



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
January 23, 2018
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 January 9, 2018 Regular Session and January 18 Bridge Replacement Procurement Options Work Session (*Jana Scoggins – Page 3*)
 - b. Approve Addendum No. 3 to Hangar Lease with Cloud Cap Technology, Inc. (*Anne Medenbach – Page 9*)
 - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$6,700 (*Fred Kowell – Page 13*)
 4. Reports, Presentations and Discussion Items
 - a. Lift Span Evaluation Report, Paul Bandlow, Stafford Bandlow Engineers (*Michael McElwee – Page 17*)
 - b. Fiscal Year 2016-17 Audit Report – Tara Kamp, Pauly Rogers (*Fred Kowell – Page 49*)
 - c. Administrative Rules Governing Private Partnership Proposals Related to Bridge Replacement, Steve Siegel, Siegel Consulting (*Kevin Greenwood – Page 55*)
 - d. Bridge Replacement Project Update - (*Kevin Greenwood – Page 105*)
 5. Director's Report (*Michael McElwee – Page 107*)
 6. Commissioner, Committee Reports
 - a. Marina Committee, January 18 (Shortt)
 7. Action Items
 - a. Acknowledge Audit Letter for Fiscal Year Ending June 30, 2017 (*Fred Kowell*)
 - b. Approve Intergovernmental Agreement with Crystal Springs Water District for Water Service to Lower Mill Redevelopment Site (*Anne Medenbach – Page 129*)
 - c. Approve Amendment No. 3 to Contract with Steve Siegel for Consulting Services Related to Bridge Replacement (*Kevin Greenwood – Page 155*)
 - d. Approve Contract with Stafford Bandlow Engineers for Bridge Skew System Upgrade Not to Exceed \$98,000 (*Michael McElwee – Page 159*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation
 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 January 9, 2018 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 Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Steve Carlson, Kevin Greenwood, Jana Scoggins

Absent: David Meriwether

Media: None

1. CALL TO ORDER: President Streich called the meeting to order at 5:01 p.m.

a. Modifications, Additions to Agenda. Consent agenda item (d) became an action item (e). Michael McElwee, Executive Director, introduced Kevin Greenwood who began work on January 2, 2018 and is the new Project Director managing the bridge replacement project tasks.

2. PUBLIC COMMENT: None

3. CONSENT AGENDA:

- a. Approve Minutes of December 19, 2017 Regular Session.
- b. Approve Lease Amendment 2 with Big Y Fly in the Big 7 Building.
- c. Approve Lease Amendment 1 with CRY Consulting in the Wasco Building.

Motion: Move to approve Consent Agenda.

Move: Shortt

Second: Sheppard

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. George Regional Transit Service Hub: Kathy Fitzpatrick, Regional Mobility Manager, MCEDD and Patty Fink, Executive Director, CAT presented the efforts the organizations are making to enhance access to key destinations for all ages and abilities in the Mid-Columbia Gorge area. Fitzpatrick and Fink commented that the Hood River County Transit Master Plan responds to public demands with regards to fixed route and scheduled public transportation services. Increased regional transit access is desired not only by Hood River County residents and visitors throughout the region, but it also provides tourism-related traffic and parking congestion relief. Fitzpatrick and Fink thanked the Port for their continued efforts to support public transportation in the Mid-Columbia Gorge region and discussed potential use of Lot 1 as a temporary transfer station for CAT and other transit organizations.

b. Bridge Replacement Progress Update: Kevin Greenwood, Project Director, informed the Commission that a standardized report will be provided on regular basis to update the board on the accomplished and upcoming tasks for the bridge replacement project. Greenwood started work on January 2, 2018 and anticipates about two weeks for his work station to be fully functioning. Current bridge replacement tasks include preparing agenda for January 18th Special Work Session as well as fielding requests for information from a number of project management and permitting consultants interested in the project. Greenwood will continue to review background materials, including the draft of P3 Administrative Rules and begin developing public outreach committees.

5. EXECUTIVE DIRECTOR’S REPORT: Michael McElwee informed the Commission that President Streich and Vice-President Shortt will be attending the PNWA Mission to Washington D.C. The “Gorgeous Night in Olympia” legislative reception is scheduled for February 21st. McElwee also reported that the 2018 billings for Marina slip lease fees were delayed due to a malfunction in the Marina management program software which was resolved at the end of the first week of January. Lot #1 was the subject of a Hood River Urban Renewal Agency work session on December 8. A sinkhole has developed on the Hood River Distillers property which is being assessed. McElwee commented that Brian Spielman has been a terrific employee. Spielman build a new framed canopy in the Maintenance Yard to protect the winter sanding pile from rain and snow. McElwee also noted that the test results and recommendations from Stafford Bandlow Engineers regarding the lift span mechanical and electrical systems will be available by January 15. The BreezeBy web portal has been functioning well and orders for transponders are fulfilled promptly.

6. COMMISSIONER, COMMITTEE REPORT: On December 21, 2017, Airport Advisory Committee discussed additional changes to the Fly-Friendly Program, status report on the airport operations, and a new FBO agreement with TacAero.

7. ACTION ITEMS:

a. Approve 2018 Waterfront Events Rules and Regulations, New Fee Schedule: Staff proposed several changes to the Event Rules and Regulations Fees and Requirements. These include modification to fees for certain locations, changes to timing of document submission and fee payment, modifications to insurance requirements, and changes to renter’s responsibilities.

- Motion:** Approve changes to the Waterfront Event Rules and Regulations, Fees and Requirements.
 - Move:** Sheppard
 - Second:** Everitt
 - Discussion:** None.
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

b. Approve Master Interlocal Services Agreement with Southwest Washington Regional Transportation Council for Transportation Planning Services Associated with Replacement of the Hood River Interstate Bridge. The Southwest Washington Regional Transportation Council (SWRTC) works with a wide range of municipalities to provide technical support on major planning studies, project management, and procurement processes for regional transportation projects in SW Washington. Staff believes it would be efficient and cost effective to utilize SWRTC to develop the bid documents and coordinate the lengthy process for selecting a consultant to undertake the Final Environmental Impact Study (FEIS).

- Motion:** Authorize a Master Interlocal Services Agreement with the Southwest Washington Regional Transportation Commission.
 - Move:** Everitt
 - Second:** Shortt
 - Discussion:** None
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

c. Authorize Work Order with Southwest Washington Regional Transportation Council to Coordinate FEIS Engineer Selection Process Not to Exceed \$10,000. Pursuant the approval of the Master Interlocal Services Agreement (Action Item (b)), the Work Order will authorize a completion of specific activities associated with consultant selection process for the Hood River Bridge Final Environmental Impact Statement.

Motion: Authorize Work Order for Engineer selection services not to exceed \$10,000.

Move: Meriwether

Second: Sheppard

Discussion: None.

Vote: **Aye:** Unanimous

MOTION CARRIED

d. Approve Contract with OTAK for Bridge Replacement Advisory Services Not to Exceed \$20,000. OTAK is an international multi-disciplinary design firm with the diverse skills of engineers, architects, urban designers, and planners. OTAK will serve as a strategic advisor in preparation of the FEIS and will coordinate meetings with federal and state agencies to establish initial working relationships with key individuals in those agencies. The funds for this contract would be available from the \$5 million grant from the State of Oregon identified in the 2017 Transportation Bill.

Motion: Authorize a Contract with OTAK for pre-development services associated with bridge replacement not to exceed \$20,000, subject to legal counsel review.

Move: Shortt

Second: Sheppard

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

e. Approve Bridge Insurance Policy Renewal. The bridge insurance policy renewal will remain the same for calendar year 2018. The renewal is for two years and this is the second year of the policy. The policy's deductible regarding the lift span was reduced beginning 2017 due to the continued work and inspection efforts by the Port. The Port's SDIS property/casualty coverage premium was reduced as well due to credits given to the Port for the continued membership and board member attendance to training classes.

Motion: Approve the Bridge Insurance Policy underwritten by ACE USA and brokered by Durham & Bates for \$249,759 and the SDIS insurance renewal for the property/casualty coverage for the Port for \$72,187.

Move: Shortt

Second: Everitt

Discussion: Discussion occurred about the different changes that will occur once the Hood River/White Salmon Interstate Bridge is replaced.

Vote: **Aye:** Unanimous

MOTION CARRIED

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 6:55 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

10. POSSIBLE ACTION: The Commission was called back into Regular Session 7:25 p.m. No action was taken as a result of Executive Session.

11. ADJOURN:

- Motion:** Motion to adjourn the meeting.
 - Move:** Meriwether
 - Second:** Shortt
 - Discussion:** Everitt
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

The meeting was adjourned at 7:25 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

*Port of Hood River Commission
 Meeting Minutes of January 18, 2018 – Work Session
 Marina Center Boardroom
 1:30 p.m.*

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

1:30 P.M.

Hood River/ White Salmon Interstate Bridge Replacement Procurement Alternatives

Present: Commissioners Hoby Streich, John Everitt, Ben Sheppard, Brian Shortt, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach.

Attendees: Paul Blackburn, Mayor, City of Hood River; David Poucher, Mayor, City of White Salmon; Betty Barnes, Mayor, City of Bingen; Michael Grodner, Mott McDonald/MGrodner LLC; Paul Herzdernych, Mott McDonald; Mark Hirota, WSP; Russ Call, Figg Bridge Engineers; Arthur Babitz, United Bridge Partners; Gerry Smith, United Bridge Partners; Gordie Kelsey, Klickitat County; Jason Hartmann, City of White Salmon; Kieu-Oanh Nguyen, PFM; Mary Francoeur, PFM; Rick Wadsworth, Parametrix; Donne Heinke, City of White Salmon; Norman Smit, Tylint International; Betty Barnes, City of Bingen; Mark Zanmiller, City of Hood River; Megan Sanders, City of Hood River; Scott Keillor, BergerABAM; Marla Katner, City of White Salmon; Carlos Contreras, C&M; Robert Corbett, Hood River Consulting Engineers; David McClure, Klickitat County; Steve Litchfield, CH2M; Ron Anderson, citizen; Tammy Kaufman, Insitu; Mark Libby, HDR

Panelists: Lowell Clary, President of Clary Consulting Company, Tallahassee, Fla.
 Phillippe Rapin, V.P. Infrastructure, Mott MacDonald, San Francisco, Cal.
 David Klings, Managing Director, Piper Jaffray, Philadelphia, Penn.

Media: Patrick Mulvihill, Hood River News
 Ken Park, White Salmon Enterprise

Hoby Streich, President, called the meeting to order at 1:32p.m. and announced, due to presence of a quorum, the White Salmon City Council was also called into public meeting and provided a brief overview of the agenda and the purpose of the meeting. President Streich noted the Commission would take an in-depth look at the procurement alternatives of the Hood River/White Salmon Interstate Bridge Replacement. The discussion of this meeting included public financing, public-private partnerships, and various elements of the bridge replacement project. President Streich provided a brief background of the procurement alternatives that the Port of Hood River is considering and asked Michael McElwee, Executive Director, to provide a project status update.

McElwee introduced the expert panelists which came from various parts of the country to discuss project delivery alternatives, timelines of typical development approaches, and recommendations for the Port Commission. McElwee provided a brief overview of the bridge history which included that it was built by a private company in 1924 with several local public investments when the Columbia River was still a free-flowing river. McElwee continued that after the Bonneville Dam was constructed, it was required to raise the bridge and install a movable lift span. Due to its age and deficiencies, the Port has identified bridge replacement as its priority project.

McElwee noted that the Oregon Legislature passed two pieces of legislation in 2017 that increase the prospects for replacement of the bridge. Despite these positive steps, replacement of the Hood River/White Salmon Bridge has many other associated tasks that are necessary and must be addressed before construction may begin. McElwee moderated the discussion with the panelists about the general factors for a decision of the best procurement approach and key steps for the Port of Hood River to consider in advance. The panelists continued to

discuss the advantages and disadvantages of private financing, risks involved with public-private partnerships, and potential sources of federal grant funding for such a project like the Hood River/White Salmon Bridge.

