revised Draft Tribal Consultation Plan. The plan may include an overview of the project team structure, goals and desired outcomes, and an approach for how and when consultation will be conducted.

Assumptions:

- ODOT will lead all tribal consultation efforts
- After the Revised Draft Tribal Consultation Plan is prepared, ODOT will use this information to refine their strategy to consult with tribes.
- No Final Tribal Consultation Plan is required.

Deliverables:

- Draft and Revised Draft Tribal Consultation Plan

5.2.4. Agency and Organizations Meetings

Consultant will prepare meeting agendas and materials, attend meetings, and prepare meeting summaries for up to 18 meetings with various bi-state federal, state, and local agencies and organizations to share information and gather input for NEPA, SEPA, and permitting compliance. The Port will review one draft of the meeting agendas, materials, and summaries. Based on the Port's comments, Consultant will prepare final meeting agendas, materials, and summaries.

The 18 meetings will be small, topic focused meetings (e.g., a meeting with the USACE and USCG to discuss in water work and permits or a meeting with US Fish and Wildlife Service (USFWS) and NOAA Fisheries National Marine Fisheries Service (NOAA Fisheries) to discuss ESA Section 7 consultation related issues).

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

Assumptions:

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

Deliverables:

- Meeting Agendas, Materials, and Summaries

5.3. Methodology Memoranda (Task Completed 6/30/2019)

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

Deliverables:

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

5.4. Technical Report Updates

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

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

Assumptions:

- The No Build Alternative and three build alternatives (EC-1, EC-2, and EC-3) addressed in the 2003 documents will be addressed in the updated technical reports.
- The preferred alternative is consistent with the preferred alternative (EC-2) identified in the project 2011 Type, Size and Location Study
- The Supplemental Draft and Final EIS documents will be prepared to follow ODOT's 2010 National Environmental Policy Act Environmental Impact Statement Template (http://www.oregon.gov/ODOT/GeoEnvironmental/Docs_NEPA/EIS_Annotated_Template.pdf) or other agreed upon format, so the reports will be updated provide the data necessary to follow this template
- The updated technical reports will update study areas as needed from the prior technical work

5.4.1. Air Quality

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

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

Assumptions:

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

Deliverables:

- Draft, Revised Draft and Final Air Quality Technical Report

5.4.2. Energy and Greenhouse Gases

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

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

Assumptions:

- Consultant will follow WSDOT Greenhouse Gas and Energy guidance (WSDOT Guidance - Project-Level Greenhouse Gas Evaluations under NEPA and SEPA. Environmental Services, February 2018 <http://www.wsdot.wa.gov/sites/default/files/2017/05/08/Env-Energy-GHGGuidance.pdf>)

- Operational traffic data and construction traffic delay data will be provided as part of Task 7, Transportation

Deliverables:

- Draft, Revised Draft and Final Energy Analysis Technical Report

5.4.3. Fish and Wildlife Technical Report

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

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

Assumptions:

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

Deliverables:

- Draft, Revised Draft and Final Fish and Wildlife Elements Technical Report

5.4.4. Geology and Soils

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

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

Deliverables:

- Draft, Revised Draft and Final Geology and Soils Technical Report

5.4.5. Hazardous Materials

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

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

Assumptions:

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

Deliverables:

- Draft, Revised Draft and Final Hazardous Materials Technical Report

5.4.6. Land Use

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

- Updating existing land use data and maps
- Updating zoning and land use designations
- Coordinating with local jurisdictions to identify proposed reasonably foreseeable development
- Updating list of applicable plans and policies for any plan updates and update plan consistency for any updated plans
- Adding an assessment of consistency with Oregon Statewide Planning Goals, the Coastal Zone Management Act of 1972, the Farmland Protection Policy Act, the Wild and Scenic Rivers Act, the Oregon Scenic Waterways Act, the Oregon Highway Plan, applicable Regional Transportation Plans
- Coordinating with Columbia Gorge Commission on any changes to policies that address project compliance with the CRGNSA management plan
- Reevaluating project consistency with the Port of Hood River marina master plan and the river walk conceptual plan
- Incorporating acquisition and relocation data based on current land uses, including estimated number of employees for any displaced businesses; acquisition data will be produced under Task 6.5.1.
- Preparing maps showing parcels that would be partially or fully acquired under each alternative
- Preparing a brief discussion of available housing for any displaced residences and vacant or re-developable land that could serve as potential relocation sites for displaced businesses

- Updating assessment of access changes based on current land uses
- Updating mitigation measures based on current land uses, updated plan consistency review, and updated analysis for acquisition and relocation data
- Coordinating with State DOT Utility Specialist to:
 - Identify (and map if possible) existing public and franchise utilities within the study area
 - Identify potential utility impacts and cost estimates for utility relocations
 - Identify mitigation measures for impacts to utilities

Assumptions:

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

Deliverables:

- Draft, Revised Draft and Final Land Use Technical Report

5.4.7. Noise

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

- Field reconnaissance to confirm noise sensitive land use in the noise study area and conducted updated short-term (15-minute) noise measurements
- A review of permitted developments that include noise sensitive land uses will be conducted with coordination with the local jurisdictions; this review was not required in 2003, but is now required
- Noise modeling updates are required as the assessment in 2003 was completed in FHWA's Traffic Noise Model (TNM) Version TNM 2.0; FHWA's current traffic noise model is TNM 2.5 which has been used by ODOT and WSDOT for the past 10 years
- Following field reconnaissance and the updated modeling effort, all analysis of impacts and mitigation will be updated from the assessment performed in 2003
- The updated noise assessment will utilize the latest design and traffic data prepared under Task 6, Engineering, and Task 7, Transportation

Assumptions:

- Peak hour and peak truck traffic volumes, speeds and vehicle mix for all modeled roadways will be provided in the Task 7, Transportation
- Existing and proposed Micro station base map files including 5-foot contours, ROW lines, additional features such as existing noise walls and retaining walls, existing and proposed location of any concrete safety barriers top elevation and beginning and end locations, and existing and proposed roadway profiles will be provided in Task 6, Engineering
- The footprints for homes and businesses will be identified through GIS by the Consultant for modeled receptor location

- The Consultant will model noise levels for the existing year and the design year (build and no-build)
- The Consultant will model noise levels for the design year build and no-build conditions (alternatives)
- Three build alternatives will be evaluated for noise impacts

Deliverables:

- Draft, Revised Draft and Final Noise Technical Report

5.4.8. Social and Economic, and Parks and Recreation

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

Social

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

Environmental Justice

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

Economic

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

Recreation

Using the 2003 Social and Economic Technical Report for previous documentation on parks and recreational resources, Consultant will prepare a stand-alone Parks and Recreation Technical Report. The report will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include

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

Assumptions:

- Coordination regarding Section 4(f) and Section 6(f) applicability and determinations will occur under Task 5.6.1.
- No in-person business inventory or business interviews will be performed
- No in-person residential survey or interviews will be conducted
- Tolling scenarios presented in the 2019 Stantec Tolling and Revenue Sketch Analysis will be incorporated into the Social and Economic Technical Report; analysis related to tolling impacts will be high-level and qualitative.
- All census data (decennial and American Community Survey) will be provided at the census block group level

Deliverables:

- Draft, Revised Draft and Final Social and Economic Technical Report
- Draft, Revised Draft and Final Park and Recreation Technical Report

5.4.9. Traffic

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

5.4.10. Vegetation and Wetlands

Consultant will update the 2003 Vegetation and Wetland Technical Report and will be used to support the NEPA documentation. This report will be updated to develop the current affected environment section and will revise the impact and mitigation analyses to reflect new project design, new environmental data, and the current site conditions. To prepare the technical report, the Consultant will review preliminary project information, including plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project. The work scope will include the following:

- Reviewing the 2003 report and updating information on changed conditions, including changes to the physical environment since 2003 and regulatory changes such as to special status species
- Conducting a plant surveys for sensitive species, species habitat, and invasive species in late spring/early summer within the terrestrial areas that could be disturbed during construction
- Addressing project impacts from invasive species, including the prevention and control of outbreaks

- Completing a wetland and ordinary high water mark (OHWM) delineation of the project alignment in accordance with the federal wetland delineation manual (1987) and the Arid West regional supplement (2008)
- Rating wetlands in Washington in accordance with the 2014 Washington State Wetland Rating System for Eastern Washington
- Rating wetlands in Oregon in accordance with the Oregon Rapid Wetland Assessment Protocol
- Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (2016)
- Wetlands and OHWM will be flagged in the field for survey and recorded with a hand-held GPS unit
- Reviewing local, state, and federal regulations to identify what regulations are out of date as they pertain to wetlands and T&E plant species
- Updating construction activity, operational, indirect, and cumulative impacts, as outlined in the 2003 report, based on any changes in the project alternatives, construction techniques, operations, and/or indirect and cumulative impacts
- Identifying information that was included in the prior study that is now out of date and any new data needs

Assumptions:

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

Deliverables:

- Wetland and OHWM Delineation Report
- Plant Survey Technical Memoranda
- Draft, Revised Draft and Final Vegetation and Wetland Technical Report

5.4.11. Visual

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

- Coordinating with FHWA, USFS, the Port and State DOT to confirm key viewing areas per the CRGNSA Management Plan and to select locations for a total of up to ten (10) key views (toward and from the bridge) and to confirm the area of visual effect (AVE).
- Conducting a one-day site visit to identify visual resources and visual character, viewer groups, and potential key views.
- Creating a map showing landscape settings, land use designations and scenic design standards per the CRGNSA Management Plan and applicable county zoning ordinances, and location and direction of view of key views.
- Describing the conceptual character of the proposed project, including the project's visual character and determining if the community has any defined visual preferences.
- Examining visual quality by identifying the components of the affected environment and the composition of the affected population, and then describing the relationship between them.

- Evaluating impacts on visual quality, which first involves assessing impacts the project may cause to visual resources and viewers, and then synthesizing these separate evaluations and describing the degree of impact as beneficial, adverse, or neutral.
- Updating the mitigation and enhancement efforts to be included in project design.

Assumptions:

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

Deliverables:

- Draft, Revised Draft and Final Visual Technical Report

5.4.12. Waterways and Water Quality

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

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

Deliverables:

- Draft, Revised Draft and Final Water Quality Technical Report

5.4.13. Cumulative Impacts Technical Report

Cumulative impact analysis has substantially evolved from when the 2003 technical reports, technical memorandums, and studies were completed. Therefore, Consultant will prepare a Cumulative Impacts Technical Report. Consultant will build upon the cumulative impact analysis included in each technical report, technical memorandum, and study. Consultant will identify a cumulative impacts study area and will identify and map a list

of current and reasonably foreseeable actions within that study area. Consultant will assess the cumulative impact of project impacts in combination with past, present, and reasonably foreseeable actions for environmental resources.

Assumptions:

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

Deliverables:

- Draft, Revised Draft and Final Cumulative Impacts Technical Report

5.5. ESA Section 7 Compliance

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

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

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

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

Assumptions:

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

Deliverables:

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

5.6. Cultural / NHPA Section 106 Compliance**5.6.1. Background Research and Baseline Scan**

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

Consultant will prepare a Baseline Scan that integrates the background research into a single document. Consultant will prepare maps to illustrate locations of known resources and create tables of past research and findings. Consultant will prepare a draft Baseline Scan for Port and ODOT review; prepare a revised draft for ODOT to confirm edits and comments were addressed; and prepare a final Baseline Scan that incorporates any additional review comments from ODOT.

5.6.2. Establish APE/Tribal Coordination

A project APE memorandum will be developed, describing an area that encompasses all of the proposed horizontal and vertical project impacts. Consultant will prepare up to four (4) iterations of the APE map and memorandum for Port and ODOT review and approval. This memorandum and accompanying map will be submitted to ODOT/WSDOT for concurrence and dissemination to SHPO/DAHP and the tribes. Formal consultation with tribes is a government function and the responsibility of ODOT/WSDOT or FHWA. Consultant will coordinate with ODOT, which is leading tribal consultation and meeting in-person with the potentially affected tribes.

5.6.3. Methodology Memorandum

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

5.6.4. Cultural Resource Survey

One terrestrial cultural resources survey (field survey #1) will be completed by Consultant archaeologists using standard, industry- accepted methods appropriate to the project area and landform. Depositional setting will be evaluated. Any previously recorded resources will be examined and updated as necessary. All survey activities will be in compliance with the applicable state standards. Up to 325 shovel test will be conducted in the field within the footprints for Alternatives EC-2 and EC-3. No archaeological excavation permit will be prepared, and no shovel tests will be excavated on the Oregon side.

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

Any further cultural resources surveys to define boundaries, provide additional information based on the initial findings, or other request by the Port or ODOT is not included in this Statement of Work or associated budget.

5.6.5. Resource Forms

Results of the survey will be summarized. Historic Property Inventory Forms will be prepared for up to 90 historic properties.

Consultant will provide background data and analysis to support ODOT, who will prepare the updated determination of eligibility (DOEs) and finding of effect (FOEs) for the Hood River Bridge. Any additional DOEs and/or findings of effect FOEs that may need to be prepared based on the results of the historic properties inventory and analysis are not included in this Statement of Work or associated budget.

5.6.6. Report and Coordination

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

The report will include a Section 106 Finding of Historic Properties adversely affected (Finding of Adverse Effect). This report will include (1) electronic form preparation with the following details:

- Introduction
- Project Description
- Identification and Description of the Historic Property
- Avoidance Alternatives Considered (and not considered) and including the No Action Alternative and Minimization Efforts.
- Evaluation of Effects
- Application of the Criteria of Adverse Effect (36CFR800.5)
- Coordination and Public Involvement
- Vicinity Map, photographs, project plans that show footprint and impacts to the historic resource
- Type, Size and Location Report (previously prepared in 2011)
- Section 4f Evaluation for Historic Sites (prepared in Task 5.7)

The Consultant will facilitate and participate in monthly teleconferences with ODOT cultural resources staff.

Assumptions:

- Each document will undergo one round of review comments by Port and ODOT; Consultant will incorporate comments and produce a final document.
- One in-person cultural resources kick-off meeting will be held in Portland; up to three (3) Consultant staff will attend; meeting will be up to two (2) hours.
- If the project horizontal/vertical limits are changed during periods of work performance, the APE will be revised and resubmitted to ODOT/WSDOT, these modifications to the memorandum documents and hours associated with revisions would need to be covered under a contract modification
- Formal Section 106 Consultation is the responsibility of ODOT
- Upon ODOT approval and direction, the relevant tribe(s) will be contacted about the project to solicit any additional concerns about heritage resources and to inform them when field investigations will take place; this communication is a technical inquiry and does not take the place of any formal consultation required
- Up to 90 potentially significant historic properties will be recorded on historic property inventory forms and/or database entries to comply with SHPO and DAHP submittal protocol.
- Up to 325 shovel tests will be conducted in the field.
- No archaeological site or isolate forms will be required due to the discovery of cultural resource material.
- Removal of the National Register Eligible bridge will result in an Adverse Effect to the bridge; ODOT/WSDOT may require additional analysis and evaluation to show that potential effects to the bridge cannot be avoided, mitigated or minimized prior to pursuing the preferred alternative removal; this will be determined through consultation between ODOT/WSDOT, SHPO/DAHP, and the Tribes. ODOT may decide to and prepare an update to the previous Finding of Effect.
- ODOT will prepare the MOA for adversely affected historic properties for the project. WSP will prepare the mitigation plan for adversely affected historic properties that is an attachment to the MOA (Work for this task will be conducted under Task 5.11).
- Up to ten (10) monthly one-hour phone meetings with ODOT cultural resource staff will be held and will be attended by up to four (4) members of the Consultant team.
- Ethnographic studies contracted by the Port will be conducted by Native American tribes. The Consultant will not participate in the procurement of this work, data collection, analysis, reporting or any other facet of preparing these studies. Any further cultural resource analysis that emerges from additional archaeological resources, historic properties, or traditional cultural properties will require a contract amendment.

Deliverables:

- APE Memorandum [up to four (4) iterations]
- Draft, revised draft and final Baseline Scan [up to four (4) iterations]
- Draft, revised draft and final Methodology Memorandum [up to two (2) iterations]
- Draft, revised draft and final Cultural Resource Assessment of the Hood River Bridge Project [up to two (2) iterations]
- Updated Historic Property Inventory Form for the National Register Eligible Hood River Bridge and up to 90 Historic Property Inventory Forms and database entries.

5.7. Section 4(f) and Section 6(f)

Consultant will update the 2003 Section 4(f) Evaluation to reflect the current environment and will revise the Section 4(f) use analysis as needed to reflect the updated data on recreational facilities (collected in Task 5.4.8) and cultural resources (Task 5.6).

A Section 6(f) Evaluation was not prepared in 2003. The Port property that includes the marina is a Section 6(f) resource and will be documented in a separate memorandum.

The Section 4(f) and Section 6(f) effort will include:

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

Assumptions:

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

Deliverables:

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

5.8. Draft EIS Re-Evaluation (Task Completed 6/30/2019)

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

The Memorandum may include:

- Project name, NEPA document type being re-evaluated, highway, and location
- Purpose and introduction, including specific statements that outline the need for the re-evaluation and reference the NEPA document or decision being re-evaluated, include discussion regarding confirmation of NEPA classification
- Original project description, including description of the preliminary preferred alternative that is included in the 2003 Draft EIS
- Current or changed project description that explains any project scope changes that have occurred since preliminary preferred alternative description in the Draft EIS
- Changes to regulations, laws, or policies since the Draft EIS and how these changes affect analysis of resources
- Changes in existing conditions since 2003 Draft EIS and how these changes affect analysis of resources
- Summary of resources affected by changes in project scope, regulations, laws, or policies, and/or existing conditions and how they are affected (changes in project impacts and/or benefits)
- Summary of resources not affected by changes in project scope, regulations, laws, or policies, and/or current conditions
- Public involvement and agency coordination that has occurred since the Draft EIS
- Conclusions
- Appendix with figures, maps, and design drawings that clearly show the changes that have occurred since the Draft EIS was prepared

Deliverables:

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

5.9. Supplemental Draft EIS

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

Consultant will prepare an SDEIS in FHWA's traditional format, which will be a standalone document that does not require the Draft EIS to be a companion document. All the technical reports prepared under Task 5.4 will serve as the technical basis for the SDEIS and will be attached as technical appendices or incorporated as sections of the SDEIS document.

Consultant's activities for preparation of the SDEIS include:

SDEIS Outline

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

Administrative Draft #1 SDEIS for the Port and ODOT Technical Review

- Prepare Administrative Draft #1 SDEIS using technical analysis and documentation prepared in Tasks 5.4 through 5.7 above as well as other relevant tasks in this SOW
- Prepare remaining sections of Administrative Draft SDEIS (version 1), including Executive Summary; Chapter 1 (Purpose and Need); Chapter 2 (Alternatives); Chapter 5 (Relationship Between Local Short-Term Uses of the Human Environment and the Maintenance and Enhancement of Long-Term Productivity); Chapter 6 (Irreversible and Irrecoverable Commitment of Resources); Chapter 7 (Comments and Coordination); Chapter 8 (List of Preparers); Chapter 9 (Distribution List); and additional appendices (e.g., glossary) [Note; actual chapter numbering may change per the approved outline.]

Administrative Draft #2 for FHWA Division Office and Cooperating Agency Review

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

Administrative Draft #3 for FHWA Legal Sufficiency Review

- Review comments provided by FHWA Division Office and up to five (5) cooperating agency reviews of the Administrative Draft #2 SDEIS
- Participate in one (1) comment resolution meeting with the Port, ODOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the SDEIS to address FHWA Division Office and cooperating agency review comments and prepare the Administrative Draft #3
- Provide responses to all review comments

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

- Review comments provided by FHWA legal sufficiency review on the Administrative Draft #3 SDEIS
- Participate in one comment resolution meeting with the Port, ODOT, FHWA, and/or other agencies as needed to resolve comments

- Revise the SDEIS to address FHWA legal sufficiency review comments and prepare the Signature-ready SDEIS
- Provide responses to all review comments
- After signatures are obtained, incorporate signature page to produce Final SDEIS for public distribution

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

Assumptions:

- The project mailing list will be maintained under Task 2, Public Involvement
- The first Port and ODOT review of the Administrative Draft SDEIS will result in up to 25 substantive comments to be addressed; no new substantive comments will be received from the Port and State DOT during subsequent reviews
- The first FHWA and cooperating agency review of the Administrative Draft SDEIS will result in up to fifty (50) substantive comments to be addressed
- The FHWA legal sufficiency review will result in up to ten (10) substantive comments; no new substantive comments will be received from FHWA during subsequent reviews
- No further comments will be received on the Signature-ready SDEIS
- Up to two Consultant staff will attend up to three (3) comment resolution meetings lasting up to two hours each via teleconference
- The Port and/or State DOT will coordinate obtaining signatures on the Signature-ready SDEIS and no meeting or briefing will be required
- Consultant will produce electronic (PDF) copies of the SDEIS for all reviews
- The Port and/or State DOT will distribute the SDEIS to agencies and the public
- The Port will pay any fees related to publishing the NOA in local newspapers
- Preparation for the public meeting/open house for the public release of the SDEIS and the associated SDEIS review period will be conducted under Task 2, Public Involvement
- The Signature-ready SDEIS will be prepared in InDesign; all other versions of the SDEIS and other documents will be prepared in Microsoft Word so that reviewers may provide comments in track changes

Deliverables:

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

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

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

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

Assumptions:

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

Deliverables:

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

5.11. Mitigation Commitment List for Final EIS

Consultant will compile all mitigation measures and commitments in Chapters 3-4 of the Final EIS and create a separate appendix for the Final EIS.

Consultant will prepare a Section 106 mitigation plan to resolve adverse effects on National Register of Historic Places listed or eligible properties. A draft, revised and final mitigation plan will be prepared for ODOT, WSDOT, Oregon SHPO, Washington DAHP, FHWA and consulting parties review as needed. One historic property (the existing Hood River Bridge) is expected to be included in the mitigation plan.

Assumptions:

- The Mitigation Commitment List would be included as an appendix in the combined Final EIS and Record of Decision (Tasks 5.12 and Task 13).
- The Section 106 Mitigation Plan will provide mitigation to resolve adverse effects on one historic property, which is the Hood River Bridge.

Deliverables:

- Mitigation Commitment List
- Draft, Revised Draft and Final Section 106 Mitigation Plan

5.12. Final EIS

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

Administrative Draft #1 FEIS for the Port and ODOT Technical Review

- Prepare Administrative Draft #1 FEIS incorporating revisions and new analysis identified during the process of preparing the Response to Comments (Task 5.10), and any other additional data updates that become available after publication of the SDEIS

Administrative Draft #2 FEIS for FHWA Division Office and Cooperating Agencies Review

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

Administrative Draft #3 FEIS for FHWA Legal Sufficiency Review

- Review comments provided by FHWA Division Office and up to five (5) cooperating agencies review of the Administrative Draft #2 FEIS
- Participate in up to one comment resolution meeting with the Port, ODOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the FEIS to address FHWA Division Office and cooperating agencies review comments and prepare the Administrative Draft #3 FEIS
- Provide responses to all review comments

Signature-Ready FEIS for the Port, ODOT, and FHWA Signature and Public Distribution

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

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

Assumptions:

- The preferred alternative identified for analysis in the Final EIS will be the same as the preliminary preferred alternative identified in the 2003 Draft EIS and SDEIS; no new or modified alternatives will be analyzed in the Final EIS
- The Final EIS will be prepared as an errata sheet (abbreviated format)
- The Final EIS will follow the same organization as the SDEIS; no outline will be prepared
- Development of the Final EIS will not entail new operational and/or environmental impact analyses, or the consideration of new alternatives beyond the analysis contained in the SDEIS
- No substantive public comments requiring re-examination of the document and related project files will be received
- combined FEIS and ROD will be used for the Project; a combined FEIS/ROD would still necessitate the tasks outlined in Tasks 5.12 and 5.13.
- The public mailing list will be maintained in Task 2, Public Involvement
- The first Port and ODOT review of the Administrative Draft FEIS will result in up to 10 substantive comments to be addressed; no new substantive comments will be received from the Port and State DOT during subsequent reviews
- The first FHWA and cooperating agency review of the Administrative Draft FEIS will result in up to 15 substantive comments to be addressed; no new substantive comments will be received from FHWA during subsequent reviews
- No further comments will be received on the Signature-ready FEIS.
- Up to two Consultant staff will attend up to three comment resolution meetings lasting up to two hours each via teleconference
- The Port and/or ODOT will coordinate obtaining signatures on the Signature-ready FEIS and no meeting or briefing will be required
- Consultant will produce electronic (PDF) copies of the FEIS for all reviews
- The Port and/or State DOT will distribute the FEIS to agencies and the public
- The Port will pay any fees related to publishing the NOA in local newspapers

- The Signature-ready FEIS will be prepared in InDesign. All other versions of the FEIS and other documents will be prepared in Microsoft Word so that reviewers may provide comments in track changes

Deliverables:

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

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

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

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

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

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

Deliverables:

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

5.14. Administrative Record

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

Assumptions:

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

Deliverables:

- Administrative Record Index and Documents (on electronic media)

6. ENGINEERING

6.1. Engineering Coordination

Provide leadership, direction, and control of Consultant Engineer's work efforts. Provide day-to-day management. Facilitate meetings with DOT technical staff. Develop and distribute meeting notes that include Action item list with dates, tasks, and assignments.

Assumptions:

- Meetings with WSDOT and ODOT technical staff will provide information and seek their concurrence on design exhibits for inclusion into the FEIS documentation.
 - Up to three (3) meetings, in Portland or Vancouver.
 - Meetings are assumed to be 3 hours in duration (including travel time)
 - The Engineering Lead and/or two (2) additional pertinent staff will attend and facilitate the meetings,
 - The Engineering Lead will arrange for the meeting facility, distribute the meeting announcement, develop and provide agendas and meeting notes.

Deliverables:

- DOT meeting agenda and meeting notes.

6.2. Land Survey (Task Completed 6/30/2019)

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

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

Establish horizontal and vertical survey control for the project.

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

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

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

Develop a project Digital Terrain Model (DTM) that models the existing ground surface shape adequately to prepare base mapping with one-foot interval contours. For the Washington bridge approach, convert the DTM from Oregon horizontal datum to Washington State Plane Coordinate System, South Zone, Units in US Survey Feet. Submit the model electronically in a format compatible with ODOT convention.

Assumptions:

- Survey limits are as shown on attached Figure 1.
- The horizontal datum will be NAD83, Oregon Coordinate Reference System (OCRS) Columbia River West Zone, units in International Feet.
- The vertical datum will be the National Geodetic Vertical Datum of 1988 (NAVD88).
- Record of Survey is not included.

Deliverables:

- Digital Terrain Model in DGN format.

6.3. Geotechnical

Amendment 2 Note: Consultant conducted geotechnical exploration planning to support bridge design (Task 6.6) and in-water permitting (Task 8.2) prior to September 30, 2019. All work after this date will be put on hold; remaining budget will be moved to a contingency task (Task 9.1).

6.3.1. Subsurface Exploration – Reserved

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

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

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

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

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

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

Assumptions:

- Notice to Proceed. If a permit is not granted for extending the in-water work window, the project schedule dictates that the design proceeds without soil exploration information.
- No restrictions on work hours
- In-water work permits will be secured by the project team.
- Soil can be drilled with mud-rotary drilling equipment.
- Rock can be cored with wireline coring equipment.
- Four (4) holes will be drilled within the Ordinary Highway Water zone.
- Two (2) holes will be drilled on land (one in Oregon and one in Washington)
- Each borehole will encounter up to 100 feet of soil (alluvium or fill) and up to 50 feet of bedrock.
- In-situ testing of the soil will consist of Standard Penetration Testing at 5 to 10 foot intervals.
- Rock core will be extracted using Size HQ core barrel.
- Survey coordinates of drill sites will be based on hand-held GPS coordinates.
- Drilling-derived waste (soil cuttings, rock cuttings, drilling fluid, groundwater) is clean and will be disposed of as clean material.
- Up to 40 moisture content tests will be conducted
- Up to 10 sieve analysis tests will be conducted
- Up to 20 Atterberg Limits tests will be conducted
- Up to 20 fines content tests will be conducted
- Up to 50 unconfined compression tests on rock core will be conducted
- Up to 10 cerchar abrasivity tests on rock core will be conducted
- Up to 10 Brazilian tensile tests on rock core will be conducted
- Base mapping and topographic/bathymetric data will be provided for incorporation in the geotechnical data report.

Deliverables:

- Geotechnical Exploration Work Plan

6.3.2. Soil Sample Lab Testing – Reserved

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

Deliverables:

- Laboratory testing results for soil samples

6.3.3. Geotechnical Data Report – Reserved

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

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

Deliverables:

- Geotechnical Data Report

6.3.4. Foundation Recommendations – Reserved

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

This study will include as-constructed plans of the existing bridge (including rehabilitation and/or modifications that have occurred since original construction), bridge inspection and maintenance reports (as available), and geotechnical information from the 2011 Bridge TSL Study. It will also include a review of historic photographs and other historic documents from the Oregon Historical Society.

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

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

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

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

Deliverables:

- Foundations Recommendations Technical Memorandum

6.4. Hydraulics

6.4.1. Bridge Hydraulics

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

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

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

Research and confirm the water level assumptions to base the bridge height (e.g., ordinary high water, Bonneville pool level, flood levels).

Deliverables:

- Bridge Hydraulics Technical Memorandum

6.4.2. Bathymetric Survey (Task Completed 6/30/2019)

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

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

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

All bathymetry data will meet all accuracy standards for Navigation & Dredging Support surveys (Bottom Material Classification-Soft) in accordance with the U.S Army Corps of Engineers Hydrographic Survey Manual EM 1110-2-1003 (Nov. 2013).

Assumptions:

- The single beam transects will be at the following locations:
 - Approximately 1 mile downstream from the proposed bridge
 - Approximately 0.5 mile downstream from the proposed bridge
 - At the proposed bridge (approximately 300 feet downstream from the existing bridge)
 - Downstream face of existing bridge
 - Upstream face of existing bridge
 - Approximately 0.5 mile upstream of the existing bridge
 - Approximately 1 mile upstream of the existing bridge
- Project survey control will be provided and will be in place prior to bathymetry data collection.
- The horizontal datum will be Lambert, Oregon North Zone (NAD 83, U.S Survey Feet) and the vertical datum will be NAVD 88.