In order to advance the Bridge Replacement Project, the panelists and Commissioners concluded that the Port must complete the Final Environmental Impact Study and start a detailed traffic analysis which involves not only the bridge, but also the Oregon’s I-84 and Washington’s Highway 14 traffic. The panelists emphasized the public outreach that must occur explaining the Port’s next steps, timing and scheduling of bridge replacement tasks, and seeking input from experts and consulting engineers during the process.

Panelists fielded questions from attendees, Commissioners, staff, and the news media.

11. ADJOURN:

- Motion:** Motion to adjourn the meeting.
 - Move:** Everitt
 - Second:** Shortt
 - Discussion:** None
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

The meeting was adjourned at 4:45 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
Date: January 23, 2018
Re: Cloud Cap Hangar Lease - Addendum No. 3

Cloud Cap Technology, Inc. (Cloud Cap) has been a hangar tenant at the airport since 2011. They store one airplane and additional equipment for product testing. In 2016, they extended their lease through June 29, 2018 and added one (2) year renewal option.

This Third Addendum:

1. Extends the current term through June 30, 2019
2. Adds two extension options of two years each through June 30, 2023
3. Increases the lease rate to \$0.60/sf as of July 1, 2019 with CPI thereafter

RECOMMENDATION: Approve Addendum No. 3 to Lease with Cloud Cap Technology, Inc. for the Hangar located at 3602 Airport Drive.

This page intentionally left blank.

ADDENDUM No. 3 TO HANGAR LEASE

Whereas, the Port of Hood River, an Oregon municipal corporation, as Lessor, and Cloud Cap Technology, Inc., an Oregon corporation, as Lessee, entered a lease of premises known as the helicopter hanger at the Ken Jernstedt Airfield, located at 3602 Airport Drive, Hood River, Oregon ("lease") for a term commencing on July 1, 2011 and expiring on June 29, 2013; and

Whereas, on April 8, 2013, lease Addendum No.1 was executed which extended the lease term through June 29, 2016, modified the lease rate and added a CPI increase, and

Whereas, on January 15, 2016, lease Addendum No.2 was executed which extended the lease term through June 29, 2018, added one (2) year renewal period and added nondiscrimination language required by the Federal Aviation Administration (FAA), and

Whereas, Lessee would like to extend the hanger lease term through June 30, 2019, and add two options to renew the lease for two years each. These terms will then be consistent with the term of the Lease agreement between Lessor and Lessee for office space at 201 Wasco Loop, and,

Whereas, the parties have agreed to increase the lease rental amount effective July 1, 2018 in accordance with CPI as set forth in Addendum No. 1,

Therefore, the parties agree to amend the lease as follows:

1. Section 2, Term, shall be modified to read as follows: This lease shall be for a period commencing June 30, 2011 and continuing through June 30, 2019.

If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the lease, Lessee has two options to extend the lease for two years each, commencing July 1, 2019 and July 1, 2021, respectively, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease no later than November 30th in the year preceding the lease's termination date.

On July 1, 2019, the lease rate shall be increased to \$0.60 per square foot. An annual CPI increase shall be applied during each extension period commencing on July 1, 2020.

2. Section 3, Rent, shall be modified as follows:

Date	Square Footage	Lease Rate	Monthly Total
July 1, 2019	2,184	\$0.60	\$1,410

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

Dated: _____, 2018

Cloud Cap Technology, Inc.

Lessor, Port of Hood River

By: _____

By: _____

Matt Lendway
General Manager

Michael S. McElwee
Executive Director

Date _____

Date _____

Commission Memo



Prepared by: Fred Kowell
Date: January 23, 2017
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$6,700.00
Attorney services per attached summary	
TOTAL ACCOUNTS PAYABLE TO APPROVE	\$6,700.00

This page intentionally left blank.

JAQUES SHARP

ATTORNEYS AT LAW

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

RECEIVED
JAN 12 2018
BY: _____

CREDIT CARDS ACCEPTED

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

Page: 1
January 11, 2018
Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS					
JJ					
700.00	340.00	0.00	0.00	-700.00	\$340.00
ORDINANCE #24					
300.00	0.00	0.00	0.00	-300.00	\$0.00
TOWING AGREEMENT (Guzman Brothers Towing)					
72.00	0.00	0.00	0.00	-72.00	\$0.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
940.00	240.00	0.00	0.00	-940.00	\$240.00
AIRPORT HANGER LEASE (Hood Tech)					
114.00	0.00	0.00	0.00	-114.00	\$0.00
LEASE (pFriem Brewing, Josh pFriem, Rudy Keller)					
60.00	0.00	0.00	0.00	-60.00	\$0.00
HVAC MAINTENANCE CONTRACT (DIVCO, INC.)					
60.00	0.00	0.00	0.00	-60.00	\$0.00
WATER ISSUES ODELL (Crystal Springs Water District					
1,680.00	2,080.00	0.00	0.00	-1,680.00	\$2,080.00

HOOD RIVER, PORT OF

Account No: Januar
 PO:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
BRIDGE REPLACEMENT 2016 (ODOT/WDOT)					
1,060.00	0.00	0.00	0.00	-1,060.00	\$0.00
SOUTH RUNWAY PROJECT					
0.00	40.00	0.00	0.00	0.00	\$40.00
2016 TOLL INCREASES					
280.00	0.00	0.00	0.00	-280.00	\$0.00
TOLL ENFORCEMENT					
420.00	0.00	0.00	0.00	-420.00	\$0.00
P3 - BRIDGE					
0.00	300.00	0.00	0.00	0.00	\$300.00
PRIVACY POLICY					
100.00	0.00	0.00	0.00	-100.00	\$0.00
CITY SEWER LIFT STATION IGA; MARINA DRIVE					
300.00	0.00	0.00	0.00	-300.00	\$0.00
ODOT BRIDGE FUNDS IGA (State of OR; ODOT)					
780.00	240.00	0.00	0.00	-780.00	\$240.00
FILL PERMIT MITIGATION					
140.00	0.00	0.00	0.00	-140.00	\$0.00
NATURAL GAS EASEMENT (near bridge)					
400.00	460.00	0.00	0.00	-400.00	\$460.00
T-HANGER LEASE (Bob Holliston & Dan Darling)					
300.00	0.00	0.00	0.00	-300.00	\$0.00
OVERWEIGHT TRUCK ENFORCEMENT					
0.00	1,060.00	0.00	0.00	0.00	\$1,060.00
WATERFRONT PARKING					
0.00	1,260.00	0.00	0.00	0.00	\$1,260.00
STORM LINE SINK HOLE (HDR area)					
0.00	680.00	0.00	0.00	0.00	\$680.00
<u>7,706.00</u>	<u>6,700.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-7,706.00</u>	<u>\$6,700.00</u>

Commission Memo

Prepared by: Michael McElwee
Date: January 23, 2018
Re: Bridge Lift Span Report



In August 2017, the Commission approved a contract with Stafford Bandlow Engineering, Inc. ("SBE") to carry out additional inspections and testing of the bridge lift span. The work included inspection of the primary reducers and strain gage testing as follow-up to prior testing done in January 2017.

The contract work was carried out in fall 2017 over several days. The attached report describes SBE's findings and recommendations. Paul Bandlow, P.E. and Ralph Giernacky, P.E. will discuss the report in detail via telephone conference.

RECOMMENDATION: Information.

This page intentionally left blank.

**INTERNAL INSPECTION OF PRIMARY REDUCERS
AND
OPERATING LOAD RECORDINGS**



**HOOD RIVER LIFT BRIDGE
PORT OF HOOD RIVER
HOOD RIVER, OREGON**

Submitted to:
Mr. Michael S. McElwee
Executive Director
Port of Hood River

Submitted by:



Stafford Bandlow
Engineering, Inc.
Doylestown, Pennsylvania

Submitted: January 16, 2018



TABLE OF CONTENTS

	Page
INTRODUCTION.....	1
BACKGROUND.....	1
SPAN DRIVE PRIMARY REDUCERS	1
C1 COUPLINGS – RACK PINION SHAFT COUPLINGS.....	3
SPAN DRIVE OPERATING LOADS	3
CONCLUSIONS.....	6
RECOMMENDATIONS AND COST ESTIMATES	7
APPENDICES	
Appendix A	Photographs
Appendix B	Figures
Appendix C	Oil Sample Analyses
Appendix D1	Span Operation Strip Charts – Current Testing
Appendix D2	Span Operation Strip Charts – Historical Testing
Appendix E	Span Balance Analysis Graphical Results
Appendix F	Span Balance Analysis Report – Test Date September 7, 2016



INTRODUCTION

This report documents October 2017 field work performed by Stafford Bandlow Engineering, Inc. (SBE) at the Hood River Vertical Lift Bridge for the Port of Hood River. SBE was on site on October 9th, 10th, 11th, and 24th, 2017. The documented work is a continuation of previous inspections and analyses by SBE to investigate and address operational issues at the bridge.

BACKGROUND

The current inspection work follows from the recommendations provided in the January 5, 2017 report *Non-Destructive Testing of Trunnions, Investigation of Stick-slip Behavior During Operation, and Span Drive Evaluation*. The purpose of this inspection was to perform the following:

- Provide an internal inspection of the primary reducers

As part of previous work, SBE concluded that several span drive machinery components do not meet current AASHTO requirements. SBE's previous review identified several components that were significantly undersized including the primary reducers, rack pinion shafts, and the C1 couplings and keys. The C1 couplings and rack pinion shafts were visually inspected and, with the exception of the deteriorated coupling fastener sleeves, no damage was noted. The primary reducer gearing was inspected using a borescope. Some tooth damage was noted, but the extent of the damage was not definitive.

- Provide span drive machinery strain recordings to determine operating loads

Previous span drive strain gage load recordings showed substantial oscillations in span drive machinery load (described as "stick-slip" behavior). During previous site visits SBE worked with maintenance personnel to remove corrosion from the journals and lubricate the rack pinion shaft bearings and trunnion bearings. These efforts greatly reduced the oscillating loads. The reduction in loading was documented through strain gage load recordings.

SPAN DRIVE PRIMARY REDUCERS

The reducer inspection included internal inspection of the primary reducers at the north and south towers with the top portion of the housing removed and the oil flushed from the units. The primary reducers were provided with new oil when reassembled. Samples were taken of the new oil to provide a baseline for future comparisons. Oil samples were also taken of existing oil in the high-speed reducers to evaluate the condition of the oil. See Figure 1, Appendix B for component designation.

The top half of each primary reducer housing was removed to assess the internal condition of the units. Each reducer includes four gearsets that provide the speed reduction, two gearsets provide the first reduction at the input shaft and two gearsets provide the second reduction at the output shaft. See Photo 1 in Appendix A. The 1st



reduction consists of two helical gearsets with the pinions for the gearsets on a common shaft (input shaft). The mating gears are on the opposite sides of the gearbox (east and west) and straddle the second reduction gearset pinion. The second reduction gearset is a double helical gearset. The arrangement of the gears allows for load sharing at both 1st and 2nd reduction gearsets.

The internal condition of both primary reducers is fair. Non-wearing surfaces have isolated areas of corrosion, which is a sign of water contamination. See Photo 2 in Appendix A. It appears that the source of water ingress is the breather port which is currently used to secure a cover on top of the gear box. It is recommended that modifications be made to the cover and breather port as required to secure the cover, prevent water ingress, and allow for the use of a breather. The gear teeth are generally in fair condition, though there are locations with tooth damage that warrant monitoring. These areas are described in detail in the following sections.

North Reducer

At the east first reduction gearset, heavier wear at the east end of the opening faces of the teeth are an indication of end loading misalignment (See Figure 2, Appendix B for a description of gear misalignment), though the teeth have worn in to full face contact. Pits were noted on the east end of the opening faces of the teeth for the east first reduction pinion. See Photos 3 through 4 in Appendix A. Heavier contact with light plastic flow wear was also noted on the opening faces of the east first reduction gears that mate with the pitted areas on the pinion. See Photo 5 in Appendix A. Heavier contact was also noted on the closing face of the east first reduction gear, demonstrating the end loading misalignment. See Photo 6 in Appendix A.