Deliverables:

- Bathymetry data in digital format (ASCII X,Y,Z) and in Microstation drawing format

6.5. Civil

6.5.1. Roadway Geometry

Refine the roadway geometry in the Bridge TSL Study (Alternative EC-2) and develop a design to determine limits of potential impact. Similar geometry will be established for Alternatives EC-1 and EC-3. Develop estimate construction limits for all three build alternatives using roadway geometry, supplied mapping, and the proposed typical section.

Determine geometric connections at adjacent intersections including SR14, Marina Way, and I-84. Identify potential impacts to property access. Document geometric design (horizontal and vertical alignment for compliance with AASHTO, FHWA, project requirements and permitting requirements identified by permitting agencies. Identify potential design exceptions in a Design Exception technical memorandum. Submit draft and final versions. Update the draft report with one (1) set of agency comments and submit the Final version.

Validate ADA compliance for access to and from the bridge. Develop conceptual bike and pedestrian connections.

- Establish bike/ped facility design criteria for the tie-in connections (gathered from Federal, State, Local design guidance)
- Evaluate geometric feasibility of facility tie-ins at each end of project
 - North: Evaluate tie in to SR 14 or other designated destination (no bike/ped facilities exist currently on the North side)
 - South: Evaluate tie to existing trail system at bridge terminus.

Assumptions:

- Alignment EC-2 is the primary focus for roadway geometric alignment and profile grade effort, as established in the Bridge TSL Study. A minor level of effort is expected for similar elements of alignments EC-1 and EC-3
- Bicycle and pedestrian facility location, type, size, and compliance with federal guidelines, as established in the Bridge TSL Study, are valid.
- Concept design for bicycle and pedestrian facility connections to existing systems, are not part of this scope of work

Deliverables:

- Roadway design exhibits showing proposed design and potential limits of construction to support the NEPA process
- Design exception technical memorandum

6.5.2. Traffic Control

Provide a conceptual maintenance of traffic and construction staging scheme for tie ins at both ends of the bridge for all three build alternatives. Determine road closures needed to accomplish construction of the alignment, including duration in days and detour routes. Identify temporary access needs for construction and temporary impacts.

Assumptions:

- Roadway geometric alignment and profile grade, as established in the Bridge TSL Study, is valid.
- Lane closure requirements will be provided by Port

Deliverables:

- Conceptual Staging exhibit to support the NEPA process

6.5.3. Task Reserved

6.5.4. Storm Water

Prepare Stormwater Technical Memorandums. Include descriptions of the existing and proposed conditions, maps and figures, and graphical representation of preliminary data.

Provide exhibits of stormwater facilities. The following specific items will be included in the Stormwater Technical Memorandum:

- Vicinity map
- Hydrologic methodology and assumptions
- Watershed delineation
- Total impervious area/effective impervious area description based on Bridge TSL Study
- Preliminary water quantity/quality strategy with initial sizing calculations
- Preliminary conveyance design description

Prepare stormwater management exhibits in accordance with the current standards and regulations set forth by WSDOT and ODOT.

Consultant will prepare an ESA Stormwater Design Checklist, using WSDOT's template or similar document, to support the Biological Assessment.

Assumptions:

- Downstream analysis will not be required.
- Enhanced water quality treatment will be required. Flow control will not be required.
- A Specialty Hydraulic Report will be completed under a separate Task.
- Report submittals will be provided in PDF format.
- No in-situ infiltration testing will be conducted.
- Up to five (5) meetings with the Port and partners such as WSDOT, ODOT, USACE, etc. with up to three Consultant (3) staff attending lasting two (2) hours in length, plus preparation and travel time as necessary. At least two (2) meetings will be in person. All other meetings will be teleconferences.
- The Project is not located within a WSDOT high-priority retrofit location and the maximum cost limit for the retrofit analysis is 20 percent.
- A site visit to confirm the concept stormwater design will be conducted by two (2) Consultant staff.
- Culvert replacement for Fish Passage design is not included as a part of this design. The need for future fish passage culvert replacement will be noted in the Stormwater Technical Memorandum as applicable.

Deliverables:

- ESA Stormwater Design Checklist
- Stormwater Technical Memorandum

6.6. Bridge

Validate the basis of design (design criteria and requirements) for the bridge and approaches that was developed as part of the Bridge TSL Study.

Incorporate any revised or new design criteria provided by ODOT or WSDOT.

As requested provide design and construction information and exhibits (commensurate with the level of design)

Assumptions:

- Columbia River Navigation Channel dimensions of 80 feet vertical and 450 feet horizontal will be confirmed by the US Coast Guard as the primary opening. A secondary opening (within the same span) of 90 feet vertical and 250 feet horizontal, will also be confirmed by the US Coast Guard.
- The architectural features of the bridge type and size, as developed for the Bridge TSL Study, meet the requirements of the Gorge Management Plan and are acceptable.
- Pier locations and span arrangement from the Bridge TSL Study are acceptable.
- The design refinement, as dictated by the NEPA process, will not be to a point that will advance the level of design

Deliverables:

- Engineering exhibits to support the NEPA process

6.7. Wind Analysis – Reserved**6.8. Architecture and Simulations****6.8.1. Architectural Concepts**

Review existing architectural renderings, from the pedestrian perspective, that support the proposed bridge design concepts and compliment the intent of the Gorge Management Plan. Review Gorge Commission and bridge advisory group design preferences. Review design precedents from bridge, roadway and trail design projects in the Gorge as well as the site context at both ends of the proposed bridge.

Consultant will retrieve the TS&L photo simulation root file of the pedestrian view. Consultant will strip off the railing, benches, light posts, and users so that this base file can be reused for the new sketch-concepts.

Provide up to three (3) draft sketch-concepts (also called “tissue paper” drawings) for the pedestrian path and overlook area that are consistent with the Gorge Management Plan and the Precedents memo. Depict architectural concepts in 2D detail drawings and photographs, developed to sufficient detail to describe the design intent to both the professional and the layman. Concepts will include options for materials, colors and forms for paving, railings, seating and lighting within the pedestrian environment.

Coordinate architectural concepts with staff working on Civil (Subtask 6.5) and Bridge (Subtask 6.6) to ensure design standards can be met. Revise and refine concepts using Port and ODOT input.

Participate in up to two (2) meetings between the project team and members of the Columbia River Gorge Commission to show how bridge architectural features are context sensitive and follow the Gorge Management Plan requirements for the Bridge.

Assumptions:

- Aesthetic requirements for the bridge will follow those set in the Columbia Gorge Management Plan, Chapter 7, “Columbia River Bridge Replacement”, 9/1/2011.
- Architectural concepts will be developed for one perspective from the pedestrian path. The three (3) themes to be developed include: existing bridge, Historic Columbia River Highway, and modern.
- Each meeting with the Columbia River Gorge Commission will be held in White Salmon, WA and be up to 2 hours in duration.

Deliverables:

- Three (3) architectural concepts for the pedestrian path and overlook.

6.8.2. Photo Simulations

Contractor will provide a map of up to twelve (12) proposed photo locations to Agency prior to traveling to project site to take photos. After the Port has approved final map of proposed photo locations, Contractor will travel to

the project site and take high-resolution color photographs for up to twelve (12) locations. Locations are presumed to represent views toward the bridge (e.g. residents and travelers on nearby roads, highways and the Columbia River) and from the bridge (e.g. bridge user perspective). Contractor will provide Agency with a photo set of up to two (2) original photos from each of the twelve (12) locations for Agency to make final selection of seven (7) photos to use for creating photo simulations.

Consultant will create one (1) 3D model of the Final Preferred Bridge Alternative (design snapshot) from engineering drawings, and will view-match the six (6) photos in the 3D model. Consultant will prepare up to six (6) high-resolution color photo simulations of the Final Preferred Bridge Alternative (design snapshot) showing design features (e.g. material, textures and colors) in accurate scale and proportion. Contractor will meet in-person with ODOT and Port to review and receive comments on draft photo simulations. Contractor will prepare revised draft photo simulations per ODOT comments from in-person meeting. Contractor will prepare final photo simulations resolving any final, minimal ODOT comments on revised draft photo simulations.

Assumptions

- Up to six (6) high-resolution photo simulations will be prepared for six (6) different locations per final map of proposed photo locations and direction of view.
- Agency changes to photo locations/direction of view after site visit will require a contract modification.
- One design snapshot will be utilized for completion of this task. Any changes to design, after photo simulations work has commenced, that would impact the photo simulations will require a contract modification.
- The high-resolution photo simulations will be submitted in electronic format (.jpg), suitable for 30x40 inch presentation display boards.

Deliverables:

- Map of proposed photo locations and direction of view
- Photo set (up to two (2) photos from each of up to twelve (12) locations)
- Draft, Revised Draft and Final photo simulations of the Final Bridge Alternative.

6.9. Cost Estimating

Update the construction cost estimate, commensurate with the level of design, for one (1) Final Preferred Bridge Alternative. The estimated cost will include elements such as; bridge, approach roadway, bridge removal, engineering, and right-of-way.

Develop preliminary quantities for major items. Prepare the project quantity based cost estimate range by breaking out the individual components, including quantities, unit costs, constructability costs, staging costs and any costs incurred by site constraints.

Develop unit costs based on current material costs, labor rates, equipment costs, and labor rates.

Assess additional costs due to constructability, construction staging, traffic staging, bridge removal, site constraints, and other risks.

Evaluate cost escalation over the life of the project.

Provide documentation in determining the validity (such as industry input) of unit costs, quantities, analysis methods, and assumptions made (i.e. construction schedule and method).

Assumptions:

- The 2018 Mott MacDonald Cost Estimate will be used as a starting basis.
- The Final Preferred Bridge Alternative is a concrete segmental box girder bridge on the EC-2 alignment.

- The commensurate level of design cost estimate will include a percentage of construction basis estimate, for elements such as right of way, engineering and construction management.
- All bridge cost estimates will be in construction year 2021 dollars

Deliverables:

- Cost Estimate Memorandum.

7. TRANSPORTATION

The purpose of this task is to update and reestablish any previous traffic analysis work to support the NEPA compliance effort, and project delivery strategy.

The Consultant will conduct a comprehensive update to the previous Draft EIS traffic forecasting and operations analysis. This includes revisiting the technical foundation to document key traffic patterns, capacity requirements of the bridge to meet future multimodal crossing demand, and identifying the need for critical operational and safety enhancements on both approaches to address potential congestion hot spots and multi-modal access and mobility.

7.1. Methodology Memorandum (Task Completed 6/30/2019)

The Consultant will coordinate with the Port and project partner agencies to develop the traffic forecasting methodology, models, and assumptions. The Consultant will obtain, develop, and validate the travel demand forecasting and operational analysis approaches for developing the necessary traffic projections and conducting the analysis necessary for updating the environmental effects of the project and supporting design refinements as necessary.

The Consultant will work with the Port and partner stakeholders to develop a brief methods and assumptions summary that will outline the following:

- Method for developing year of opening and 20-year horizon multi-modal travel demand forecasts. An important aspect will be to focus on latent demand given the large increase in vehicular capacity on the bridge, as well as the inclusion of bicycle and pedestrian access across the bridge.
- Tools used to perform the analysis work
- Geographic limits of the study area
- Relevant assumptions regarding data and analysis parameters
- Time periods for analysis (AM/PM peaks, weekday, other)
- Number of options or alternatives to consider
- Performance measures that will be used to gauge traffic operations, multi-modal mobility, access and safety, and overall construction feasibility.

Other related efforts include:

- Where available, obtain existing Synchro/SimTraffic or Vissim simulation models for the study area
- Update and calibrate obtained simulation models using current traffic data from the Port and partner agencies. As needed, additional traffic counts will be collected by the Consultant.
- For horizon year traffic data, develop traffic growth factors based on factors developed for the SR-14 Bingen-White Salmon Circulation Study for the north side of the bridge, and factors based on land use growth and/or recent traffic studies conducted on the south side of the bridge.

Deliverables:

- Technical Memorandum: Transportation Analysis Methods and Assumptions

7.2. Data Review and Collection (Task Completed 6/30/2019)

The first step in the investigation of existing conditions will be a thorough review of the transportation data that was recently collected within the study area for other corridor planning efforts. This includes data that was collected as part of the SR-14 Bingen-White Salmon Circulation Study, as well as other efforts to be identified in conjunction with the Port of Hood River and their partners. Following a review of the relevant data available, a list of data gaps and data collection needs will be prepared by the Consultant. This may include the following:

- Signal timing and phasing data for the study area intersections
- Roadway geometry data and pedestrian/bicycle amenities in the vicinity of both ends of the bridge
- Historical crash data for SR-14, the Hood River Bridge, the I-84/State Route 35 interchange and relevant ramp or arterial intersections
- Freight volumes and documentation on future freight system demands across the bridge and along the SR-14 and I-84 corridors
- Transit routes and ridership across the Hood River Bridge
- Key emergency responders (Bingen FD, Hood River FD, HMS Ambulance, etc.) and service areas
- GIS data represent parcel boundaries, right of way, critical areas, topography, and utilities
- Local and regional comprehensive plans
- Project area aerial imagery
- Updated vehicle classification volumes across the Hood River Bridge

To supplement the traffic volume data already collected, AM and PM peak hour turning movement volume counts reflecting typical annual weekday conditions, as well as counts reflecting summer peak season conditions may be performed for relevant intersections within the study area. These counts will target one mid-week day (Tuesday, Wednesday or Thursday).

Assumptions:

- For budgeting purposes, assume AM/PM peak hour traffic counts will be conducted at a total of eight intersections for an average annual time period and for a summer peak season time period.
- Toll booth data indicating volumes and vehicle classes will be provided by the Port of Hood River for periods reflecting before and after the recent toll increase (February 1, 2018)

Deliverables:

- List of transportation data collection needs

7.3. Existing and Future No Build Conditions Update (Task Completed 6/30/2019)

Once the transportation data review is complete and all data pieces have been explored and compiled, the Consultant will then initiate the analysis of existing traffic conditions to gauge current levels of delay during critical periods of the day (ex. AM and/or PM peak period). This analysis will cover the relevant intersections connecting to both sides of the bridge. Synchro 9 software (with Highway Capacity Manual reporting) will be the primary analysis tool used to assess traffic congestion and operational constraints. For complex operations, such as toll booth processing, Vissim 9 microsimulation software may be used to capture vehicular queuing, and recovery wait times.

Also, as part of the existing conditions assessment, the Consultant will broadly characterize marine operations (e.g., volumes/classifications) navigating the river under the bridge in the study area. The Consultant will also inventory pedestrian and bike amenities connecting to both sides of the bridge, historical crashes along the bridge and roadway approaches (including key intersections), current transit usage of the bridge, and existing freight demands, speeds and truck pathways on both sides of the bridge.

To assess future baseline conditions, the Consultant will develop traffic forecasts reflecting a minimum 20-year outlook for the Hood River Bridge and adjacent roadways and key intersections primarily based on background growth in traffic along the SR-14 and I-84 corridors but also informed by potential cross-state demand growth

across the bridge. However, to refine the traffic projections, any anticipated land use changes within underdeveloped parcels and future growth potential for large employers (INSITU, etc.) will be assessed to identify additional growth generators beyond the estimated background levels.

The Consultant will also develop future long-range projections of truck freight demand on the bridge based on local, regional and statewide freight movement expansion on both sides of the Columbia River.