Wear at the west first reduction gearset is indicative of initial cross bearing misalignment that has now worn in to full face contact. At the pinion, the contact was heavier on the west ends of the teeth, though no damage was noted. See Photo 7. At the west gear, some teeth had heavier contact on the west ends with light wear and isolated damage that appears to be from particles passing through the mesh. See Photos 8 through 10 in Appendix A.

Cross bearing misalignment was also evident at both second reduction gearsets, and the teeth appear to be wearing in towards full face contact. The west gear opening face contact is currently 40% to 50% on the west ends of the teeth. See Photo 11 in Appendix A. The east gear is similar with opening face contact of 40% to 50% on the east ends of the teeth. Isolated small pits were noted on the east end of the closing faces of the east pinion. See Photo 12 in Appendix A. The pits were small and isolated and do not warrant concern. No other tooth damage was noted on the second reduction gearing.

South Reducer

At both south first reduction gearsets the tooth contact is full face across the width of the teeth. The contact pattern indicated heavier contact at the outboard ends for both the opening and closing faces (end loading) for each gearset, that has worn in to full face contact. Isolated pits were noted in areas of heavy contact on the outboard ends of the opening faces for both pinions. See Photos 13 through 15 in Appendix A. Similarly, small



pits were noted on the opening faces of the outboard ends of the first reduction gears. See Photos 16 through 18 (west), and Photos 19 and 20 (east) in Appendix A.

The south reducer second reduction gearsets had full face contact, though the wear was heavier at the outboard ends for each gearset. More wear and light plastic flow were noted where contact was heavier. See Photos 21 and 22 (pinion), and Photos 23 and 24 (gear) in Appendix A. No tooth damage was noted on the second reduction gearsets.

Oil Analysis

Oil samples were taken of the existing oil in the high-speed reducers and the new oil installed at reassembly of the primary reducer as a baseline. Oil sample analysis results are attached in Appendix C.

The high-speed reducer oil analyses indicate a minor amount of water contamination, which is not of concern. The condition of the lubricant does not warrant replacement, and should be tested annually for increased water contamination or presence of wear particles.

The primary reducer oil analyses show water contamination, which appears slightly high for new oil. The source of this contamination is unclear, and may relate to the handling or storage of the oil containers prior to being transferred into the reducers. The present oil analyses at the primary reducers is intended to provide a benchmark for future monitoring. It is recommended to test the oil annually.

The primary reducers lack a breather that prevents water contamination. Due to contamination, a desiccant breather or similar that prevents water ingress should be considered to mitigate water contamination.

C1 COUPLINGS – RACK PINION SHAFT COUPLINGS

The C1 couplings connect the primary reducer output shaft to the rack pinion shaft. The couplings use an elastomeric sleeve around the coupling bolts to accommodate misalignment. It was previously noted that the coupling elastomeric inserts are deteriorated and deformed. See Photo 25 in Appendix A.

As part of the current work, maintenance personnel attempted to determine the size of the coupling bolts and inserts to identify replacement parts. One coupling bolt nut was removed, but the bolt could not be removed to access the insert. See Photo 26 in Appendix A. It is recommended that the elastomeric inserts be replaced, however continued use does not pose a significant risk.

SPAN DRIVE OPERATING LOADS

Previous span drive strain gage load recordings showed substantial oscillations in span drive machinery load (described as “stick-slip” behavior). During previous site visits SBE worked with maintenance personnel to remove corrosion from the journals and lubricate the rack pinion shaft bearings and trunnion bearings. These efforts greatly reduced the oscillating loads. During this inspection, strain gage load recordings were taken to check



the operating loads for oscillations. In addition, SBE determined the balance condition of the span. (See Appendix F which contains the *Span Balance Analysis Report – Test Date September 7, 2016* for the test procedure, equipment and method of analyzing the data.)

Oscillations were not noted during the current testing. Strip chart recordings are provided in Appendix D1. For comparison, strip chart recordings of prior testing are provided in Appendix D2. The efforts to remove corrosion and lubricate the span drive bearings and trunnion bearings has eliminated the undesirable oscillations.

SBE analyzed the current data to determine the imbalance of the lift span. The tables below present the initial imbalance (i.e. imbalance when fully seated) as well as the system friction (i.e. trunnion friction), which is determined as part of the analysis. Results are provided for each corner and for each end of the lift span. All results are provided in pounds (lb.) and represent an equivalent force applied at the counterweight ropes. Positive (+) imbalance results indicate span heavy. Negative (-) imbalance results indicate counterweight heavy. Frictional forces always oppose motion.

Hood River Lift Bridge North Tower Test Date: October 11, 2017						
Run	Seated Imbalance (lb.)			Average Friction (lb.)		
	NE Corner	NW Corner	North End	NE Corner	NW Corner	North End
1	+5,261	+928	+6,190	+3,104	+3,731	+6,835
2	+5,254	+837	+6,091	+3,398	+3,916	+7,315
3	+5,212	+826	+6,039	+3,502	+4,248	+7,750
Average	+5,242	+864	+6,107	+3,335	+3,965	+7,300

Hood River Lift Bridge South Tower Test Date: October 11, 2017						
Run	Seated Imbalance (lb.)			Average Friction (lb.)		
	SE Corner	SW Corner	South End	SE Corner	SW Corner	South End
1	+4,083	+2,360	+6,444	+3,514	+3,390	+6,904
2	+3,919	+2,535	+6,455	+3,499	+3,539	+7,038
3	+3,877	+2,518	+6,395	+3,524	+3,606	+7,130
Average	+3,960	+2,471	+6,431	+3,512	+3,512	+7,024

Graphical results for each test run are provided in Appendix E.

The following observations are made in regards to the current testing results:

1. The overall imbalance at each tower is similar from end to end. The magnitude of imbalance is reasonable for this type of bridge. The seated imbalance represents a maximum imbalance for the bridge throughout operation. The bridge imbalance is reduced throughout operation due to the shift of weight from the counterweight ropes from span side to counterweight side.



2. Total friction at each tower is similar from end to end. The magnitude of friction is high and is similar to the friction measured during the September 2016 testing. The high friction may seem surprising given the efforts to hand-dress and re-lubricate the bearings during prior inspection work and continued maintenance efforts to flush the bearings of old lubricant. However, predicting and estimating friction is difficult to do with precision as it is dependent upon many variables. The elimination of lift span oscillation during operation is a clear improvement and continued lubrication efforts are recommended along with the strain gage testing during future rehabilitation work to monitor system friction.
3. There is poor load sharing between each corner at the towers, in particular at the North tower. Refer to the strip charts in Appendix D. During the zeroing process for the strain gages it was evident that the rack pinion shafts were cross indexed (i.e. the rack pinion teeth were in contact on opposite faces of the ring gear with the span seated and the brake released). Cross indexing of the rack pinion shafts could be due to machinery setup, rope slippage, transverse imbalance, or uneven live load supports. The current testing results are consistent with prior testing and indicate a possible transverse imbalance; however, this may not be true due to the observed cross indexing and varying factors involved. Only the total imbalance results for each end should be considered. Further investigation would be required to resolve the load sharing issues, at which point a definitive view of transverse balance may be possible.

Note that SBE has recommended replacement of the motors and drives to provide proper skew control, speed and torque control, and dynamic braking. This will help to protect the machinery and structure to provide long-term reliable service. Given that the existing span drive machinery does not meet AASHTO, the drive torque should be limited to the extent possible. The operating loads recorded during this inspection will be used to determine an appropriate torque limit when designing the new drives.



CONCLUSIONS

In general, the gearing inside both primary reducers was found to be in fair condition and will provide continued reliable operation.

Original misalignment of the primary reducer gearing likely played a role in the current tooth contact and wear patterns. The contact pattern appears to be improving and the expectation is that this trend will continue. It is possible that the current observed damage may wear away over time. Based on the current observations the damage is not serious enough to warrant rehabilitation or refurbishment of the reducers and does not pose a risk to span operation.

There are several areas of the internal gearing that have damage that may have occurred due to a foreign object passing through the mesh or similar isolated occurrence. This damage is not serious enough to pose a risk to span operation at this time, and should be monitored in the future.

Based on the limited frequency of operations of the bridge, it is recommended that the primary reducers be internally inspected again in 5 years to assess the progression of the observed wear.

Corrosion has formed on non-contacting areas of components likely due to water contamination of the lubricant. The current oil sample analyses show that the new lubricant at both primary reducers and the existing lubricant at both high speed reducers is acceptable for use in the immediate term. At the primary reducer it is recommended that modifications be made to the cover and breather port as required to secure the cover, prevent water ingress, and allow for the use of a breather. Provide a breather for each span drive reducer of a design that provides a barrier that prevents water ingress and monitor the oil levels annually as part of an ongoing maintenance program.

Previously noted span oscillations were not observed in the current testing. The current span balance analysis confirms that the bridge has a reasonable magnitude of imbalance. While friction remains high, it is currently consistent at each corner. The elimination of lift span oscillation during operation is a clear improvement and continued lubrication efforts are recommended along with the strain gage testing during future rehabilitation work to monitor system friction. The operating loads during the current strain gage testing will be used as the basis for the motor and drive replacement project.



RECOMMENDATIONS AND COST ESTIMATES

The following recommendations are based on the findings of this inspection. Cost estimates are provided for recommendations that require additional engineering prior to implementation and it assumes that the work will be performed by Port of Hood River personnel. Costs are presented in 2018 dollars.

Item	Recommendations	Cost Estimate
1	Repeat the primary reducer internal inspection in approximately five years. Coordinate the inspection with replacement of the oil and perform strain gage testing upon completion of the inspection work to verify operating loads.	\$50,000
2	Replace the rack pinion shafts, C1 couplings, and associated keys.	\$60,000
3	Perform a biennial mechanical and electrical inspection of the machinery components. Tailor the scope of each inspection based on on-going findings and operational conditions. Perform strain gage testing to coincide with the inspection efforts to monitor the operating loads.	\$60,000
4	Operate the span periodically to exercise and lubricate the machinery. When lubricating the plain bearings (trunnion bearings and rack pinion shaft bearings) operate the span to distribute lubricant.	Maintenance
5	Provide a breather for each span drive reducer of a design that provides a barrier that prevents water ingress. A desiccant or H ₂ O barrier breather is recommended. Modify the reducer housing shroud at the primary reducer to prevent water ingress into the housing.	Maintenance

Note that these recommendations are based on this inspection report and do not include mechanical recommendations made in prior reports. Prior reports should be consulted for a complete understanding of the recommended work.

This page intentionally left blank.



Reducer Inspection and
Operating Load Recordings
October 2017

APPENDIX A
PHOTOGRAPHS

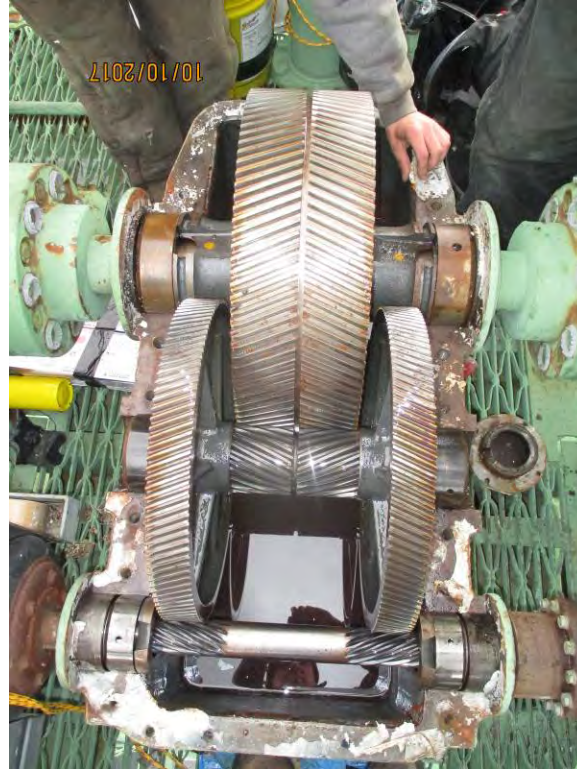


Photo 1. North Primary Reducer. General view of reducer with the top half of the reducer housing removed. The high speed end of the reducer is at the bottom of the photo.