The Consultant will estimate the future marine operations conditions, primarily any increase in vessel volumes, to the extent that forecasts are available.

The Consultant will perform an analysis of future baseline traffic conditions for the AM and PM peak periods by leveraging the Synchro and Vissim models developed earlier on as part of the existing conditions analysis and will capture the same study area roadways and relevant intersections within the study area. Assumptions about future conditions of truck freight demand, rail demand, land use changes, or other relevant improvements in the study area will be documented and incorporated into the future baseline conditions analysis.

Any planned or programmed improvements to study area roadways, including SR-14 or I-84, or intersections in the study area based on comprehensive plan elements will also be reflected in the analysis.

Deliverables:

- Working paper on existing and future baseline conditions (to be incorporated into the Transportation Technical Report)

7.4. Build Alternatives Analysis Update (Task Completed 6/30/2019)

The Consultant will analyze future transportation access and mobility reflecting up to three (3) build alternatives for the Hood River Bridge. Since the bridge alternatives will generally include capacity improvements (adding one or more travel lanes plus pedestrian/bike treatments), traffic volume projections will be developed for each bridge alternative. Analysis of the future build alternatives will be conducted using the same modeling tools employed for existing conditions and future no build conditions.

In addition to the traffic analysis work, the Consultant will assess how effectively the bridge alternatives address key deficiencies related to freight (truck) mobility, safety, emergency response, and economic development. Marine vessel mobility along the river will be assessed for each of the bridge alternatives, as well. Access and connectivity considerations for businesses, residents, and pedestrian/bicycle users will be woven into the alternatives assessment process to ensure that fatal flaws related to non-traffic congestion issues are clearly identified and reconciled.

Input from the stakeholder group will be an integral part of the alternatives assessment process from the outset and will continue to be relied on as the refinement and screening of alternatives takes place. This collaborative approach will be intended to reflect and address the range of stakeholder interests in terms of access, mobility and safety.

The main deliverable for the alternatives development and evaluation task will be a summary report that describes the treatments and alternatives considered for the targeted intersections along SR-14 and those that are recommended to be carried forward into more detailed planning and follow-on design.

Deliverables:

- Technical summaries of the alternatives considered and evaluation outcomes

7.5. Transportation Technical Report

To document the transportation analysis approach, analysis and findings, a technical report will be prepared that captures the analysis assumptions, key data items collected and review, analysis approach and alternatives assessment outcomes. This report will recap the existing conditions and future No Build assessment and present a performance comparison of the bridge alternatives based on the Build Alternatives technical summary described in Task 7.4. The technical elements of the technical report will be used for inclusion in the Supplemental Draft EIS and Final EIS documents.

Deliverables:

- Transportation Technical Report

7.6. Tolling/Revenue Coordination (Task Completed 6/30/2019)

Consultant will coordinate with the Port's Tolling/Revenue Consultant in the areas of public involvement, travel demand forecasting, transportation analysis, design and environmental studies.

Assumptions:

- Consultant will provide up to eight (8) hours of coordination with the Port's Tolling/Revenue Consultant.

Deliverables:

- None

8. PERMIT ASSISTANCE**8.1. Permit Plan and Coordination**

This task will result in the development of a permit plan addressing the land use, environmental and construction permits that may be necessary to construct the project. The permit plan will identify the party responsible for obtaining the permits, regulatory and permit review authority, permit submittal requirements, permit development and preliminary processing timelines. The plan is intended to function as a as a guide for maintaining consistency with adopted regulatory requirements and for obtaining permits in a future phase. Specifically, the plan will include the following information for each permit identified:

- Permit title
- Responsible agency, staff contacts, and contact information
- Review purpose
- Codes, standards, or regulations that apply, including statutory authority
- Application requirements, including technical studies, plans, and required level of design
- Potential mitigation requirements
- Approval body and level of discretion
- Schedule, including any statutory requirements such as public noticing and public hearing
- Period of validity and extension provisions
- Appeal provisions, including timing and appeal body
- Approximate costs (agency fees and cost to obtain)

The permit plan will consist of a summary of permitting requirements and include a matrix of the required authorizations. In addition to the information listed above, the permit plan will summarize the specific regulatory requirements that have the potential to affect the design of the bridge and/or affect the method of construction. The plan will also address information that will help to determine whether the project owner of the contractor is responsible for obtaining the permit. The required information identified by the lead federal agency will be evaluated by the Consultant team in the context of the need for technical information to support the NEPA process in order to identify efficiencies and avoid duplication.

The Consultant will develop an initial draft of the permit plan for review by the Port prior to meeting with regulatory agencies. Once an initial draft has been approved by the Port, Consultant team representatives will meet with the identified agency staff to inform them about the project, confirm key information, and identify agency concerns that should be addressed in project planning and/or the NEPA and permit documents. The Consultant will maintain notes for each agency meeting (up to 13 meetings) and update the permit plan with any

forthcoming information. To assist with agency discussions, the Consultant will develop a detailed project description and conceptual drawings.

Assumptions

- No permit application materials will be developed during this task.
- Consultant team representatives will meet with each agency. This task assumes that 5 meetings will be conducted at each agency's office with the remaining 8 being conducted by phone.
- Port/Consultant team review of the draft documents will be limited to one review cycle.

Deliverables

- Permit plan
- Meeting agendas and meeting notes

8.2. In-water Permits for Geotechnical Investigations

Consultant will prepare the permit applications and documentation necessary to secure permits to conduct the in-water geotechnical investigations necessary for the design of the project. These include:

- US Army Corps of Engineers Section 404 Nationwide Permit No. 6 – Survey Activities
- Oregon Department of Environmental Quality Section 401 Water Quality Certification
- Oregon Department of State Lands – Waterway Authorization
- Washington Department of Ecology Section 401 Water Quality Certification
- Washington Department of Fish and Wildlife Hydraulic Project Approval
- Washington Department of Natural Resources – Aquatic Land Use Authorization/Easement
- Written State Environmental Policy Act (SEPA) exemption from City of White Salmon
- Written Shoreline Substantial Development exemption from City of White Salmon

The proposed bridge crosses the Columbia River and is located in Oregon and Washington in two US Army Corps of Engineers (USACE) districts with jurisdictions: the Portland District is responsible for the Oregon side of the Columbia River while the Seattle District is responsible for the Washington side. Because the larger portion of the project area is located in Oregon and the Portland District is responsible for navigation projects in the river, it is anticipated that the USACE is likely to determine that the Portland District will be responsible for all USACE permitting for the project. According to the 2017 Nationwide Permit User's Guide, 401 water quality certifications are pre-certified and individual water quality certifications will not be required by ODEQ or Ecology. For the geotechnical investigations, the Washington Department of Fish and Wildlife (WDFW) will also require submittal and authorization of a Hydraulic Project Approval (HPA). Additionally, because the geotechnical exploration will occur in the river bottom owned by both Oregon and Washington, authorizations to conduct the investigations will be required from DSL and Washington Department of Natural Resources (DNR).

The Consultant will prepare and/or compile the necessary permitting information including a Joint Permit Application (JPA)/Joint Aquatic Resources Permit Applications (JARPA) and figures. The applications will include the necessary supplemental forms, aquatic survey, background information in the form of project description, best management practices (BMPs), mitigation plans, and cultural resources information in the JPA/JARPA forms.

Consultant will coordinate with permitting agencies to amend all permit applications for all remaining bridge pier locations. The initial set of applications identified six (6) boring locations, which will be updated to include twelve (12) boring locations.

Because the Columbia River is documented habitat for several species of fish listed under the ESA, compliance with the ESA must be documented. Based on permit requirements for similar geotechnical investigations in the Columbia River, this activity is typically considered to have no effect on ESA-listed fisheries or other ESA-listed

species. This scope of work includes preparation of a no effect memorandum, confirming that the project has been analyzed for its potential to affect species listed under the ESA, and that the proposed geotechnical investigation activities will have no effect on any species or critical habitat listed or proposed for listing under the ESA. This memorandum will be provided to the USACE as part of the JPA/JARPA submittal.

Finally, the geotechnical investigations will require written exemptions for SEPA and a Shoreline Substantial Development permit. The local agency responsible for this exemption is anticipated to be the City of White Salmon. The consultant will prepare exemption applications for submittal to the City and will meet with the City once to coordinate the exemption approvals.

Assumptions:

- The project will qualify as a Nationwide Permit (NWP) 6 for survey activities.
- A Section 404 permit will not be required because the project will not discharge fill in the Columbia River.
- Section 401 water quality certification requirements will be satisfied through issuance of the NWP 6 and are pre-certified according to DEQ and Ecology.
- The project will not require an individual ESA consultation with NOAA Fisheries or the U.S. Fish and Wildlife Service (USFWS). A BA will not be required for geotechnical investigations.
- No mitigation will be required for geotechnical site investigations.
- The activity is exempt from State Environmental Policy Act (SEPA), Shoreline Management Act (Revised Code of Washington 90.58.030), and local agency permitting requirements.
- Comments on the draft JPA/JARPA and no effect letter will be editorial in nature and minor in extent.
- Agency comments on final documents will be minor in extent and can be dealt with by email or telephone.
- Application fees are excluded.

Deliverables:

- JPA/JARPA with up to 6 figures
- No effect letter with up to 4 figures
- Up to 12 hours of post-application coordination with USACE, WDFW, DSL, DEQ, DNR, and City of White Salmon

8.3. US Coast Guard Permit Navigation Survey and Project Initiation Request

8.3.1. Navigation Survey

The scope, assumptions and deliverables for this task is included in Attachment A.

8.3.2. Bridge Permit Pre-Application Coordination

Consultant will follow the requirements of Office of Bridge Programs, U.S. Coast Guard (USCG), Bridge Permit Application Guide (COMDTPUB P16591.3D, July 2016) to prepare the Bridge Permit Initiation Request, including:

- Description of the project
- Project purpose and need
- List of potentially affected Federal and non-Federal entities
- Proposed schedule for filing Federal and State permit applications
- Description of the known existing project site conditions, potential changes to the waterway, and any other areas of concern.

Consultant will file a Bridge Project Initiation Request with the Coast Guard to initiate engagement with the 13th Coast Guard District in Seattle.

Up to three (3) meetings with the USCG are anticipated during the NEPA process to obtain concurrence with the proposed navigational opening.

Assumptions:

- Meetings with the USCG will occur in Seattle and have a duration of two (2) hours; up to three (3) Consultant staff (PM, Engineering Lead, and USCG Permit Lead) will attend

Deliverables:

- Bridge Project Initiation Request

8.4. Columbia River Gorge National Scenic Area (NSA) Permit

The project is located within the National Scenic Area (NSA) in Hood River and Klickitat counties where the new bridge will cross the Columbia River. The abutments of the proposed bridge are exempt from NSA regulations because they will be located within the Urban Areas of White Salmon and Hood River. The NSA designation on the river for both counties is “water” which is considered an Open Space designation. The jurisdiction, compliance standards, and process for the NSA permit(s) will be discussed with multiple agencies (cities, counties, Gorge Commission) through meetings with the Gorge Commission staff and Hood River County staff.. Consultant will focus discussions on clarifying compliance standards that include visual resources, biological resources, recreational facilities, bridge design, and conceptual architectural treatments for the replacement bridge.

The Consultant will prepare a NSA compliance table outlining the NSA standards and the design and mitigation measures associated with the Preliminary Preferred Alternative to address those standards. This table will be included in the meeting notes.

Assumptions

- The project will require compliance with the Columbia River Gorge Management Plan and Article 75 of the Hood River County code.
- The pre-application memorandum will provide broad findings, and pose questions to help inform compliance with the CRGC Management Plan and Article 75 of the Hood River County code.
- Up to three (3) meetings with the Gorge Commission staff and Hood River County staff will be held; meetings will be up to two (2) hours in duration and held in White Salmon. Up to five (5) Consultant staff will attend each meeting, including PM, bridge lead, visual lead, biology lead, and NSA permit lead.

Deliverables

- Meeting notes
- NSA compliance table

8.5. U.S. Army Corp of Engineers Permits

8.5.1. Section 10/404

Project activities will be located in the Columbia River, a water of the United States, and wetlands may be present within the project limits. The project will require an Individual Permit from USACE in accordance with Section 10 of the Rivers and Harbors Act (Section 10) as the Columbia is a navigable waterway and Section 404 of the Clean Water Act (Section 404) because the Columbia River is a water of the U.S. and fill is anticipated. The proposed bridge crosses the Columbia River and is located in Oregon and Washington in two US Army Corps of Engineers (USACE) districts with jurisdictions: the Portland District is responsible for the Oregon side of the Columbia River and the Seattle District is responsible for the Washington side. Because the larger portion of the project area is located in Oregon and the Portland District is responsible for navigation projects in the river, the USACE is likely to determine that the Portland District will be responsible for all USACE permitting. Because a permit decision by the USACE cannot be completed under after completion of the FEIS and the ROD (Task 5.13) and completion of more detailed design than currently covered by this scope, efforts under this task will not result in submittal of formal

applications. However, because the USACE permit is critical to the design of the bridge for this effort the Consultant will develop a permitting strategy.

A 2-hour meeting attended by up to three (3) Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review. The meeting will be combined with the meeting to discuss Section 408 review (Task 8.5.2)

Assumptions:

- The Consultant will use the USACE-approved OHWM elevation (elevation to be determined through published literature/coordination with USACE) and the biological OHWM previously located by the Consultant in the permit documents (Task 5.4.2).
- A 2-hour meeting attended by up to three (3) Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review.

Deliverables:

- Meeting agendas and summary notes

8.5.2. Section 408

The Columbia River includes a federally authorized navigation channel that will be crossed by the proposed bridge. The authorized channel is 27 feet deep and through the project area is generally 300 feet wide. Section 14 of the Rivers and Harbors Appropriation Act of 1899, as amended, and codified in 33 USC 408 (Section 408) provides that the Secretary of the Army may grant permission to other entities for the permanent or temporary alteration or use of any USACE Civil Works project, including navigation projects. This requires a determination that the requested alteration is “not injurious to the public interest” and will not “affect the USACE project’s ability to meet its authorized purpose.” This means that USACE has the authority to review, evaluate, and approve all alterations, including crossings, that could impact the channel to make sure the alterations are not harmful to the public and that the civil works projects will still meet their intended purposes. Because a decision by the USACE cannot be finalized until after completion of the FEIS and the ROD (Task 5.13) and completion of more detailed design than currently covered by this scope, efforts under this task will not result in submittal of formal applications. However, because the Section 408 review and authorization is critical to the design of the bridge this effort will develop an initial written request for a Section 408 initiation pursuant to USACE Engineering Circular 1165-2-216.

Under the Section 408 process, the USACE will determine the technical data and analysis required for review based on the specific potential of the project itself to impair the USACE-managed resources. The Consultant will meet with staff of the USACE Portland District, including Section 408 coordination staff, for early consultation to identify potential issues and focus efforts. The 2-hour meeting at the Portland District offices will be used to confirm the USACE-managed resources that could be impacted by the project and the non-federal sponsors involved. Following the early consultation meeting, the Consultant will prepare a written request to initiate Section 408 that will include:

- Project description.
- A statement regarding the need for permitting under Sections 10 and 404.
- A statement regarding the use of federally owned real property or property owned by a non-federal sponsor.
- A written statement from the non-federal sponsor(s) (if applicable) indicating the sponsor is not opposed to the project’s alteration of the Section 408 resource(s).
- Drawings, sketches, maps, and plans necessary to convey information about the project’s relationship to Section 408 resources.

The USACE will review the request and coordinate with the Consultant on the documentation required to initiate the Section 408 review.

Following the submittal of the written request, the Consultant will monitor the review process, coordinate with the USACE, and address questions that are raised by the agency. The Consultant will review and summarize the documents and data required for the review and/or other information developed by the USACE, note any implications for the project or its delivery, and provide the summary to the Port.

USACE guidance indicates that the Regulatory and Navigation offices will coordinate throughout the review of the project. Therefore, the coordination with the USACE under Task 8.5.1 will include coordination in regard to Section 408 matters. This task includes a, 2-hour meetings attended by up to three (3) Consultant team members conducted with the USACE at the Portland District offices to discuss the project and Section 408 permit review.

Assumptions:

- This task will complete the initial request and will identify what will be necessary for further Section 408 review but will not complete the formal process nor result in a determination from the USACE on compliance with Section 408.
- Drawings, sketches, maps, and plans necessary for the initial request will be completed under other tasks and are adequate for submittal to the USACE.
- Technical data and studies that may be required by the USACE are not included in this scope and additional needs will be determined after submittal and review of the initial written request.
- The Port is assumed not to be a non-federal sponsor of the USACE-managed resources (i.e., the Columbia River navigation channel).
- The USACE will accept the NEPA documentation completed for the project with FHWA (or others) as lead agency. A decision regarding Section 408 will not be completed until the issuance of the Record of Decision.
- Funding for USACE review of the Section 408 review is not included.
- The USACE will not require a Type II independent external panel review process and a review plan is not included.
- Comments and questions from the USACE can be answered by available information or materials developed with the scope of work and additional technical data or analysis will not be needed and is not included.
- One, 2-hour meetings attended by up to three (3) Consultant team members will be conducted with the USACE at the Portland District offices to discuss the project and Section 408 permit review.
- Completion of the Section 408 review process and construction period services that may be required as part of the Section 408 review are not included.

Deliverables

- Meeting agendas and summary notes (2)

8.5.3. [Section 404\(b\)\(a\) Alternatives Analysis - Reserved](#)

8.6. [Washington State Permits – Reserved](#)

8.6.1. [Washington State Department of Ecology – Section 401 Water Quality Certification – Reserved](#)

8.6.2. [Washington State Department of Fish and Wildlife Hydraulic Project Approval – Reserved](#)

8.6.3. [Department of Natural Resources – Aquatic Land Use Authorization/Easement – Reserved](#)

8.6.4. [Washington State Environmental Policy Act – Reserved](#)

8.7. Oregon State Permits – Reserved

- 8.7.1. Department of State Lands – Removal/Fill Permit – Reserved
- 8.7.2. DSL Waterway Authorization – Reserved
- 8.7.3. DEQ Water Quality Certification – Reserved
- 8.7.4. NPDES Permit (Not included as Contractor will be responsible applicant) – Reserved

8.8. Washington Local Agency Permits (City of White Salmon) – Reserved

8.9. Oregon Local Agency Permits – Reserved

9. CONTRACT CONTINGENCY

9.1. 2019 Contingency

All work under Task 6.3 (labor and direct expenses), except budget spent through September 30, 2019 is transferred to a contingency task; associated budget is similarly transferred to Task 9.1. This contingency sets aside budget that can be reallocated to subsequent geotechnical work conducted in 2020-21 or other project tasks as directed by the Port. Use of this contingency task requires subsequent written or email authorization by the Port before such work commences.

This contingency task has a budget of \$387,989 (original budget \$393,988 minus spent budget of \$5,999).

Figure 1. Survey Limits for Task 6.2



Attachment A. Revised Scope and Deliverables for Task 8.3.1 Navigation Study.

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Hood River Bridge Replacement Project

	(a)	(b)	(c)	(d)	(e)	(f)	
	Original	Spent thru 6/30/19	Budget Remaining	Cost to Complete 7/1/19 to End	Revised Budget (Amendment 2)	Reallo	
			(a-b)		(b+d)	(e-a)	
1	PROJECT MANAGEMENT	\$383,731.00	\$169,009.20	\$214,721.80	\$268,575.08	\$437,584.28	\$53,853.28
1.1	Project Management and Coordination	\$277,955.00	\$122,995.80	\$154,959.20	\$207,257.00	\$330,252.80	\$52,297.80
1.2	Client Progress Meetings	\$68,105.00	\$28,362.71	\$39,742.29	\$35,268.00	\$63,630.71	(\$4,474.29)
1.3	Consultant Team Coordination Meetings	\$26,773.00	\$12,578.78	\$14,194.22	\$16,171.00	\$28,749.78	\$1,976.78
1.4	Change Control	\$8,074.00	\$103.68	\$7,970.32	\$8,049.00	\$8,152.68	\$78.68
1.5	Risk Management	\$1,718.00	\$496.13	\$1,221.87	\$1,279.00	\$1,775.13	\$57.13
1.DE	Direct Expenses	\$1,106.00	\$4,472.10	(\$3,366.10)	\$551.08	\$5,023.18	\$3,917.18
2	Public involvement	\$299,697.00	\$115,855.55	\$183,841.45	\$153,901.00	\$269,756.55	(\$29,940.45)
2.1	Public Involvement Plan and Task Coordination	\$40,553.00	\$21,684.97	\$18,868.03	\$18,114.00	\$39,798.97	(\$754.03)
2.2	Stakeholder Interviews	\$20,615.00	\$18,619.47	\$1,995.53	\$0.00	\$18,619.47	(\$1,995.53)
2.3	Media Releases, Fact Sheets, and eNewsletters	\$16,257.00	\$4,507.57	\$11,749.43	\$11,661.00	\$16,168.57	(\$88.43)
2.4	Social Media, Digital Ads and Videos	\$8,265.00	\$2,379.22	\$5,885.78	\$3,670.00	\$6,049.22	(\$2,215.78)
2.5	Project Website Support	\$24,770.00	\$7,343.88	\$17,426.12	\$8,919.00	\$16,262.88	(\$8,507.12)
2.6	EIS Working Group	\$57,360.00	\$16,945.92	\$40,414.08	\$36,800.00	\$53,745.92	(\$3,614.08)
2.7	Stakeholder Working Groups	\$7,826.00	\$0.00	\$7,826.00	\$0.00	\$0.00	(\$7,826.00)
2.8	Public Open Houses	\$52,321.00	\$24,372.44	\$27,948.56	\$32,387.00	\$56,759.44	\$4,438.44
2.9	Public Comments	\$10,776.00	\$1,244.58	\$9,531.42	\$7,095.00	\$8,339.58	(\$2,436.42)
2.10	Community Outreach Events	\$19,482.00	\$8,997.93	\$10,484.07	\$7,954.00	\$16,951.93	(\$2,530.07)
2.11	Environmental Justice	\$16,961.00	\$4,419.74	\$12,541.26	\$9,225.00	\$13,644.74	(\$3,316.26)
2.12	Status Reports	\$8,434.00	\$3,416.19	\$5,017.81	\$6,839.00	\$10,255.19	\$1,821.19
2.DE	Direct Expenses	\$16,077.00	\$1,923.64	\$14,153.36	\$11,237.00	\$13,160.64	(\$2,916.36)
3	Project Delivery Coordination	\$19,509.00	\$0.00	\$19,509.00	\$0.00	\$0.00	(\$19,509.00)
3.1	Project Delivery Coordination	\$19,440.00	\$0.00	\$19,440.00	\$0.00	\$0.00	(\$19,440.00)
3.DE	Direct Expenses	\$69.00	\$0.00	\$69.00	\$0.00	\$0.00	(\$69.00)
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.1	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.DE	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Environmental	\$1,060,268.00	\$428,537.85	\$631,730.15	\$832,018.00	\$1,260,555.85	\$200,287.85
5.1	Environmental Study Plan and Coordination	\$38,626.00	\$17,616.97	\$21,009.03	\$54,322.00	\$71,938.97	\$33,312.97
5.2	Agency Coordination	\$115,512.00	\$66,400.24	\$49,111.76	\$53,905.00	\$120,305.24	\$4,793.24
5.3	Methodology Memoranda	\$28,246.00	\$27,931.63	\$314.37	\$0.00	\$27,931.63	(\$314.37)
5.4	Technical Report, Technical Memorandum, and Study Updates	\$266,994.00	\$227,033.93	\$39,960.07	\$129,837.00	\$356,870.93	\$89,876.93
5.4.1	Air Quality	\$12,136.00	\$13,134.72	(\$998.72)	\$3,486.00	\$16,620.72	\$4,484.72
5.4.2	Energy and Greenhouse Gases	\$16,397.00	\$11,799.45	\$4,597.55	\$3,486.00	\$15,285.45	(\$1,111.55)
5.4.3	Fish and Wildlife Technical Report	\$17,717.00	\$4,446.89	\$13,270.11	\$15,438.00	\$19,884.89	\$2,167.89
5.4.4	Geology and Soils	\$9,339.00	\$9,080.12	\$258.88	\$1,107.00	\$10,187.12	\$848.12
5.4.5	Hazardous Materials	\$20,458.00	\$20,029.60	\$428.40	\$1,404.00	\$21,433.60	\$975.60
5.4.6	Land Use	\$19,630.00	\$25,850.33	(\$6,220.33)	\$10,340.00	\$36,190.33	\$16,560.33
5.4.7	Noise	\$29,049.00	\$25,284.59	\$3,764.41	\$4,032.00	\$29,316.59	\$267.59
5.4.8	Social/Economic/ EJ and Parks/Recreation	\$47,152.00	\$50,278.81	(\$3,126.81)	\$11,413.00	\$61,691.81	\$14,539.81
5.4.9	Traffic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.4.10	Vegetation and Wetlands	\$32,847.00	\$12,255.72	\$20,591.28	\$30,314.00	\$42,569.72	\$9,722.72
5.4.11	Visual	\$32,428.00	\$23,752.66	\$8,675.34	\$26,338.00	\$50,090.66	\$17,662.66
5.4.12	Waterways and Water Quality	\$9,250.00	\$12,865.11	(\$3,615.11)	\$1,515.00	\$14,380.11	\$5,130.11
5.4.13	Cumulative Impacts Technical Report	\$20,591.00	\$18,255.93	\$2,335.07	\$20,964.00	\$39,219.93	\$18,628.93
5.5	ESA Section 7 Compliance	\$33,681.00	\$7,215.72	\$26,465.28	\$30,352.00	\$37,567.72	\$3,886.72
5.6	Cultural / NHPA Section 106 Compliance	\$94,111.00	\$21,149.47	\$72,961.53	\$131,830.00	\$152,979.47	\$58,868.47
5.7	Section 4(f) and Section 6(f)	\$21,595.00	\$2,227.80	\$19,367.20	\$27,625.00	\$29,852.80	\$8,257.80
5.8	Draft EIS Re-Evaluation	\$48,384.00	\$38,095.30	\$10,288.70	\$0.00	\$38,095.30	(\$10,288.70)
5.9	Supplemental Draft EIS	\$165,337.00	\$19,910.68	\$145,426.32	\$156,257.00	\$176,167.68	\$10,830.68
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS	\$76,199.00	\$0.00	\$76,199.00	\$76,192.00	\$76,192.00	(\$7.00)
5.11	Mitigation Plan	\$25,668.00	\$0.00	\$25,668.00	\$33,434.00	\$33,434.00	\$7,766.00
5.12	Final EIS	\$95,877.00	\$0.00	\$95,877.00	\$93,036.00	\$93,036.00	(\$2,841.00)
5.13	Record of Decision, Notice of Availability, and Statute of Limitations	\$29,562.00	\$0.00	\$29,562.00	\$29,562.00	\$29,562.00	\$0.00
5.14	Administrative Record	\$6,310.00	\$0.00	\$6,310.00	\$6,316.00	\$6,316.00	\$6.00
5.DE	Direct Expenses	\$14,166.00	\$956.11	\$13,209.89	\$9,350.00	\$10,306.11	(\$3,859.89)
6	Engineering	\$1,069,121.00	\$229,040.60	\$840,080.40	\$280,874.00	\$509,914.60	(\$559,206.40)
6.1	Engineering Coordination	\$147,696.00	\$47,294.84	\$100,401.16	\$78,455.00	\$125,749.84	(\$21,946.16)
6.2	Land Survey	\$14,740.00	\$14,012.50	\$727.50	\$0.00	\$14,012.50	(\$727.50)
6.3	Geotechnical	\$174,924.00	\$1,870.96	\$173,053.04	\$4,128.00	\$5,998.96	(\$168,925.04)
6.4	Hydraulics	\$30,851.00	\$25,128.28	\$5,722.72	\$0.00	\$25,128.28	(\$5,722.72)
6.5	Civil	\$163,881.00	\$85,613.76	\$78,267.24	\$66,349.00	\$151,962.76	(\$11,918.24)
6.5.1	Roadway Geometry	\$94,676.00	\$69,740.04	\$24,935.96	\$55,777.00	\$125,517.04	\$30,841.04
6.5.2	Traffic Control	\$17,924.00	\$6,059.88	\$11,864.12	\$0.00	\$6,059.88	(\$11,864.12)
6.5.3	Erosion Control	\$4,873.00	\$0.00	\$4,873.00	\$0.00	\$0.00	(\$4,873.00)
6.5.4	Storm Water	\$46,408.00	\$9,813.84	\$36,594.16	\$10,572.00	\$20,385.84	(\$26,022.16)
6.6	Bridge	\$190,796.00	\$27,249.19	\$163,546.81	\$51,201.00	\$78,450.19	(\$112,345.81)
6.7	Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.8	Architecture and Simulations	\$73,695.00	\$14,302.39	\$59,392.61	\$48,639.00	\$62,941.39	(\$10,753.61)
6.9	Cost Estimating	\$39,995.00	\$660.68	\$39,334.32	\$31,325.00	\$31,985.68	(\$8,009.32)
6.DE	Direct Expenses	\$232,543.00	\$12,908.00	\$219,635.00	\$777.00	\$13,685.00	(\$218,858.00)