Photo 2. South Primary Reducer. View of the west high speed gear. The side of the gear rim and teeth are corroded.



Photo 3. North Primary Reducer. View of east first reduction gear set.



Photo 4. North Primary Reducer. View of east first reduction gear set, opening face of pinion teeth. Note the pitting (arrow) on the east (left) end of the teeth.

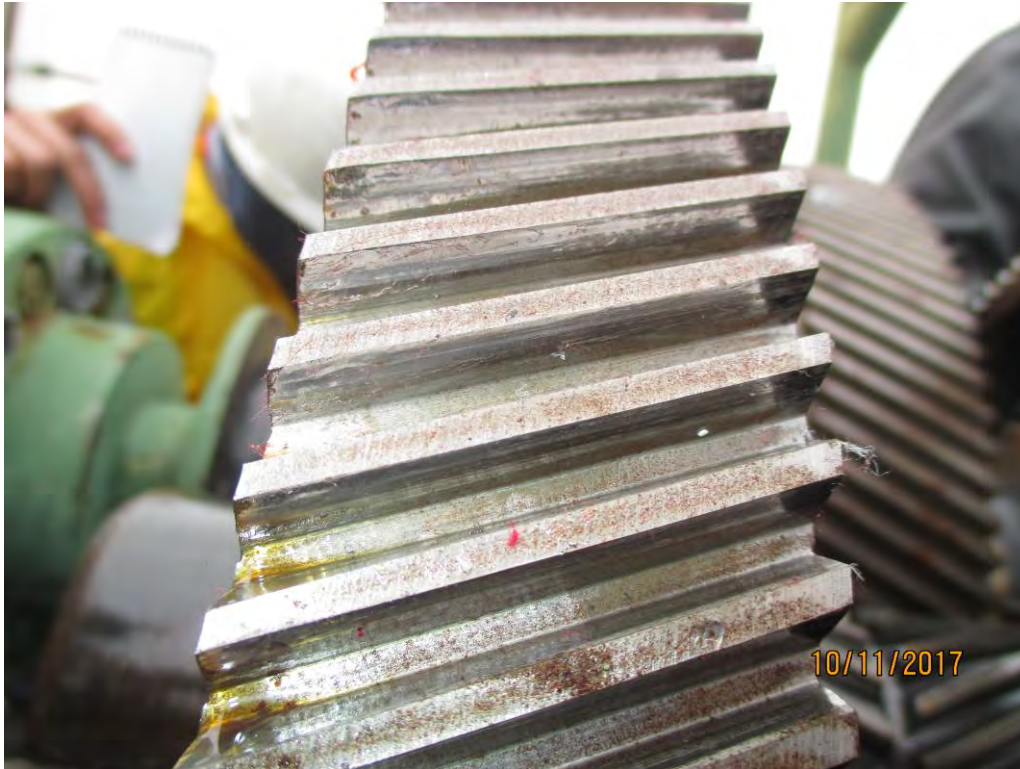


Photo 5. North Primary Reducer. View of east first reduction gear set, opening face of gear teeth. The east (left) end of the opening face exhibit heavier contact with light plastic flow in the areas of the teeth that mate with the pitted areas on the pinion.

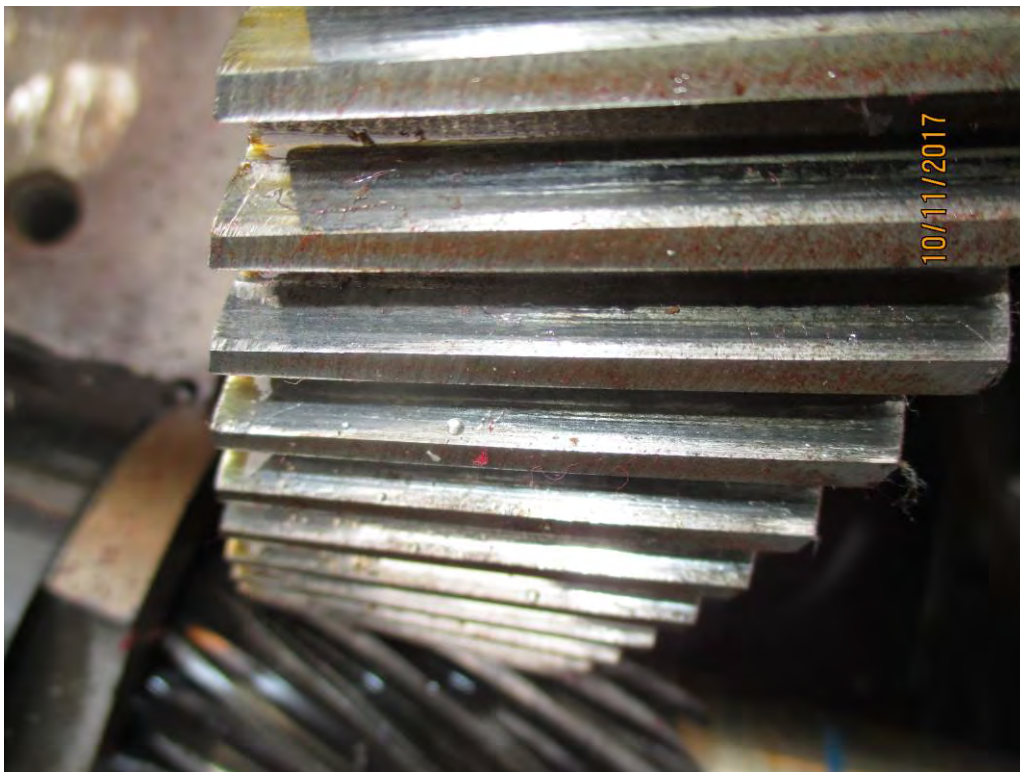


Photo 6. North Primary Reducer. View of east first reduction gear set, closing face of gear teeth. Note the heavier contact on the east (left) ends of the teeth.



Photo 7. North Primary Reducer. View of west first reduction gear set. Note the heavier contact on the west (right) ends of the teeth.

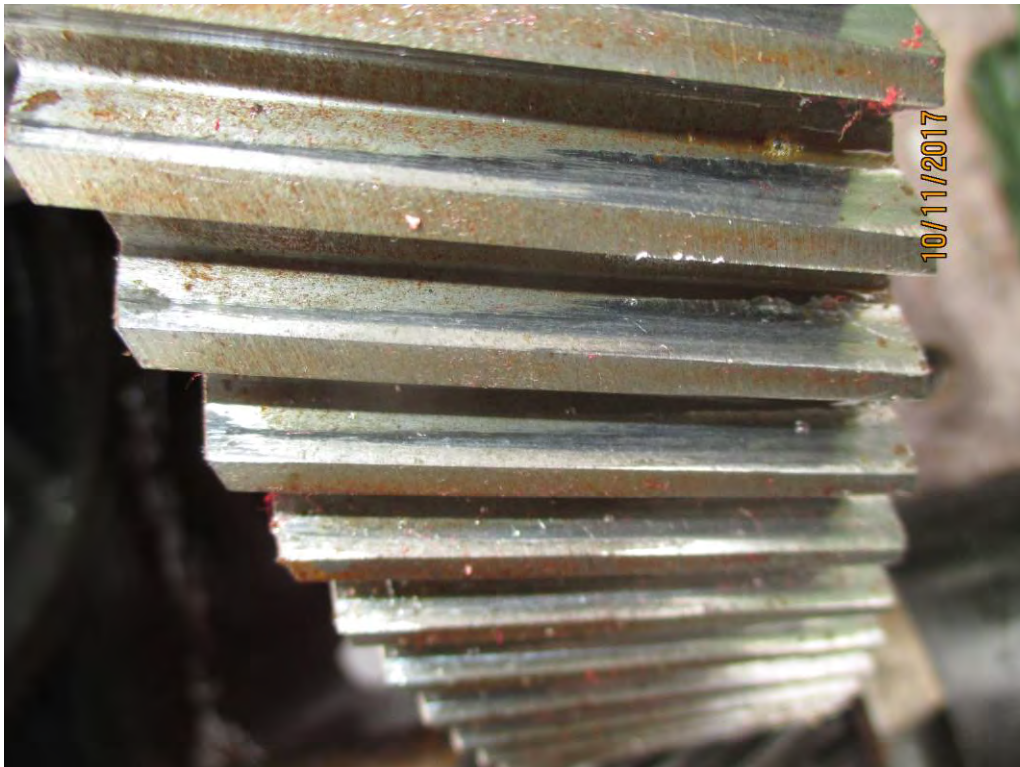


Photo 8. North Primary Reducer. View of west first reduction gear set, closing face of gear teeth. Note the heavier contact and light wear on the west (right) ends of the teeth.

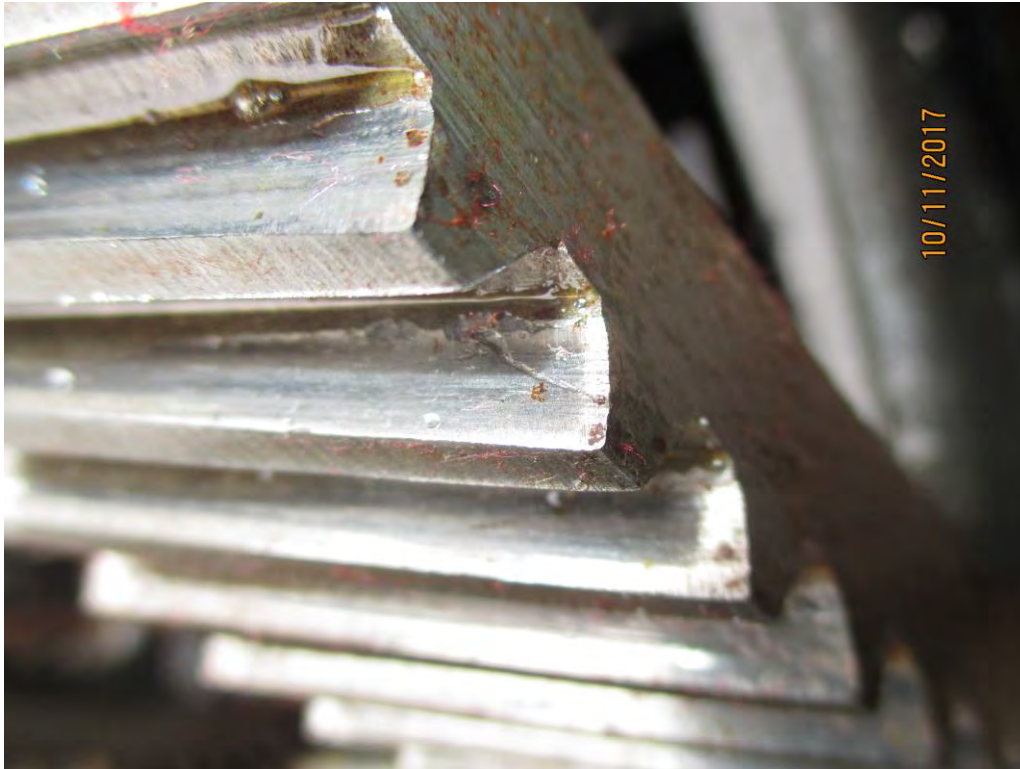


Photo 9. North Primary Reducer. View of west first reduction gear set, closing face of teeth. Note the damage on the west (right) ends of the teeth. Close-up of Photo 8. This damage appears to be the result of something passing through the mesh and not the result of an overload condition.



Photo 10. North Primary Reducer. View of west first reduction gear set, closing face of gear teeth. Note the damage on the west (right) ends of the teeth, presumably from particles passing through the mesh.



Photo 11. North Primary Reducer. View of west second reduction gear, opening face. Note the contact is 40% to 50% across the width of the teeth, starting at the west (left) end.



Photo 12. North Primary Reducer. View of east second reduction pinion, closing face. Small isolated pits were noted on the east (left) end of the teeth.



Photo 13. South Primary Reducer. View of west first reduction gear set, opening face of pinion teeth. Note the pits on the outboard (left) end of the teeth.



Photo 14. South Primary Reducer. View of east first reduction gear set, opening face of pinion teeth. Note the pits on the outboard (right) end of the teeth.



Photo 15. South Primary Reducer. View of east first reduction gear set, opening face of pinion teeth. Closeup view of photo 14.



Photo 16. South Primary Reducer. View of west first reduction gear set, opening face of gear teeth. Note light pitting on the outboard (left) ends of the teeth.



Photo 17. South Primary Reducer. View of west first reduction gear set, opening face of gear teeth. Closeup view of photo 16.

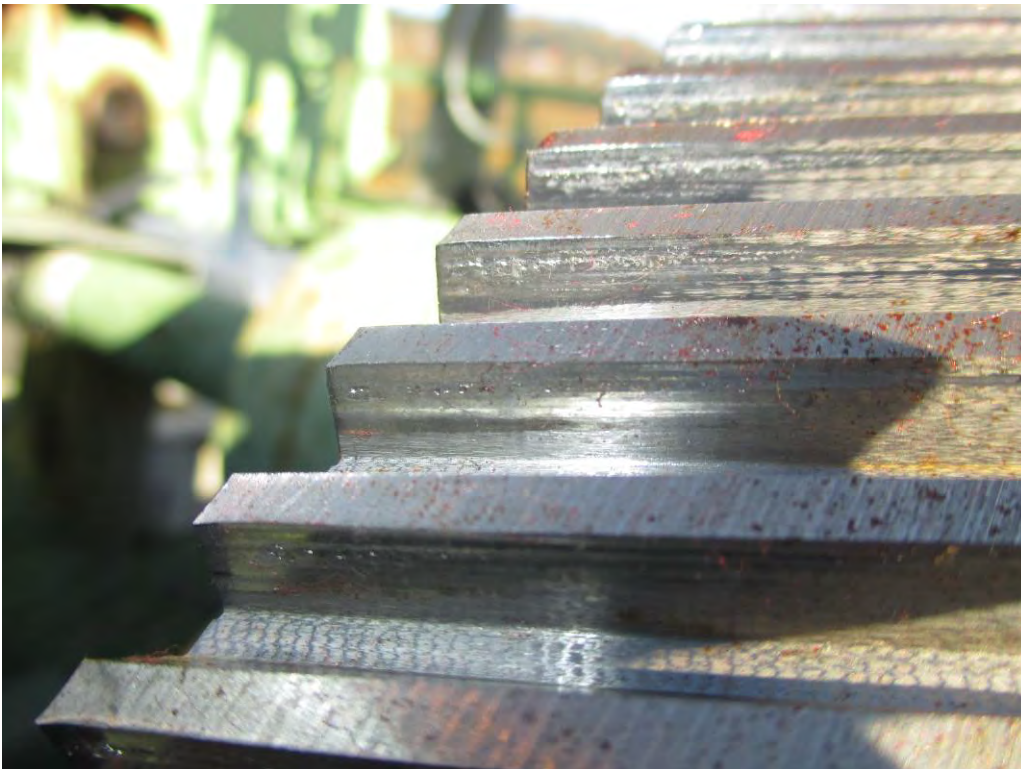


Photo 18. South Primary Reducer. View of west first reduction gear set, opening face of gear teeth. Closeup view of photo 16.



Photo 19. South Primary Reducer. View of east first reduction gear set, opening face of gear teeth. Note the pitting on the outboard (right) ends of the teeth.

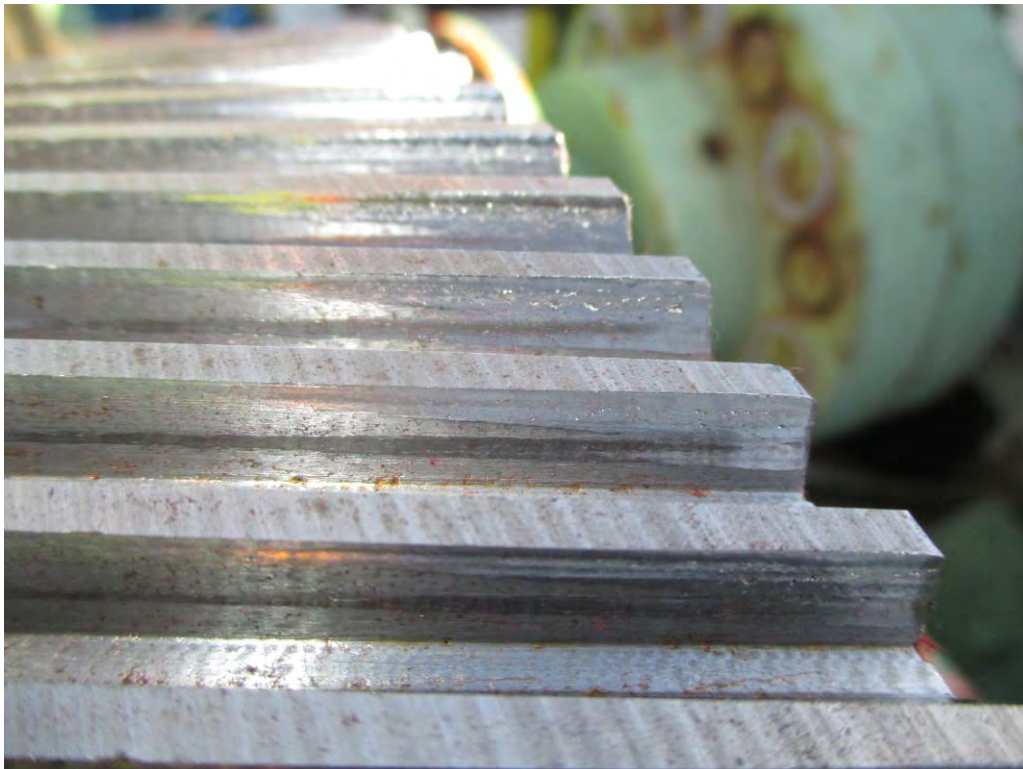


Photo 20. South Primary Reducer. View of east first reduction gear set, opening face of gear teeth at outboard (right) end of the teeth. Closeup view of photo 19.



Photo 21. South Primary Reducer. View of east second reduction gear set, opening face of pinion teeth.

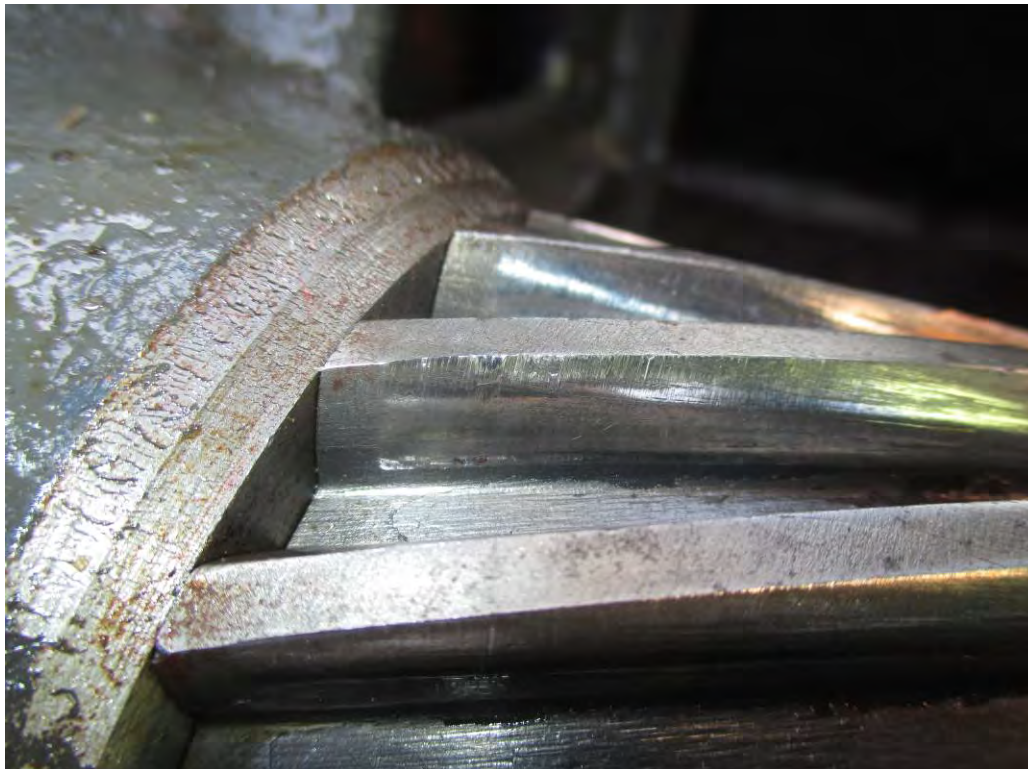


Photo 22. South Primary Reducer. View of east second reduction gear set, opening face of pinion teeth. Closeup view of photo 21. Note heavier contact and light wear on the east (left) end of the teeth.



Photo 23. South Primary Reducer. View of east second reduction gear set, opening face of gear teeth. Note the contact and light wear.

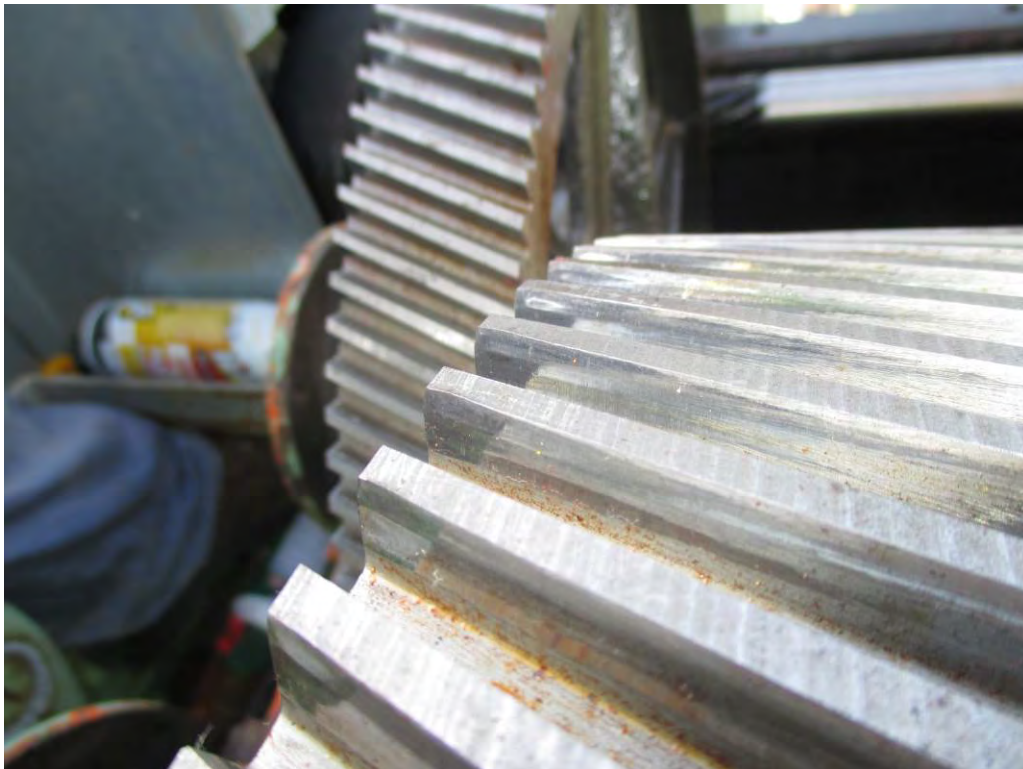


Photo 24. South Primary Reducer. View of east second reduction gear set, opening face of gear teeth. Closeup view of photo 23. Note heavier contact and light wear on the east (left) end of the teeth.