Hood River Bridge Replacement Project

	(a)	(b)	(c)	(d)	(e)	(f)	
	Original	Spent thru 6/30/19	Budget Remaining	Cost to Complete 7/1/19 to End	Revised Budget (Amendment 2)	Reallo	
			(a-b)		(b+d)	(e-a)	
7	Transportation	\$160,724.00	\$117,114.02	\$43,609.98	\$12,163.00	\$129,277.02	(\$31,446.98)
7.1	Methodology Memorandum	\$12,930.00	\$7,785.98	\$5,144.02	\$0.00	\$7,785.98	(\$5,144.02)
7.2	Data Review and Collection	\$15,760.00	\$11,308.30	\$4,451.70	\$0.00	\$11,308.30	(\$4,451.70)
7.3	Existing and Future No Build Conditions Update	\$42,275.00	\$42,068.26	\$206.74	\$0.00	\$42,068.26	(\$206.74)
7.4	Build Alternatives Analysis Update	\$29,116.00	\$27,668.08	\$1,447.92	\$0.00	\$27,668.08	(\$1,447.92)
7.5	Transportation Technical Report	\$28,629.00	\$26,974.15	\$1,654.85	\$12,163.00	\$39,137.15	\$10,508.15
7.6	Tolling/Revenue Coordination	\$25,252.00	\$1,309.25	\$23,942.75	\$0.00	\$1,309.25	(\$23,942.75)
7.DE	Direct Expenses	\$6,762.00	\$0.00	\$6,762.00	\$0.00	\$0.00	(\$6,762.00)
8	Permit Assistance	\$154,950.00	\$127,075.70	\$27,874.30	\$25,847.00	\$152,922.70	(\$2,027.30)
8.1	Permit Plan and Coordination	\$27,552.00	\$22,672.25	\$4,879.75	\$8,419.00	\$31,091.25	\$3,539.25
8.2	In-water Permits for Geotechnical Investigations	\$17,201.00	\$11,562.38	\$5,638.62	\$5,581.00	\$17,143.38	(\$57.62)
8.3	US Coast Guard Permit	\$63,931.00	\$71,181.90	(\$7,250.90)	\$9,394.00	\$80,575.90	\$16,644.90
8.4	Columbia River Gorge National Scenic Area (NSA) Permit	\$16,700.00	\$18,135.46	(\$1,435.46)	\$2,221.00	\$20,356.46	\$3,656.46
8.5	U.S. Army Corp of Engineers Permits	\$23,164.00	\$3,523.71	\$19,640.29	\$0.00	\$3,523.71	(\$19,640.29)
8.6	Washington State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.1	Washington State Department of Ecology – Section 401 Water Quality Certification	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.2	Washington State Department of Fish and Wildlife Hydraulic Project Approval	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.3	Department of Natural Resources – Aquatic Land Use Authorization/Easement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.4	Washington State Environmental Policy Act	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7	Oregon State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.1	Department of State Lands – Removal/Fill Permit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.2	DSL Waterway Authorization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.3	DEQ Water Quality Certification	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.4	NPDES Permit (Not included as Contractor will be responsible applicant)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.8	Washington Local Agency Permits (City of White Salmon)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.9	Oregon Local Agency Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.DE	Direct Expenses	\$6,402.00	\$0.00	\$6,402.00	\$232.00	\$232.00	(\$6,170.00)
9	Contract Contingency	\$0.00	\$0.00	\$0.00	\$387,989.00	\$387,989.00	\$387,989.00
9.1	2019 Contingency	\$0.00	\$0.00	\$0.00	\$168,698.00	\$168,698.00	\$168,698.00
9.DE	Direct Expenses			\$0.00	\$219,291.00	\$219,291.00	\$219,291.00
Task Totals		\$3,148,000.00	\$1,186,632.92	\$1,961,367.08	\$1,961,367.08	\$3,148,000.00	\$0.00

Hood River Bridge Replacement Project
Billing Rate Sheet

Exhib
Rate Sched
Amended Oct. 22, .

WSP USA Inc.

Employee Name	Employee Title	Billing Rate 2018	Billing Rate 2019	Billing Rate 2020	Billing Rate 2021
Angela Findley	Sr Planning Manager	\$201.31	\$236.74	\$245.03	\$253.61
Scott Polzin	Sr Planning Manager	\$190.23	\$196.89	\$203.78	\$210.91
Mark Hirota	Sr Supv Engineer	\$230.37	\$238.43	\$246.78	\$255.42
Mat Dolata	Supv Engineer	\$176.63	\$182.81	\$189.21	\$195.83

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Office Asst I	\$71.78	\$74.29	\$76.89	\$79.58
	Office Asst II	\$83.21	\$86.12	\$89.13	\$92.25
	Sr Office Asst	\$97.28	\$100.68	\$104.20	\$107.85
	Sr Project Accountant	\$162.12	\$167.79	\$173.66	\$179.74
	Supv Project Accountant	\$191.98	\$198.70	\$205.65	\$212.85
	Asst Engineer	\$97.28	\$100.68	\$104.20	\$107.85
	Engineer I	\$113.28	\$117.24	\$121.34	\$125.59
	Engineer II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Engineer	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Engineer	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Engineer	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Engineer	\$271.11	\$280.60	\$290.42	\$300.58
	Sr Engineering Mgr	\$353.56	\$365.93	\$378.74	\$392.00
	Sr Supv Estimator	\$271.11	\$280.60	\$290.42	\$300.58
	Asst Planner	\$97.28	\$100.68	\$104.20	\$107.85
	Planner I	\$113.28	\$117.24	\$121.34	\$125.59
	Planner II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Planner	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Planner	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Planner	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Planner	\$271.11	\$280.60	\$290.42	\$300.58
	Sr Planning Manager	\$353.56	\$365.93	\$378.74	\$392.00
	Lead Estimator	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Estimator	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Estimator	\$271.11	\$280.60	\$290.42	\$300.58
	Consultant I	\$162.12	\$167.79	\$173.66	\$179.74
	Consultant II	\$191.98	\$198.70	\$205.65	\$212.85
	Consultant III	\$228.52	\$236.52	\$244.80	\$253.37
	Principal Consultant I	\$271.11	\$280.60	\$290.42	\$300.58
	Principal Consultant II	\$353.56	\$365.93	\$378.74	\$392.00
	Technical Specialist III	\$162.12	\$167.79	\$173.66	\$179.74
	Sr Technical Specialist	\$191.98	\$198.70	\$205.65	\$212.85
	Prin Technical Specialist	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Prin Technical Specialist	\$271.11	\$280.60	\$290.42	\$300.58
	CADD Operator II	\$83.21	\$86.12	\$89.13	\$92.25
	CADD Operator III	\$97.28	\$100.68	\$104.20	\$107.85
	Sr CADD Operator I	\$113.28	\$117.24	\$121.34	\$125.59
	Sr CADD Operator II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr CADD Operator III	\$162.12	\$167.79	\$173.66	\$179.74
	Sr CADD Designer I	\$113.28	\$117.24	\$121.34	\$125.59
	Sr CADD Designer II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr CADD Designer III	\$162.12	\$167.79	\$173.66	\$179.74
	Computer Graphics Specialist I	\$83.21	\$86.12	\$89.13	\$92.25
	Computer Graphics Specialist II	\$97.28	\$100.68	\$104.20	\$107.85
	Computer Graphics Specialist III	\$113.28	\$117.24	\$121.34	\$125.59
	Computer Graphics Specialist IV	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Computer Graphics Specialist	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Computer Graphics Specialist	\$191.98	\$198.70	\$205.65	\$212.85
	Marketing Assistant I	\$83.21	\$86.12	\$89.13	\$92.25
	Marketing Assistant III	\$113.28	\$117.24	\$121.34	\$125.59
	Mkt Specialist	\$162.12	\$167.79	\$173.66	\$179.74
	Mgr Business Dev Sup	\$191.98	\$198.70	\$205.65	\$212.85
	Asst Architect	\$97.28	\$100.68	\$104.20	\$107.85
	Architect I	\$113.28	\$117.24	\$121.34	\$125.59
	Architect II	\$132.46	\$137.10	\$141.90	\$146.87

Hood River Bridge Replacement Project

Billing Rate Sheet

	Sr Architect	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Architect	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Architect	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Architect	\$271.11	\$280.60	\$290.42	\$300.58
	Sr Architectural Mgr	\$353.56	\$365.93	\$378.74	\$392.00
	Asst Environmental Scientist	\$97.28	\$100.68	\$104.20	\$107.85
	Environmental Scientist I	\$113.28	\$117.24	\$121.34	\$125.59
	Environmental Scientist II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Environmental Scientist	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Environmental Scientist	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Environmental Scientist	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Environmental Scientist	\$271.11	\$280.60	\$290.42	\$300.58
	CADD Supv I	\$132.46	\$137.10	\$141.90	\$146.87
	Intern II	\$83.21	\$86.12	\$89.13	\$92.25

Highlighted job classifications are due to the WSP acquisition of BergerAbam

Hood River Bridge Replacement Project

Billing Rate Sheet

Aqua Terra Cultural Resource Consultants, LLC

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Principal	\$125.00	\$129.38	\$133.91	\$138.60
	Senior Archaeologist	\$96.00	\$99.36	\$102.84	\$106.44
	Project Archaeologist	\$85.00	\$87.98	\$91.06	\$94.25
	Architectural Historian	\$96.00	\$99.36	\$102.84	\$106.44
	CR Technician I	\$75.00	\$77.63	\$80.35	\$83.16
	CR Technician II	\$78.00	\$80.73	\$83.56	\$86.48
	Administrative	\$75.00	\$77.63	\$80.35	\$83.16

Hood River Bridge Replacement Project

Billing Rate Sheet

Envirolssues, Inc.

Employee Name	Employee Title	Billing Rate 2018	Billing Rate 2019	Billing Rate 2020	Billing Rate 2021
Anne Pressentin	Senior Associate	\$166.61	\$172.44	\$178.48	\$184.73

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Project Coordinator	\$81.85	\$84.71	\$87.67	\$90.74
	Business Development Coordinator	\$81.85	\$84.71	\$87.67	\$90.74
	Business Development Associate	\$96.46	\$99.84	\$103.33	\$106.95
	Associate I	\$96.46	\$99.84	\$103.33	\$106.95
	Associate II	\$122.77	\$127.07	\$131.52	\$136.12
	Associate III	\$154.92	\$160.34	\$165.95	\$171.76
	Graphic Designer	\$81.85	\$84.71	\$87.67	\$90.74
	Graphic Designer I	\$96.46	\$99.84	\$103.33	\$106.95
	Graphic Designer II	\$122.77	\$127.07	\$131.52	\$136.12
	Graphic Designer III	\$154.92	\$160.34	\$165.95	\$171.76
	Information Systems	\$81.85	\$84.71	\$87.67	\$90.74
	Information Systems Associate I	\$96.46	\$99.84	\$103.33	\$106.95
	Information Systems Associate II	\$122.77	\$127.07	\$131.52	\$136.12
	Information Systems Associate III	\$154.92	\$160.34	\$165.95	\$171.76
	Senior Associate	\$195.85	\$202.70	\$209.79	\$217.13

Exeltech Consulting, Inc.

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	President	\$230.00	\$238.05	\$246.38	\$255.00
	Bridge Program Manager	\$170.00	\$175.95	\$182.11	\$188.48
	Senior Project Engineer	\$167.00	\$172.85	\$178.90	\$185.16
	Project Manager	\$157.00	\$162.50	\$168.19	\$174.08
	Senior Bridge Engineer	\$132.00	\$136.62	\$141.40	\$146.35
	EIT	\$83.00	\$85.91	\$88.92	\$92.03
	Senior Detailer	\$85.00	\$87.98	\$91.06	\$94.25
	Detailer	\$64.00	\$66.24	\$68.56	\$70.96
	Documentation Assistant	\$85.00	\$87.98	\$91.06	\$94.25

Foundation Engineering, Inc.

* Audited OH Rate increase effective 6/1/19

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Principal Engineer	\$202.70	\$222.31	\$230.09	\$238.14
	Senior Engineer	\$167.95	\$185.36	\$191.85	\$198.56
	Project Engineer	\$108.59	\$119.09	\$123.26	\$127.57
	Project Geologist	\$103.29	\$115.85	\$119.90	\$124.10
	Staff Engineer	\$94.66	\$103.83	\$107.46	\$111.22
	Clerical	\$97.44	\$106.86	\$110.60	\$114.47

Hood River Bridge Replacement Project

Billing Rate Sheet

HHPR

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Senior Principal	\$225.00	\$232.88	\$241.03	\$249.47
	Senior Bridge Engineer	\$200.00	\$207.00	\$214.25	\$221.75
	Structural Manager	\$175.00	\$181.13	\$187.47	\$194.03
	Project Manager	\$190.00	\$196.65	\$203.53	\$210.65
	Project Engineer	\$175.00	\$181.13	\$187.47	\$194.03
	Construction Manager	\$175.00	\$181.13	\$187.47	\$194.03
	Senior Scientist	\$160.00	\$165.60	\$171.40	\$177.40
	Civil Engineer	\$150.00	\$155.25	\$160.68	\$166.30
	Structural Engineer	\$140.00	\$144.90	\$149.97	\$155.22
	Senior Planner	\$150.00	\$155.25	\$160.68	\$166.30
	Senior Landscape Architect	\$150.00	\$155.25	\$160.68	\$166.30
	Landscape Architect	\$130.00	\$134.55	\$139.26	\$144.13
	Quality Control Engineer	\$190.00	\$196.65	\$203.53	\$210.65
	Senior Civil Designer	\$150.00	\$155.25	\$160.68	\$166.30
	Planner	\$125.00	\$129.38	\$133.91	\$138.60
	Civil Designer	\$125.00	\$129.38	\$133.91	\$138.60
	Structural Designer	\$125.00	\$129.38	\$133.91	\$138.60
	Inspector	\$110.00	\$113.85	\$117.83	\$121.95
	BIM Specialist	\$130.00	\$134.55	\$139.26	\$144.13
	Landscape Designer	\$105.00	\$108.68	\$112.48	\$116.42
	Scientist	\$100.00	\$103.50	\$107.12	\$110.87
	Assistant Planner	\$95.00	\$98.33	\$101.77	\$105.33
	CAD Technician	\$105.00	\$108.68	\$112.48	\$116.42
	CAD Technician II	\$85.00	\$87.98	\$91.06	\$94.25
	Survey Manager	\$170.00	\$175.95	\$182.11	\$188.48
	Project Surveyor	\$150.00	\$155.25	\$160.68	\$166.30
	Survey Technician	\$110.00	\$113.85	\$117.83	\$121.95
	Survey Crew (Crew Chief)	\$120.00	\$124.20	\$128.55	\$133.05
	Survey Crew (Instrument Person)	\$80.00	\$82.80	\$85.70	\$88.70
	Senior Clerical	\$125.00	\$129.38	\$133.91	\$138.60
	Graphics Artist	\$125.00	\$129.38	\$133.91	\$138.60
	Clerical	\$90.00	\$93.15	\$96.41	\$99.78

Marianne Zarkin Landscape Architect LLC

Employee Name	Employee Title	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
Marianne Zarkin	Principal Landscape Architect	\$140.00	\$144.90	\$149.97	\$155.22
LA Staff	Landscape Architect	\$110.00	\$113.85	\$117.83	\$121.95
LA Admin	LA Admin	\$75.00	\$77.63	\$80.35	\$83.16

Northwest Hydro, Inc.

Employee Name	Employee Title	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
James Glaeser	Hydrographer	\$105.00	\$108.68	\$112.48	\$116.42
Field Staff	2 staff crew w/ vessel	\$225.00	\$232.88	\$241.03	\$249.47

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Commission Memo



Prepared by: Anne Medenbach
Date: October 22, 2019
Re: ODOT Grant Amendment No. 2

On June 21st, staff submitted a Request for Change Order to ODOT for the ConnectOregon VI (COVI) grant for the Ken Jernstedt Airfield. This is a \$1,364,900 grant with an approximately \$802,000 match pledged from the Port.

Change Order No. 1 extended the completion date from 8/30/18 to 9/30/19. At that time, staff understood that the EA and wetland permits would likely be completed, and the work could be done by that date. The Port has yet to receive the USACE wetland permit, although it is expected shortly. The grant deadline for using the funds is April 5, 2020. As the Port has not yet bid the work, this completion date is not possible.

The grant has built in a 90-day extension allowance to the final estimated completion date. Staff has requested that the completion date be extended to 6/30/20. This, paired with a 90-day extension, will ensure that the project is complete within the current understood timeframe and the construction season. Even if there is a late winter and the majority of the work does not start until May, this timeframe is feasible.

RECOMMENDATION: Approve Amendment No. 2 to the grant agreement with the Connect Oregon Fund Program for the Aviation Technology & Emergency Response Center project.

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AMENDMENT NUMBER 02
CONNECTOREGON VI
OREGON DEPARTMENT OF TRANSPORTATION
CONNECTOREGON FUND PROGRAM 2016
Project Name: Aviation Technology & Emergency Response Center

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and **Port of Hood River**, acting by and through its Board of Commissioners, hereinafter referred to as “Recipient,” entered into on January 30, 2017, and Amendment No. 1 dated January 9, 2019.

It has now been determined by ODOT and Recipient that the Agreement referenced above shall be amended to extend Table 1 milestones, and amend ADA language in Exhibit B.

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

- 2. **Amendment to Agreement.**

Exhibit B shall be deleted in its entirety and replaced with the attached Revision No. 2 - Exhibit B. All references to “Revised Exhibit B” shall hereinafter be referred to as “Revision No. 2 - Exhibit B.”

EXHIBIT A, Section B, PROJECT KEY MILESTONES AND SCHEDULE, Page 13, which reads:

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has four (4) Key Milestone(s). Key Milestones are used for evaluating performance on Project as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 1/5/2017

The estimated completion date of Project is: 9/30/19

Table 1: Key Milestones

Key Milestones	Description	Estimated Due Date
1	Scoping and planning	NA

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2	Right of way and land acquisition	NA
3	Permits	10/31/18
4	Final plans/bidding engineering documents	11/30/18
5	Construction contract award	3/31/19
6	Project completion	9/30/19

Shall be deleted in its entirety and replaced with the following:

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has four (4) Key Milestone(s). Key Milestones are used for evaluating performance on Project as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 1/5/2017

The estimated completion date of Project is: 6/30/2020

Table 1: Key Milestones

Key Milestones	Description	Estimated Due Date
1	Scoping and planning	NA
2	Right of way and land acquisition	NA
3	Permits	8/30/2019
4	Final plans/bidding engineering documents	8/1/2019
5	Construction contract award	10/15/19
6	Project completion	6/30/2020

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

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

The Oregon Transportation Commission at its August 2016 meeting approved the *ConnectOregon* VI project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

PORT OF HOOD RIVER, by and through its Board of Commissioners

By _____

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient Counsel

Date _____

Recipient Contact:
Michael McElwee, Executive Director
1000 E Port Marina Drive
Hood River, OR 97301
(541)386-1645
mmcelwee@portofhoodriver.com

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Connect Oregon Program Manager

Date _____

By _____
Active Transportation Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General
Date: _____

State Contact:
Katie Thiel, Connect Oregon Program Manager
555 13th St NE, Suite 2
Salem, Oregon 97301-4178
503-986-3327
Katie.THIEL@odot.state.or.us

**Revision No. 2 - EXHIBIT B
Recipient Requirements**

- I. Recipient shall comply with all applicable requirements of ORS 367.080 to 367.086, OAR chapter 731, Division 35. Failure by Recipient to comply with these requirements will subject Recipient to the sanctions as described in OAR 731-035-0080.
- II. Recipient shall comply with ORS 280.518, which requires any economic development program financed with proceeds from the state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. ODOT will provide standard signage as appropriate. If Recipient chooses to make a custom sign, Recipient must obtain written approval from ODOT's ConnectOregon Program Manager to use its custom sign and Recipient shall be responsible for the cost of such custom signage. If Project site is remote and a sign would not be visible to the public, Recipient shall provide proof to ODOT's ConnectOregon Program Manager that Recipient has specified in its program information that Project is financed with proceeds from the state lottery.
- III. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- IV. Recipient acknowledges and agrees that, whenever OAR 839-025-0230(4) requires ODOT as the public agency providing public funds for a project that is a public work under ORS 279C.800(6)(a)(B) to pay the fee required under ORS 279C.825, ODOT will calculate and pay the fee and deduct the amount of the fee from Recipient's Grant Funds under this Agreement.
- V. Recipient shall notify ODOT's Project Liaison and ODOT's ConnectOregon Program Manager in writing when any contact information changes during the term of this Agreement.
- VI. Recipient must provide matching funds in an amount equal to thirty (30) percent of the eligible Project Costs. Matching funds must be used for elements necessary for implementation of Project, including land, excavation, permits, engineering, payroll, special equipment purchase, rental or lease. Recipient is responsible for all costs in excess of the Grant Funds.
- VII. Recipient shall pay back all of the Grant Funds to ODOT if Project is not completed in accordance with, or consistent with Exhibit A and Exhibit E, as each may be amended. Recipient obligations for Recovery of Grant Funds are provided in Section 6.d of this Agreement.
- VIII. Recipient and ODOT's Project Liaison shall, upon completion of all on-site work for the Project, perform an on-site review. Once review is completed, the ODOT Project

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Liaison may recommend acceptance of Project by signing the ConnectOregon "Recommendation of ODOT/ Port of Hood River Agreement No. 31641 Acceptance" (Form 734-2649), which also must be signed by Recipient. The form is available at: http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

- IX.** Recipient shall, at its own expense, maintain and operate Project upon completion and throughout the useful life of Project at a minimum level that is consistent with normal depreciation or service demand or both. ODOT and Recipient agree that the useful life of Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon* VI grant, represented and certified to sufficient funds and to its ability to operate and maintain Project. Recipient may not transfer, convey, sell or lease the property and assets of the Project during the useful life of the Project without the prior written approval of ODOT. Such approval shall not be unreasonably withheld. Recipient agrees to require any successor owner of the Project property to comply with this requirement. Failure to comply with this requirement may be remedied by Recipient or its successor in interest by (a) restoring the property to the uses(s) required by this Agreement or (b) repayment of expended funds. In the event repayment of expended funds is required, the amount determined using the Straight Line Depreciation (SLD) method must be repaid to ODOT. The SLD is calculated by taking the grant amount divided by twenty years. ODOT may conduct site reviews of the Project as provided in Section 8.a of this Agreement throughout the useful life of the Project. This paragraph shall survive any expiration or termination of this Agreement.
- X.** Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed. These photographs must be provided to the ODOT Project Liaison and ODOT's *ConnectOregon* Program Manager.
- XI.** If sidewalk, curb ramp and traffic signal improvements are on or along a state highway, Recipient shall:
- a.** Work with the ODOT contact to obtain a miscellaneous permit to occupy state right of way through the ODOT District Office prior to the commencement of construction.
 - b.** Ensure Project meets current *ODOT Highway Design Manual* design standards for the work that is on or along the state highway.
 - c.** Work with ODOT's contact when on any traffic signal timing signal improvements are involved. ODOT maintains responsibility, unless an agreement exists with Recipient that specifically allows Recipient to perform that function. As part of those traffic signal responsibilities ODOT shall:
 - i.** Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on.

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- ii. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed.
- iii. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current *Manual on Uniform Traffic Control Devices*, and the current ODOT's *Traffic Signal Policy and Guidelines*.
- iv. Maintain the pavement surrounding the vehicle detector loops installed in the state highway in such a manner as to provide adequate protection for said detector loops at its own expense upon completion of the project.
- v. Maintain the pavement markings and signing installed on the state highway in accordance with current ODOT standards.

XII. Americans with Disabilities Act Compliance:

a. **State Highway: For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):**

- i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.

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- v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads: For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
- i. Pedestrian access is maintained as required by the ADA,

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- ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.

XIII. Additional requirements

a. Prerequisites for Reimbursement of Costs – General

- i. **Prior approvals.** Recipient shall provide documentation of having met all preconstruction requirements, including, but not limited to, meeting all public agency conditions of Project approval and obtaining all Project-specific land entitlements and permits, including Environmental Impact Statement, prior to any construction costs (labor and material) being considered eligible for reimbursement or reimbursed. Project Costs will be reimbursed from Grant Funds only through the design phase of Project until all applicable documentation is received by ODOT. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager.
- ii. **Matching Funds.** Recipient shall provide documentation of having secured the matching funds prior to any construction costs (labor and material) being considered eligible for reimbursement or reimbursed from Grant Funds. The matching funds must be available and ODOT/ Port of Hood River Agreement No. 31641 committed for the duration of Project. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager. Required proof of match would be met with the following a) a bank statement or proof of a bank loan for the Project, b) an approved operational budget for the Project, c) minutes of a board meeting authorizing funding for the Project, d) or a resolution authorizing Project funds and the match funds.

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- iii. Pre-construction estimate.** Recipient shall provide a pre-construction estimate based on the final design prior to any construction (labor and material) costs being considered eligible for reimbursement or reimbursed from Grant Funds. Project Costs will only be reimbursed through the design phase of Project until all applicable documentation is received. Recipient shall provide this documentation to ODOT's ConnectOregon Program Manager.

- iv. General Standards.** The Project shall be completed within industry standards and best practices to ensure the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

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Commission Memo



Prepared by: Michael McElwee
Date: October 22, 2019
Re: Strategic Business Plan Update – Terry Moore

At the October 8, 2019 Commission meeting, staff presented a recommended approach for development of the Port’s 2019-2026 Strategic Business Plan (“Plan”). The Commission directed staff to begin preparation of the Plan based on that approach.

The initial step in this process is to execute the contracts for the various consultants who will assist staff and the Commission with this important project. Attached is the draft contract with Good Next Steps, LLC (Terry Moore) for key strategy, organization and writing tasks.

RECOMMENDATION: Authorize contract with Good Next Steps, LLC for assistance with preparation of the Port of Hood River 2019-26 Strategic Business Plan not to exceed \$35,000.

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PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “**Port**”), and Good Next Steps, LLC (hereinafter referred to as “**Consultant**”).

In consideration of the mutual covenants set forth in this Agreement, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant is generally described as assisting with preparation of the Port’s 2019-26 Strategic Business Plan.
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit ‘A’** (“Services”) and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on **June 30, 2020** or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A (“Additional Services”). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of this Agreement however it is agreed and understood that the Consultant must use sound professional practices.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement in an amount not to exceed **\$35,000** (“Compensation”), unless otherwise approved by the Port. Any direct expenses incurred by the Consultant (“Reimbursable Expenses”) are included in that total fee amount.

Consultant shall submit monthly invoices computed on the basis of hours worked and tasks completed to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant understands the locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
 - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.
9. **CONSULTANT'S INSURANCE:**
Consultant shall keep and maintain the following insurance for the duration of the contract period:

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Prior to commencing any work under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- d. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the negligent acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the

indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.

11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port, and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
12. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
13. **SUBCONSULTANTS:**
 - a. **General.** The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
 - b. **Sub-Consultant Commitments:** All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
 - i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
 - ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement
 - iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.
14. **TERMINATION NOT-FOR-CAUSE:** In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

- a. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
 - i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
 - b. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
 - c. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
 - d. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
 - e. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
- 15. FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.
- 16. RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement.

This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.
18. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**
 - a. **Public Records.** The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
 - b. **Confidential or Proprietary Materials.** If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
 - c. **Stakeholder.** In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.
19. **DESIGNATION OF REPRESENTATIVES:** The Port hereby designates Michael McElwee, Executive Director and the Consultant hereby designates Mark Hirota, P.E. as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this

Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.

21. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to “writing” include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.
28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne

equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.

- 29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
- 30. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS FOR EVENTS BEYOND THE CONSULTANTS CONTROL; **PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL IN NO WAY DIMINISH CONSULTANTS PROFESSIONAL LIABILITY INSURANCE COVERAGES OR DEFENSE OBLIGATIONS OTHERWISE AVAILABLE TO CONSULTANT UNDER ANY CONSULTANT PROFESSIONAL LIABILITY POLICY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of October, 2019.

Good Next Steps, LLC

PORT OF HOOD RIVER

Name: Terry Moore, FAICP

Name: Michael S. McElwee

Principal
Title

Executive Director
Title

Phone: (541) 359-5374
Email:goodnextsteps@gmail.com
825 Carroll Road
Moiser, OR 97040
EIN:83-0807597

Phone: (541) 386-1138
Email:mmcelwee@portofhoodriver.com
1000 E. Port Marina Drive
Hood River, OR 97031

EXHIBIT A

Scope of Work

Port of Hood River Strategic Business Plan Terry Moore, GNS LLC

Background

In September and October 2019 Port of Hood River (Port) staff asked Good Next Steps, LLC (“GNS”) to assist in preparation of the 2019-26 Strategic Business Plan (“SBP”) for the Port. At their October 5, 2019 meeting the Port Commission approved a Project Summary (“Summary”) that outlined the overall approach, key steps and schedule approach to complete the project.

Following is the scope of work to be provided by Terry Moore.

Assumptions

The *Summary* of the scope of work provides a structure and guidance for GNS participation:

- **Schedule.** Work on the SBP will begin in November 2019 and end by July 2020. In general, it will move from technical work (Nov – Mar), to strategies and action (Apr – May), to draft and final documents (May – June).
- **Project Management.** Michael McElwee of the Port will serve as overall project manager. Port staff involved in all aspects of the development of the SBP, including research and report production.
- **Project Coordination.** Port staff will have responsibility for ensuring coordination among all the pieces and players, that the final report meets agreed upon expectations (for content, format, and quality), and is on time and on budget.
- **GNS Role.** These are listed in the Summary as “Strategy, Organization, Writing.” The Summary scope provides an outline of the SBP final document.

Scope of Work

Overview

GNS will provide advice and assistance on all aspects of the project. The development of a strategic plan has many components: data collection, evaluation, stakeholder and public engagement, interaction with the Port Commission, report writing, report production, and more. GNS will assume primary responsibility for the following aspects of the project:

-
- Strategy and Organization. e.g., How to follow and when to amend the initial scope of work. Facilitating some meetings on the SBP with the Commissioners.
 - Research and quality control. e.g., Review of technical appendices. Development of Plan strategies and actions.
 - Report writing. e.g., Adjusting the draft outline to improve the report or make it better correspond to the structure and evidence in the technical appendices.

In broad terms, GNS will help strategy and management for the project. Moore will communicate with Port staff by phone, email, or in person at key milestones, and to be available at any time for consultation on the inevitable host of management issues that will evolve during the course of the project.

By Type of Activity

Strategy and Organization

Moore will provide advice and assistance on all aspects of project management.

As a subset of this activity, GNS will help design and facilitate two work sessions with the Board of Commissioners:

November: review Plan purposes, content, activities, milestones; how the Port Commission wants to be involved; Vision/Mission/Values, etc.)

April: Conclusions from the technical work; implications for issues that need special attention; brainstorming of Strategies and Actions for investigation, etc.).

Research and Quality Control

The Strategies and Actions of the SBP build from the data. The major data-collection and evaluation efforts of the SBP scope occur in Nov – March, and are primarily the Situation Assessment and Community Engagement (including Survey). GNS will review all this work and will advise staff on its relevance, completeness, readability, and conclusions. In April and May, GNS will work with Port staff and Commissioners to identify, evaluate, and refine Strategies and Actions that respond to the findings of the Situation Assessment, community opinion, and any other sources the Port deems relevant.