Photo 25. C1-SE. General View. The elastomeric inserts for the coupling bolts are deteriorated. The bolts and inserts are bound and could not be removed.



Photo 26. C1-SE. View of the coupling bolt with the nut removed.

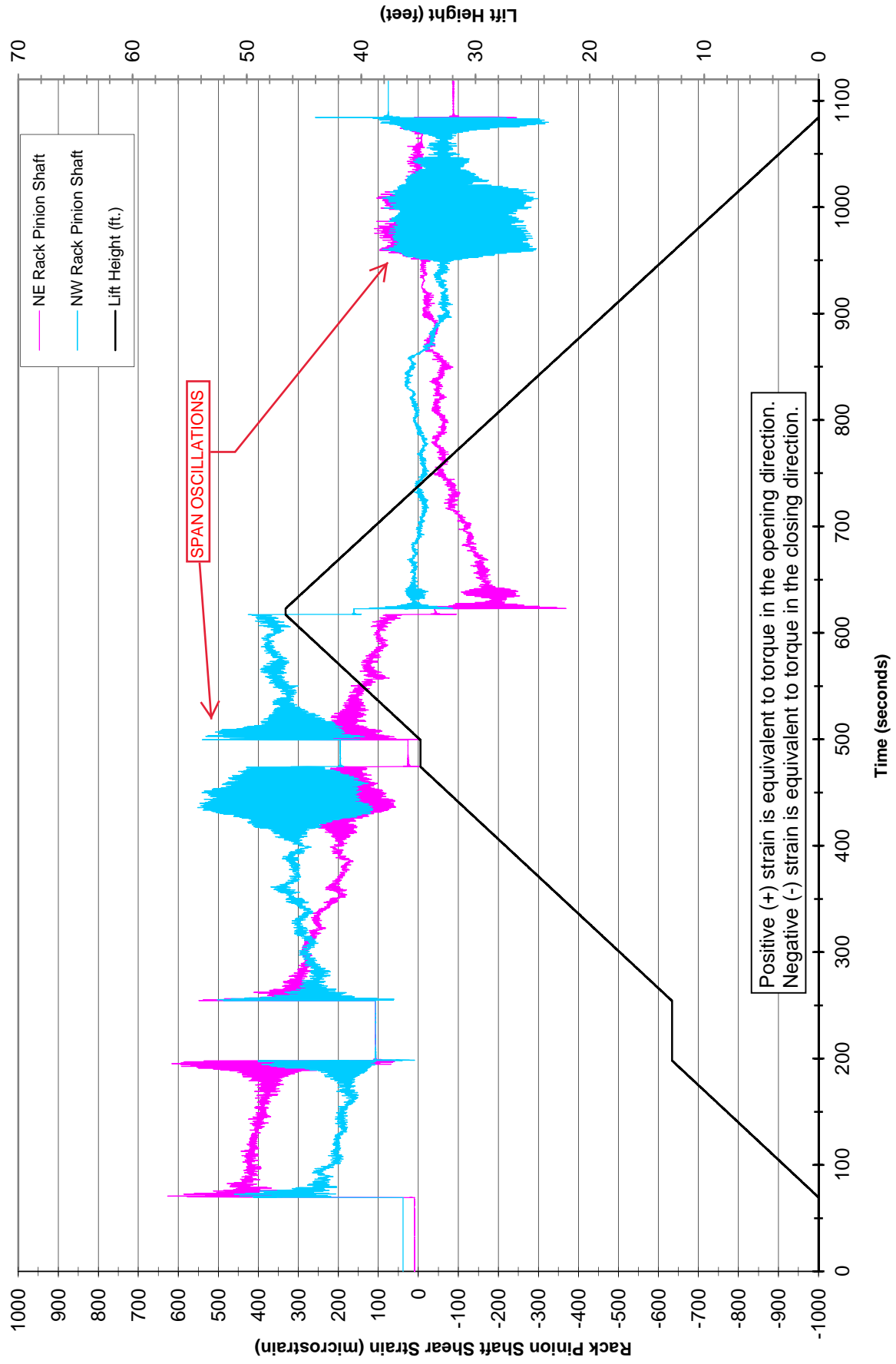


Reducer Inspection and
Operating Load Recordings
October 2017

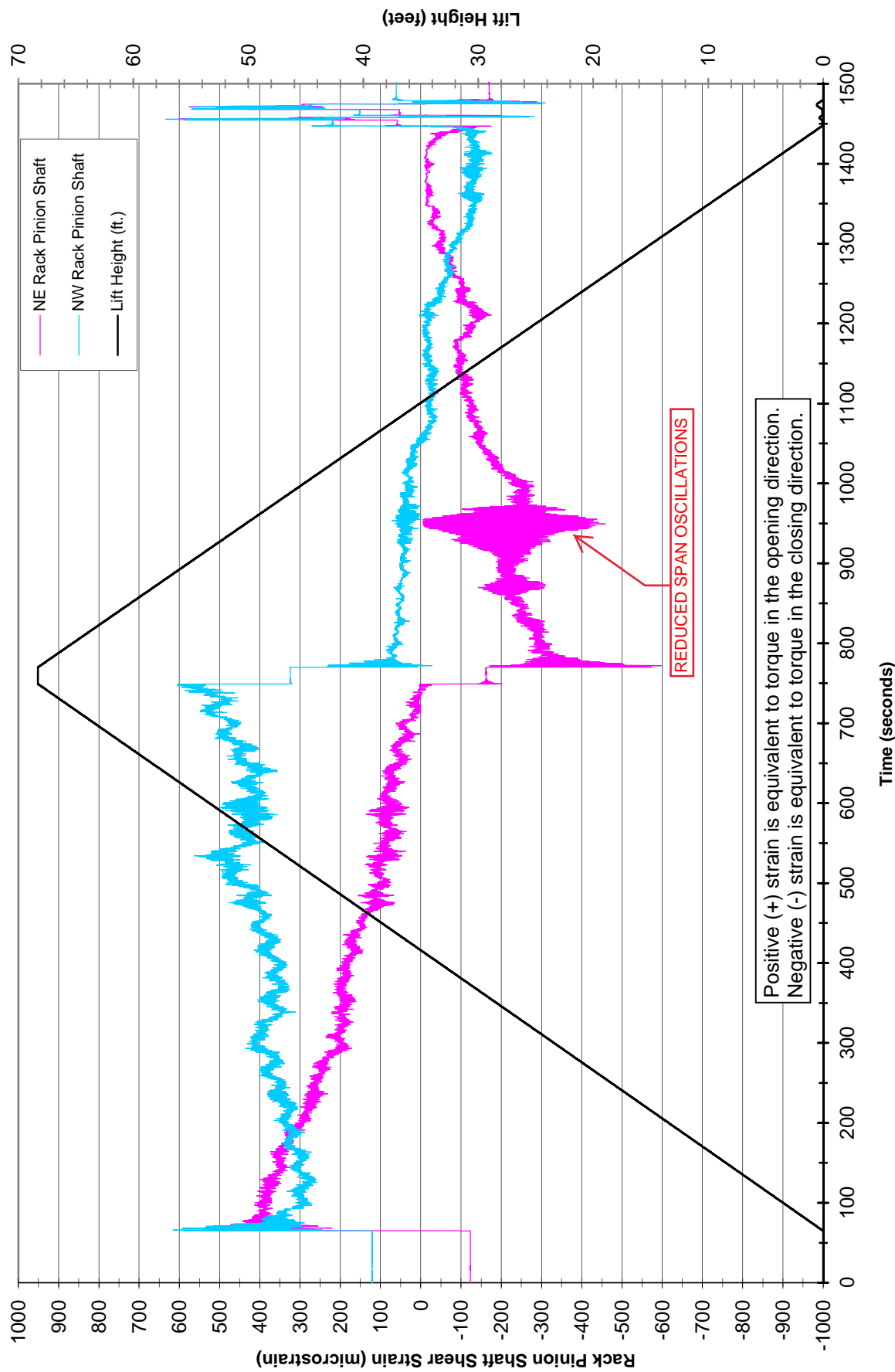
APPENDIX D2

SPAN OPERATION STRIP CHARTS
HISTORICAL TESTING

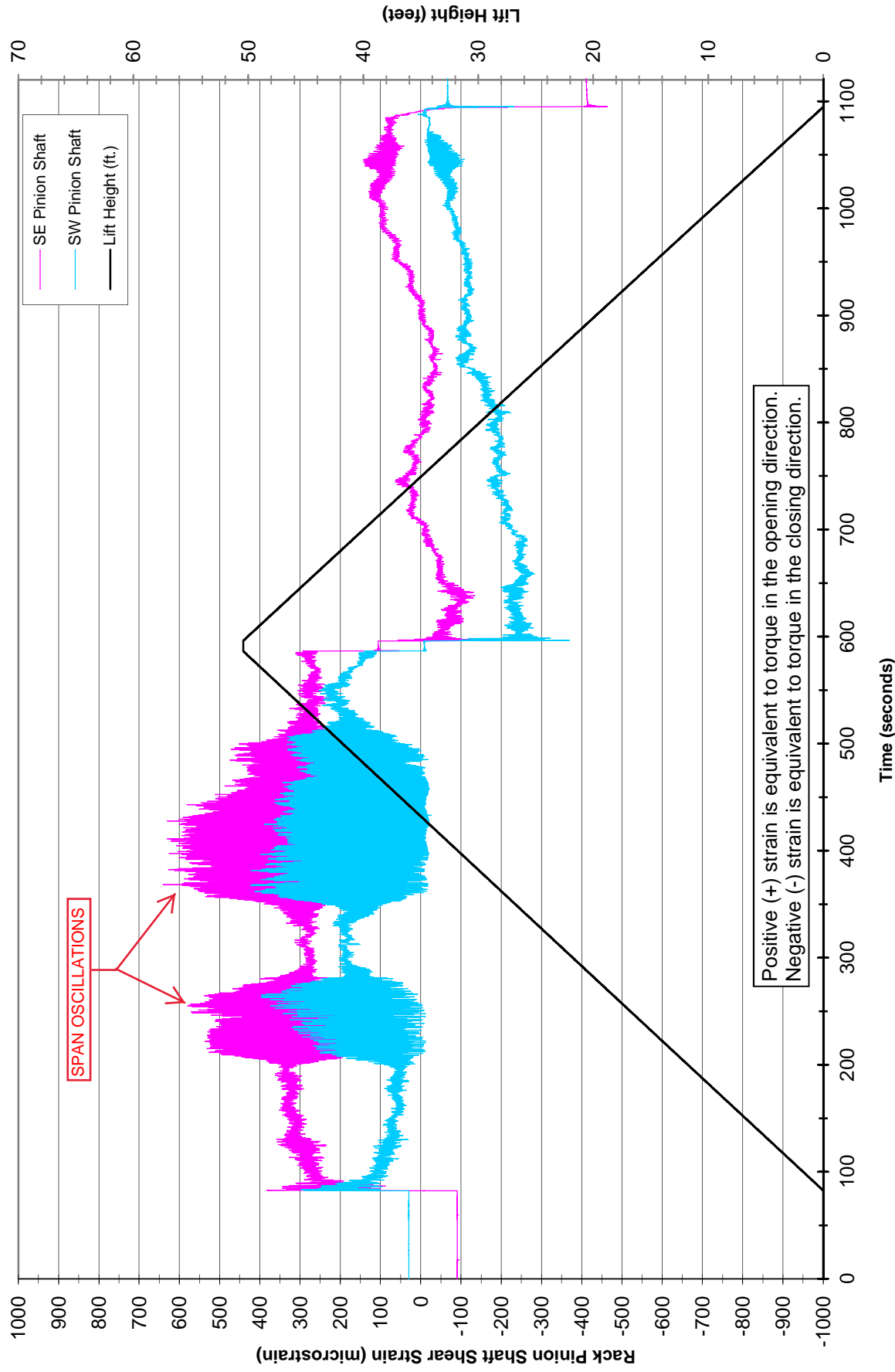
Hood River Vertical Lift Bridge North Tower Shaft Strain Run 2-1 Before Cleanup Work