Report Writing

The SBP report cannot be written until the technical work is complete and the Commissioners have weighed in on their views of the implications for Strategies and Actions. In the previous task, GNS will help ensure that the technical work gets documented in ways that support the report: as technical appendices in a common format. In April and May, GNS will help create a draft of the SBP. He will write some parts (probably on Strategies and Actions); the Port staff will write others (probably on Plan

background and community engagement). The exact assignments will be determined and mutually agreed to by Moore and the Port by around March.

Schedule

The schedule moves, broadly, from technical work (Nov – Mar), to strategies and action (Apr – May), to draft and final documents (May – June). Moore will be involved throughout the schedule, as follows:

- Strategy and Organization. Time will be distributed roughly evenly over the eight months of the project.
- Research and quality control. Time will be distributed about evenly over Nov – April.
- Report Writing. Time will start in December and grow each month to the end of June. The most intensive period will be mid-April to mid-June.

Professional Fee

The budget cap for GNS work on the project is \$35,000. Moore will bill for time and expenses, not to exceed that amount.

Moore’s hourly rate is \$190/hour. Reimbursable expenses are billed at cost and should be relatively small (on the order of 1% of the budget or less).

For the purposes of project management, the Port and GNS agree that an *approximate* division of time and cost among activities is:

Strategy and Organization (30%)	54 hours	~ \$10,500
Research and Quality Control (30%)	54 hours	~ \$10,500
Report Writing (40%)	72 hours	~ \$14,000
Total	178 hours	\$35,000

These estimates by activity notwithstanding, the Port and GNS agree that time can be shifted among activities as long as the budget cap is not exceeded.

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Commission Memo



Prepared by: Genevieve Scholl
Date: October 22, 2019
Re: Strategic Business Plan Update – EnviroIssues

At the October 8, 2019 Commission meeting, the Board directed staff to develop a robust public outreach component for preparation of the 2019-2026 Strategic Business Plan (SBP), to include constituent surveys to collect data in all areas of Port operations to inform Commission decision-making.

EnviroIssues is the subcontractor to WSP currently leading the public outreach effort for the bridge replacement FEIS project. Their expertise and current active engagement with a large sector of Port constituents and stakeholders could provide direct benefit to the SBP effort in terms of leveraging the two efforts to provide efficient and effective deployment of public outreach efforts. Anne Pressentin is the lead in the FEIS effort for EnviroIssues and has provided the attached proposal for the SBP effort.

If approved, Ms. Pressentin would work closely with staff to develop and deploy public outreach and surveys, and present findings to the Commission during one of the planned work sessions.

RECOMMENDATION: Authorize contract with EnviroIssues for assistance with public outreach related to the Port of Hood River 2019-26 Strategic Business Plan not to exceed \$19,000, plus reasonable reimbursable expenses.

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PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “Port”), and EnviroIssues (hereinafter referred to as “Consultant”).

In consideration of the mutual covenants set forth in this Agreement, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant is generally described as assisting with public outreach phase of preparation of the Port’s 2019-26 Strategic Business Plan.
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit ‘A’** (“Services”) and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on **June 30, 2020** or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A (“Additional Services”). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of this Agreement however it is agreed and understood that the Consultant must use sound professional practices.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement in an amount not to exceed **\$19,000** (“Compensation”), unless otherwise approved by the Port. Any direct expenses incurred by the Consultant (“Reimbursable Expenses”) are included in that total fee amount.

Consultant shall submit monthly invoices computed on the basis of hours worked and tasks completed to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant understands the locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
 - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.
9. **CONSULTANT'S INSURANCE:**
Consultant shall keep and maintain the following insurance for the duration of the contract period:
- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general

aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.

- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Prior to commencing any work under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- d. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the negligent acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.

11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port, and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
12. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
13. **SUBCONSULTANTS:**
- a. **General.** The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
- b. **Sub-Consultant Commitments:** All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
- i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
 - ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement
 - iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
- The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.
- Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.
14. **TERMINATION NOT-FOR-CAUSE:** In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.
- a. **Obligations of Consultant.** After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
- i. Stop work on the Services as specified in the notice of termination;

- ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- b. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
- c. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- d. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- e. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
15. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.
16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the

Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.
18. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**
 - a. **Public Records.** The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
 - b. **Confidential or Proprietary Materials.** If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
 - c. **Stakeholder.** In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.
19. **DESIGNATION OF REPRESENTATIVES:** The Port hereby designates Michael McElwee, Executive Director and the Consultant hereby designates Mark Hirota, P.E. as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.

21. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.
28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are

inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.

- 29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.

- 30. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS FOR EVENTS BEYOND THE CONSULTANTS CONTROL; **PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL IN NO WAY DIMINISH CONSULTANTS PROFESSIONAL LIABILITY INSURANCE COVERAGES OR DEFENSE OBLIGATIONS OTHERWISE AVAILABLE TO CONSULTANT UNDER ANY CONSULTANT PROFESSIONAL LIABILITY POLICY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of October, 2019.

EnviroIssues

PORT OF HOOD RIVER

Name: Anne Pressentin

Name: Michael S. McElwee

Title

Executive Director
Title

Phone: (503) 248-9500
Email: anne@enviroissues.com
1515 SW Fifth Ave, Suite 1022
Portland, OR 97201

Phone: (541) 386-1138
Email: mmcelwee@portofhoodriver.com
1000 E. Port Marina Drive
Hood River, OR 97031



EXHIBIT A

October 14, 2019

Port of Hood River Strategic Business Plan

Proposed scope of work and cost estimate

Project Understanding

The Port of Hood River owns the Hood River Bridge across the Columbia River, the Ken Jernstedt Airfield, real estate at Waterfront Business Park, the Hood River Marina and Port Marina Park. Other assets include waterfront recreation sites and trails, and pieces of previous economic development projects.

Operations and maintenance of the Hood River Bridge are currently funded by tolls. This revenue source also has helped subsidize other Port investments that benefit the entire region. At nearly 100 years old, the bridge requires replacement and planning is underway with partners and the community. With a new bridge, all toll revenue will be devoted to paying for construction.

The Port is undertaking an effort to update its Strategic Business Plan that looks ahead to a future with a different revenue structure. The current plan was updated in 2015

The Port is seeking an experienced facilitator to help strategically design the community involvement process and Port Commission workshops. This effort will employ best practices in public involvement planning and will be conducted in close partnership with Port staff. Technical analysis, graphic design and writing the final plan will be led by other members of the team.

Proposed Approach

Task 1: Project Management and Kick-off

Within ten business days of a signed task order, EnviroIssues will be available to meet with key staff to kick off the project. The goal of the meeting is to understand desired outcomes, facilitation and public involvement needs. EnviroIssues will also undertake a range of day-to-day management activities of the contract including monitoring budget, timeframe and scope of work to keep the project on track. This task also includes invoicing, and regular planning meetings with Port staff

Deliverables:

- Monthly invoicing (8)
- Kick-off meeting by telephone (1 2-hour meeting)
- Six (6) check-in phone meetings with Port staff for up to one-hour (60 min) duration to plan community meetings and prepare for Commission work sessions



Task 2: Community Meetings and Survey

EnviroIssues will develop a comprehensive public involvement plan and schedule to guide the process. The plan will include a description of key audiences, messages, risks, tool and tactics and a detailed workplan/schedule.

This task also includes support for plan implementation of the plan, including providing strategic advice and programming of a community survey and moderation of community meetings. The survey may include, as needed, photos, graphics and descriptive text to educate the community about the Port and future opportunities and challenges.

Deliverables:

- Public involvement plan
- Detailed workplan with schedule, responsible staff
- Community survey using Survey Gizmo online instrument and results in Excel spreadsheet and Survey Gizmo output
- Planning and facilitation of community meetings (up to 2)

Assumptions:

- One round of consolidated edits to draft public involvement plan
- One update to detailed schedule following first round of public and commissioner input
- Port to draft descriptive text for survey
- Port staff to lead development of all public notification for survey and community meetings
- Community meetings no longer than two (2) hours duration with additional time required for travel/set up/pack up
- Port staff to lead development of all graphics or displays needed at community meetings or to be incorporated into survey
- Port staff to summarize outcomes from survey and community meetings

Task 3: Commission Work Sessions

Description:

EnviroIssues will support work planning sessions with the Port Commission to advance planning and consider technical analysis and public input. The group will have the opportunity to discuss aspirations and future priorities.

The desired outcomes of this task include:

- Shared understanding of the scope of the planning effort
- Identification of the current situation and operating environment
- Development of clear strategies and actions that set a path forward to shape direction for the Port



Deliverables:

- Support for preparation of meeting agendas and supporting materials
- Attendance at one (1) Commission work session

Assumptions:

- Work sessions no longer than three (3) hours meeting duration with additional time required for travel/set up/pack up
- Port staff to schedule sessions and conduct any required notification
- Port staff to arrange presentations, audio-visual technology and equipment
- Port staff to summarize outcomes



Proposed Tasks and Cost Estimate

A cost estimate for this proposal is provided in the table below.

	Staff	Logistics (PC)	Support (A1)	A Presentin (Strategy)	J Haight (Survey)	
	Fully Loaded Billing Rate	\$79.00	\$100.00	\$175.00	\$146.00	
	TOTAL HOURS	6.0	47.0	78.0	4.0	135
	TOTAL LABOR COST	\$474.00	\$4,700.00	\$13,650.00	\$584.00	\$19,408
	TOTAL DIRECT COST					\$0
	TOTAL					\$19,408
Task 1 Project management and kick off						
	Total Hours	0.0	9.0	13.0	0.0	22
	Total Labor	\$0.00	\$900.00	\$2,275.00	\$0.00	\$3,175
Task 2 Community Meetings and Survey						
	Total Hours	6.0	38.0	49.0	4.0	97
	Total Labor	\$474.00	\$3,800.00	\$8,575.00	\$584.00	\$13,433
Task 3 Commission Work Sessions						
	Total Hours	0.0	0.0	16.0	0.0	16
	Total Labor	\$0.00	\$0.00	\$2,800.00	\$0.00	\$2,800

Direct expenses for printing and travel are not included.

Cost estimate is valid for 90 days.

Commission Memo



Prepared by: Genevieve Scholl
Date: October 22, 2019
Re: Strategic Business Plan Update – Pageworks

Pageworks has provided graphic design and publishing services for the Port in myriad ways over the years, including the 2014-2019 Strategic Business Plan. Paige Rouse writes the copy for every Port newsletter based on her review of Commission meeting packets, minutes, and interviews with staff, tenants, and constituents. Rountree Rouse provides graphic design for all Port publications as well as many signs and other displays. Their expertise and familiarity with both the Port’s current suite of projects and the strategic planning process itself creates an excellent partnership.

The attached contract covers graphic design, editing, and publishing services for the new Port Strategic Business Plan document.

RECOMMENDATION: Authorize contract with Pageworks for graphic design and publishing services related to the Port of Hood River 2019-26 Strategic Business Plan not to exceed \$7,550 plus reasonable reimbursable expenses.

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PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “Port”), and Pageworks, (hereinafter referred to as “Consultant”).

In consideration of the mutual covenants set forth in this Agreement, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant is generally described as assisting with graphic design and publishing services related to the Port’s 2019-26 Strategic Business Plan.
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit ‘A’** (“Services”) and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on **June 30, 2020** or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A (“Additional Services”). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of this Agreement however it is agreed and understood that the Consultant must use sound professional practices.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement in an amount not to exceed **\$7,550** (“Compensation”), unless otherwise approved by the Port. Any direct expenses incurred by the Consultant (“Reimbursable Expenses”) are included in that total fee amount.

Consultant shall submit monthly invoices computed on the basis of hours worked and tasks completed to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant understands the locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
 - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.
9. **CONSULTANT'S INSURANCE:**
Consultant shall keep and maintain the following insurance for the duration of the contract period:
- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general

aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.

- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Prior to commencing any work under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- d. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the negligent acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.

11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port, and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
12. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
13. **SUBCONSULTANTS:**
- a. **General.** The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
- b. **Sub-Consultant Commitments:** All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
- i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
 - ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement
 - iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
- The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.
- Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.
14. **TERMINATION NOT-FOR-CAUSE:** In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.
- a. **Obligations of Consultant.** After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
- i. Stop work on the Services as specified in the notice of termination;

- ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- b. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
- c. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
- d. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
- e. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
15. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.
16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the

Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.

17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.
18. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**
 - a. **Public Records.** The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
 - b. **Confidential or Proprietary Materials.** If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
 - c. **Stakeholder.** In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.
19. **DESIGNATION OF REPRESENTATIVES:** The Port hereby designates Michael McElwee, Executive Director and the Consultant hereby designates Mark Hirota, P.E. as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.

21. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.
28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are

inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.

- 29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.

- 30. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS FOR EVENTS BEYOND THE CONSULTANTS CONTROL; **PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL IN NO WAY DIMINISH CONSULTANTS PROFESSIONAL LIABILITY INSURANCE COVERAGES OR DEFENSE OBLIGATIONS OTHERWISE AVAILABLE TO CONSULTANT UNDER ANY CONSULTANT PROFESSIONAL LIABILITY POLICY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of October, 2019.

Pageworks

PORT OF HOOD RIVER

Name: Paige Rouse, Owner

Name: Michael S. McElwee

Title

Executive Director
Title

Phone: (541) 386-5616
Email: paige@pageworks.com
601 Cascade Avenue,
Hood River, OR 97031

Phone: (541) 386-1138
Email: mmcelwee@portofhoodriver.com
1000 E. Port Marina Drive
Hood River, OR 97031



October 17, 2019

To: Genevieve Scholl
Communications Manager/Special Projects
Port of Hood River

From: Paige Rouse
Project Coordinator
Pageworks Design, Inc.

2019-2023 Port of Hood River Strategic Business Plan.

Creation of an updated five-year Strategic Business Plan (SBP) will be similar but reduced scope of work compared to the 2014-2018 plan. The scope for the update includes an outline and associated costs as follows based on previous version. Pageworks will bill by hour, billing only time worked.

Consultation includes meetings, communications and input from Port staff on project needs and scope of work. **\$550.**

Project Coordination for SBP outline, table of contents, content needs for sections and graphics, includes materials gathering, working with section authors, list of and content for appendices, scheduling, work orders for design, formatting, proofs, revisions, draft presentations of multiple sections for review, multiple staff revisions and additions, and preparation of final content elements and deliverables (digital files). **\$1300.**

Copywriting/Editing/Proofing, includes sectioning SBP it into multiple sections and files for Port staff writing/ editing, writing/editing some sections of plan with direction from staff, research as necessary for sections including Port at a Glance, Purpose of SBP, Plan Formation/Organization, Brief History, Overview of Organization, Plan Implementation, Plan Evaluation, Plan Formation and Organization, Port Description, History of the Port, Economic Impact of Port, Local Market Trends, S.W.O.T., District Needs, Public Outreach Process, Management Plan, Financial Plan, Facilities Plan, Key Facilities Summary, Economic Development and Marketing Plan, Environmental Plan, Plan Implementation, Project Evaluation Criteria, Key Projects List, Plan Adoption and Update Process, Acknowledgements, Appendices. Proofing/Editing of entire SBP. **\$2800.**

Design/Formatting/Production of Strategic Business Plan draft and final versions, includes layout, formatting, emailing multiple proofs of sections for feedback, revisions and finalization. Includes photography sourcing and cataloging photos, photo editing as needed, graphics and illustrations production. **\$2900**

Estimated Total: \$7550

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