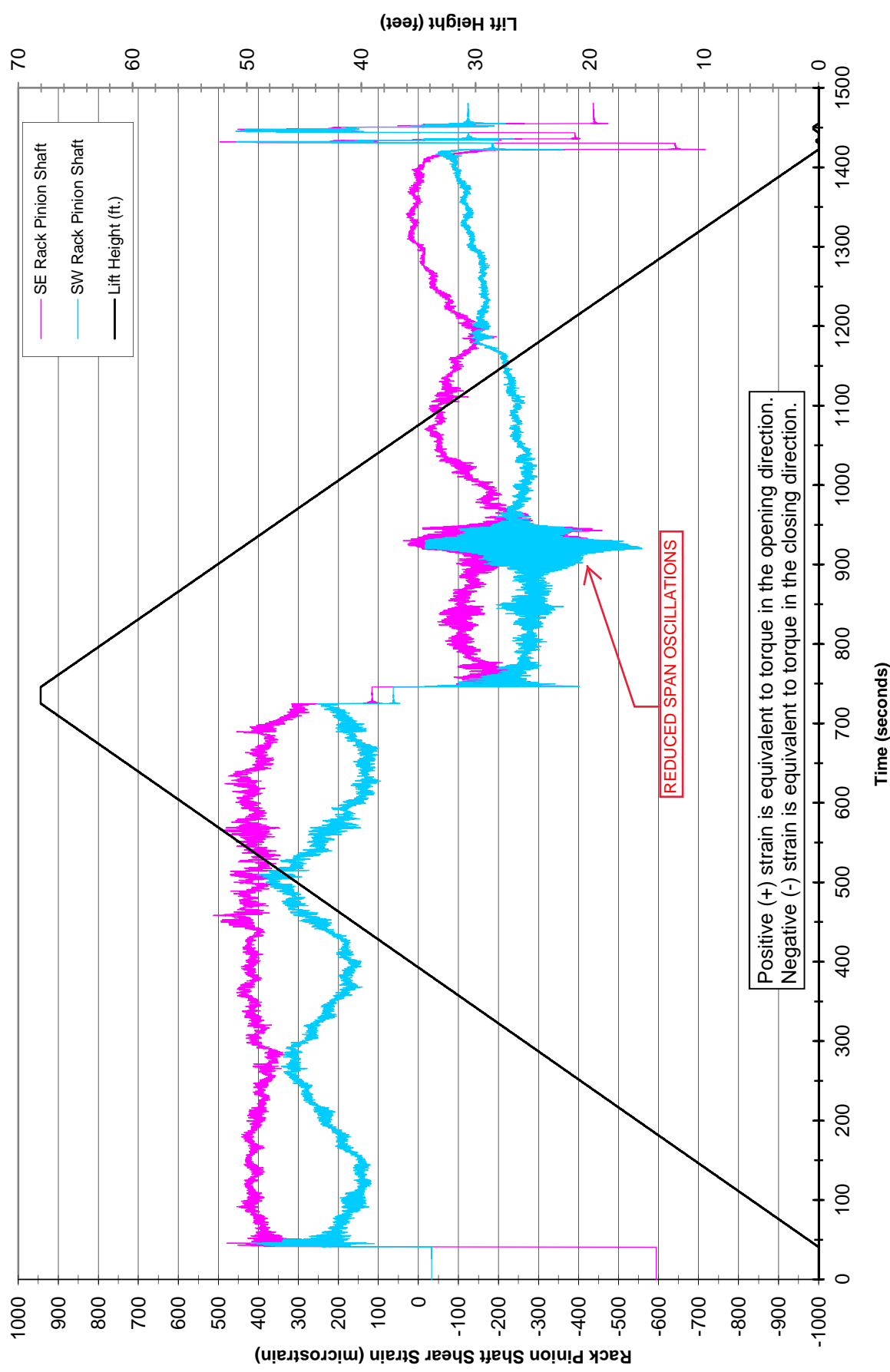
Hood River Vertical Lift Bridge North Tower Shaft Strain Run 3-6 After Cleanup Work



Hood River Vertical Lift Bridge South Tower Shaft Strain Run 2-1 Before Cleanup Work



Hood River Vertical Lift Bridge South Tower Shaft Strain Run 3-6 After Cleanup Work



This page intentionally left blank.

Commission Memo



Prepared by: Fred Kowell
Date: January 23, 2018
Re: Audit for Fiscal Year Ending June 30, 2017

The Annual Financial Report and the Communication to the Governing Body for the Fiscal Year Ended June 30, 2017 is included in your Board Packet. It is important that you read the Communication to the Governing Body since this is the auditor's communication to the Board and provides some valuable input into the audit.

Tara Kamp from Pauly, Rogers and Co., PC will present the Audit report during the meeting should you have additional questions.

This was a good year and this audit is considered an unqualified audit report which is considered a clean audit.

RECOMMENDATION: Approve Audit for Fiscal Year Ending June 30, 2017.

This page intentionally left blank.

PORT OF HOOD RIVER
HOOD RIVER COUNTY, OREGON

COMMUNICATION TO THE GOVERNING BODY
FOR THE YEAR ENDED JUNE 30, 2017



12700 SW 72nd Ave.
Tigard, OR 97223
(51)



PAULY, ROGERS AND Co., P.C.
 12700 SW 72nd Ave. ♦ Tigard, OR 97223
 (503) 620-2632 ♦ (503) 684-7523 FAX
 www.paulyrogersandcocpas.com

November 30, 2017

To the Board of Directors
 Port of Hood River
 Hood River County, Oregon

We have audited the basic financial statements of the governmental activities, the business-type activities, and each major fund of the Port of Hood River for the year ended June 30, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Purpose of the Audit

Our audit was conducted using sampling, inquiries and analytical work to opine on the fair presentation of the basic financial statements and compliance with:

- generally accepted accounting principles and auditing standards
- the Oregon Municipal Audit Law and the related administrative rules

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the basic financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the basic financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting.

Our responsibility for the supplementary information accompanying the basic financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the basic financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements; therefore, our audit involved judgment about the number of transactions examined and the areas to be tested.

Our audit included obtaining an understanding of the Port and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Port or to acts by management or employees acting on behalf of the Port. We also communicated any internal control related matters that are required to be communicated under professional standards.

Pauly, Rogers and Co., P.C.

Management Representations

We have requested certain representations from management that are included in the management representation letter.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the basic financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards with management each year prior to our retention as the auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Required Supplementary Information

We applied certain limited procedures to the required supplementary information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the required supplementary information and do not express an opinion or provide any assurance on it.

Supplementary Information

We were engaged to report on the supplementary information, which accompany the basic financial statements but are not required supplementary information. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the basic financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

Other Information

We were not engaged to report on the other information, which accompanies the basic financial statements but is not required supplementary information. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Pauly, Rogers and Co., P.C.

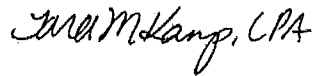
Other Matters – Future Accounting and Auditing Issues

In order to keep you aware of new auditing standards issued by the American Institute of Certified Public Accounts and accounting statements issued by the Governmental Accounting Standards Board (GASB), we have prepared the following summary of the more significant upcoming issues:

GASB 75 – ACCOUNTING AND FINANCIAL REPORTING FOR POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

This Statement is effective for fiscal years beginning after June 15, 2017. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This information is intended solely for the information and use of the Board of Directors and management and is not intended to be and should not be used by anyone other than these specified parties.



Tara M. Kamp, CPA
PAULY, ROGERS AND CO., P.C.

Commission Memo

Prepared by: Kevin Greenwood
Date: January 23, 2018
Re: Draft Administrative Rules



Attached is the review draft of the Administrative Rules governing public-private partnerships related to bridge replacement, prepared by Steven Siegel. Mr. Siegel will lead a review of the rules either in person or via teleconference and Commission input is sought, with a goal to have a final draft in February. Upon approval of the final draft, the Port will conduct up to two hearings for public input before adoption, likely in March.

RECOMMENDATION: Discussion.

This page intentionally left blank.

REVIEW DRAFT 1 – 1/19/18

PORT OF HOOD RIVER RULE

PUBLIC PRIVATE PARTNERSHIPS FOR BRIDGE PROJECTS AND BRIDGE PROJECT ACTIVITIES

1. PURPOSE AND INTENT OF RULE

(1) The primary purpose of this Rule is to describe the process for developing and constructing a replacement bridge between Hood River, Oregon and White Salmon, Washington if undertaken as a Public-Private Partnership with the Port of Hood River.

(2) This Rule implements the authority granted to the Port by Chapter 710 Oregon Laws 2017 to enter into public-private partnership agreements in connection with a Bridge Project, and is adopted in compliance with Section 2(4)(b) of Chapter 710 Oregon Laws 2017 requiring the Port to adopt rules that substantially conform with the Department of Transportation rules implementing ORS 367.800 to 367.824. Nothing in this Rule shall be interpreted as limiting or guiding the Port's authority under other state statutes, including but not limited to its authority to exempt contracts from public bidding under ORS 279C.335(2).

2. DEFINITIONS

As used in this rule:

1. "Acknowledgment of the Rules" means the statement required in the cover letter of a proposal under paragraph (1)(d) of Exhibit 5.3 of this Rule.

2. "Agreement" means a written agreement, including but not limited to a contract, for a Bridge Project or Bridge Project Activity that is entered into under Section 2 of Chapter 710 Oregon Laws 2017.

3. "Bridge" means the existing bridge as of the effective date of this Rule, or a completed bridge that results from a Bridge Project, and any Related Facilities.

4. "Bridge Project" means a project to construct, reconstruct, or replace a bridge that spans the Columbia River, and any Related Facilities, that a Private Entity undertakes in accordance with an Agreement with the Port of Hood River that requires the Private Entity to fund, in whole or in part, the construction, reconstruction, or replacement of a Bridge.

REVIEW DRAFT 1 – 1/19/18

1 5. “Bridge Project Activity” means an activity that a Private Entity undertakes in accordance
2 with an Agreement with the Port of Hood River to plan, acquire, finance, develop, design, construct,
3 reconstruct, replace, improve, maintain, manage, repair, lease, or operate a Bridge, Bridge Project, or any
4 Related Facility.

5 6. “Commission” means the Port of Hood River Commission or any person or persons
6 authorized by the Commission to take an action or make a decision on the Commission’s behalf.

7 7. “Competing Negotiations” means the simultaneous or serial undertaking of negotiations
8 between the Port and multiple proposers regarding an Agreement as step in the selection of a preferred
9 proposal, as described in paragraph 3(b) of subsection 9.2.

10 8. “Competing Proposal” means a written submission to the Port that a proposer submits in
11 response to a notice issued by the Port under subsection 6.3 of this Rule.

12 9. “Days” means calendar days unless specified as business days.

13 10. “Direct Negotiations” means the undertaking of negotiations between the Port and a
14 single selected proposer regarding an Agreement, as described in paragraph 3(a) of subsection 9.2.

15 11. “Director” means the Executive Director of the Port of Hood River.

16 12. “Evaluation Panel” means the panel of persons appointed by the Director to evaluate a
17 proposal for a Bridge Project or Bridge Project Activity under subsection 7.3 of this Rule.

18 13. “Initial Review Committee” or “IRC” means the group of persons designated by the
19 Director to perform the preliminary assessment of an Unsolicited Proposal under subsection 6.1.

20 14. “Key Person” means an official in a Managing Entity, Ownership Entity, or Major
21 Subcontractors who plays a critical role in running the enterprise or a critical role in a proposal and whose
22 loss or unavailability could jeopardize the success of the proposal.

23 15. “Lobbying” has the meaning given that term in paragraph (1)(c) of subsection 3.3 of this
24 Rule.

25 16. “Local Government” has the meaning given that term in ORS 174.116.

26 17. “Major Partner” means a Private Entity that has an ownership interest in excess of 25%
27 in a Managing Entity, Ownership Entity, or Major Subcontractor, as applicable.

REVIEW DRAFT 1 – 1/19/18

1 18. “Major Subcontractor” is the member of the Team, other than the Managing Entity,
2 designated in the proposal to have primary responsibility for one or more the following: project
3 development, engineering, architecture/design, project management, construction (including any
4 construction subcontractors with subcontracts of at least 10% of the construction budget), legal, financial,
5 operations, or maintenance.

6 19. “Managing Entity” means the Private Entity or Private Entities authorized to execute
7 Agreements for the proposal and that will have primary management and oversight responsibility for the
8 performance of the obligations under an Agreement. The Managing Entity may also be a Major
9 Subcontractor or an Ownership Entity.

10 20. “Negotiation Team” shall have the meaning provided in paragraph (2) of subsection 9.2
11 of this Rule.

12 21. “Notice of Availability” means the federally required notice published in the Federal
13 Register announcing the availability of the Final Environmental Impact Statement for a replacement Hood
14 River-White Salmon Bridge.

15 22. “Notice of an Unresponsive Submission” means a written notice sent by the Director to a
16 proposer stating (a) the proposal was deemed incomplete or otherwise unresponsive to the requirements
17 of these Rules or, if applicable, a Solicitation Document; (b) the proposal will not further be considered;
18 and (c) the reasons for the determination.

19 23. “Organizational Disclosure Requirements” means any information required regarding the
20 qualifications, expertise, experience, financial backing, integrity, ownership, litigation and claims history,
21 organizational structure, and decision-making structure of any Team member, Key Person, or Major
22 Partner associated with a proposal.

23 24. “Ownership Entity” means the Private Entity or Private Entities, if any, that are
24 anticipated to have an ownership interest in the Bridge Project of at least 25% or that are the managing
25 partners for an ownership group anticipated to have an ownership interest in the Bridge Project of at least
26 25%

27 25. “Port” means the Port of Hood River.

28 26. “Prequalification Resolution” means the resolution approved by the Commission under
29 subsection 3.2 of this Rule authorizing the acceptance of applications for prequalification status of

REVIEW DRAFT 1 – 1/19/18

1 Managing Entities and, if required by the resolution, other Team Members, and setting terms and
2 conditions of the prequalification status.

3 27. "Private Entity" means any entity that is not a unit of government, including but not
4 limited to a corporation, partnership, company, nonprofit organization, joint venture, or other legal entity,
5 or a natural person.

6 28. "Project" means a Bridge Project or Bridge Project Activity.

7 29. "Public-Private Partnership" or "PPP" means an arrangement between the Port and one
8 or more Private Entities that includes a Private Contribution and provide for the design and construction,
9 maintenance and operation, or ownership of the Bridge Project or Bridge by one or more Private Entities.
10 The use of the word "partnership" in all contexts under this Rule is not intended to mean or to confer on
11 the relationship formed between the Port and a Private Entity any of the attributes or incidents of a
12 partnership under common law or under ORS chapters 68 and 70.

13 30. "Private Contribution" means resources supplied by a Private Entity to accomplish all or
14 part of the work on a Bridge Project, including but not limited to, funding; financing; income, revenue; in-
15 kind contributions of engineering, construction, or maintenance services; or other items of value provided
16 by a Private Entity.

17 31. "Related Facilities" means real or personal property for: (a) operating, maintaining,
18 renovating, or facilitating the use of a Bridge; (b) providing goods and services to people who use a Bridge;
19 or (c) generating revenue that can reduce tolls or that will be deposited in an account established under
20 an Agreement.

21 32. "Request for Competing Proposals" means the public notice required by paragraph (1) of
22 subsection 6.3 requesting Competing Proposals.

23 33. "Rule" means this rule of the Port of Hood River regarding public-private partnerships for
24 a Bridge Project or Bridge Project Activity.

25 34. "Sensitive Business, Commercial or Financial Information" means information submitted
26 by a Private Entity in connection with a proposal for a Bridge Project or Bridge Project Activity, which
27 complies with the criteria in subsection 10.1 of this Rule, and which is exempt from public disclosure under
28 Oregon law and this Rule.

REVIEW DRAFT 1 – 1/19/18

1 35. “Solicitation Document” means a written request for proposals, request for qualifications,
2 or any similar call for proposals or proposers issued by the Port in connection with a Bridge Project or
3 Bridge Project Activity.

4 36. “Solicited Proposal” means a proposal submitted in response to a Solicitation Document
5 that is responsive to the requirements in the Solicitation Document and this Rule.

6 37. “Team” means the Managing Entities, Ownership Entities, Major Subcontractors, and
7 other significant participants, , which are collectively proposed to undertake a Bridge Project or Bridge
8 Project Activity.

9 38. “Term Sheet” means a non-binding agreement, approved by the Commission, specifying
10 preliminarily agreed-upon terms for preparing the final Agreement or Agreements.

11 39. “Unsolicited Proposal” means proposal to the Port by a Private Entity for a Bridge Project
12 or Bridge Project Activity that is not submitted pursuant to a Solicitation Document, and that is responsive
13 to the requirements for an Unsolicited Proposal under this Rule.

14 **3. PORT’S GENERAL AUTHORITY**

15 **3.1 Authority to Solicit Proposals, Accept Unsolicited and Competing Proposal, and Enter** 16 **Negotiations for a Public-Private Partnership for a Bridge Project or a Bridge Project Activity**

17 (1) The Port may, in accordance with this Rule, solicit proposals or qualifications, accept
18 Unsolicited Proposals and Competing Proposals, or, as approved by the Commission, enter into Direct
19 Negotiations or Competitive Negotiations for a Public-Private Partnership to plan, acquire, finance,
20 develop, design, manage, construct, reconstruct, replace, improve, maintain, repair, operate, or own a
21 Bridge Project or Bridge Project Activity if the Commission has determined that such an approach has the
22 potential to accelerate cost-effective delivery of the Project or reduce the public cost of carrying out the
23 Project.

24 **3.2 Prequalification of Proposers**

25 (1) The Port shall not consider any Unsolicited Proposal and, if required by a Prequalification
26 Resolution under paragraph (2) of this subsection, any Competing Proposal or Solicited Proposal, that
27 proposes a Managing Entity or, if required by a Prequalification Resolution, other Team member, that has
28 not been prequalified to submit a proposal under this subsection.

REVIEW DRAFT 1 – 1/19/18

1 (2) The Commission may, at such time or times it determines are in the best interest of the
2 Port, authorize by resolution (the “Prequalification Resolution”) a process to prequalify potential
3 Managing Entities and such other members of a Team as it may determine. No application for
4 prequalification status shall be accepted by the Port unless authorized to do so by a Prequalification
5 Resolution. The Prequalification Resolution must describe:

6 (a) The kind or kinds of proposals that are subject to the prequalification
7 requirement;

8 (b) The members of the Team, if any, that are required to be prequalified in addition
9 to the Managing Entity.

10 (c) The requirements for applying for prequalification status, including the
11 information submission requirements, deadline by which the application must be submitted, and any
12 questionnaires or forms that must be included in the submission;

13 (d) The criteria used to evaluate a prequalification application; and

14 (e) The effective time period of the prequalification status, if approved, and any
15 conditions for the prequalification status.

16 (4) After evaluating prequalification applications, the Director shall notify each applicant
17 whether the requested prequalification status is approved or denied. If a prequalification application is
18 denied, the Director shall provide the applicant written notice of that determination that contains a
19 statement of the reason or reasons for that determination.

20 (5) An applicant receiving notice from the Director that its prequalification application is
21 denied may, within five (5) business days after its receipt of the Director’s written notice, submit to the
22 Port a written protest of the decision. The protest must state facts and argument to demonstrate that the
23 Director’s decision was incorrect or constituted an abuse of the Director’s discretion. If an applicant timely
24 submits a protest that complies with this paragraph (5) of this subsection, the Commission shall consider
25 the protest and issue a decision that resolves the issues raised in the protest.

26 (6) By submitting a prequalification application, the Private Entity, if determined to be
27 prequalified, thereby agrees to notify the Port in writing of any material changes in the Private Entity’s
28 qualifications, including without limitation changes in its ownership or the status of any Key Persons or

REVIEW DRAFT 1 – 1/19/18

1 Major Partner, within sixty (60) days of its occurrence. Failure to comply with this requirement may be
2 grounds to terminate the prequalified status of the Private Entity.

3 (7) Notwithstanding any specification of a term during which an entity's prequalification is
4 effective, the Port may terminate or revise an entity's prequalified status upon the Port's discovery of
5 information that adversely reflects on the entity's prequalified status. Prior to any termination or adverse
6 revision of an entity's prequalification, the Director will provide the applicant written notice of that
7 determination that contains a statement of the reason or reasons for that determination and advise that
8 entity that it may protest the proposed action under paragraph (5) of this subsection.

9 (8) Nothing in this subsection limits the ability of the Commission to authorize a process to
10 prequalify potential proposers under paragraph (2) this subsection at any time, including during periods
11 in which other Private Entities are prequalified under a previous prequalification process.

12 **3.3 Prohibition against Lobbying by a Proposer**

13 (1) Unless otherwise authorized in writing by the Director or his or her designee as described
14 in paragraph (2) of this subsection, no proposer, agent or representative of a proposer, Team member, or
15 agent or representative of a Team member shall engage in Lobbying, as described in subparagraph (c) of
16 this paragraph (1), between the Start Date and End Date. As used herein:

17 (a) Start Date means:

18 (A) For an Unsolicited Proposal, the date on which a prequalification
19 application is submitted under subsection 3.2; and

20 (B) For a Solicited Proposal, the date on which a Solicitation Document issued
21 by the Port.

22 (b) End Date means:

23 (A) For an Unsolicited Proposal, the earliest of the date on which (i) an
24 Agreement for a Bridge Project is approved by the Commission, (ii) the Port terminates the process for
25 reviewing the Unsolicited Proposal and Competing Proposals, or (iii) the entity's prequalification status
26 terminates; and

REVIEW DRAFT 1 – 1/19/18

1 (B) For Solicited Proposal, the earliest of the date on which (i) an Agreement
2 for a Bridge Project is approved by the Commission, or the date on which (ii) the Port terminates the
3 process for reviewing the Solicited Proposals.

4 (c) Lobbying under this Rule shall include any direct or indirect contact, not
5 authorized under paragraph (2) of this subsection, in which a proposal for a Bridge Project or Bridge
6 Project Activity is discussed, whether in person, in writing, or electronically, by a proposer or an agent or
7 representative of a proposer (including any member of the Team, or an agent or representative of a Team
8 member) with any member of the Commission; any local, state, or federal official (including presentations
9 to any governmental boards or commissions); or persons (or agents or representatives of persons)
10 engaged in print or electronic media.. Lobbying does not include any valid appeal by a qualified proposer
11 under this Rule, provided the appeal is limited to the content and process described hereunder.

12 (2) The Director may authorize Private Entities that are prequalified pursuant to subsection
13 3.2, proposers of Unsolicited Proposals or Competing Proposals, or proposers of Solicited Proposals, as
14 applicable, to engage in Public Outreach, if the Director determines such Public Outreach: (i) does not
15 afford any Private Entity an undue competitive advantage and (ii) is in the best interest of the Port. As
16 used in this Rule, Public Outreach shall include any direct or indirect contact with public officials or media
17 that is authorized by the Director. The authorization to engage in Public Outreach shall be in writing and
18 shall describe the specific purpose or purposes for which Public Outreach is authorized, any limitations on
19 the Public Outreach, and the time period during which the authorization is effective. Any proposer, agent
20 or representative of a proposer, Team member, or agent or representative of a Team member authorized
21 to engage in Public Outreach shall only do so under the terms and conditions set forth in the Director's
22 authorization. Any Public Outreach not complying with the terms and conditions in the Director's
23 authorization shall constitute Lobbying under paragraph (1) of this subsection.

24 (3) Any violation of the prohibition against Lobbying shall constitute grounds for terminating
25 the prequalification status of the violator, disqualifying the proposal of such violator, and disqualifying the
26 violator from submitting to the Port any prequalification application or proposal for a Bridge Project or
27 Bridge Project Activity for a period of up to three (3) years. The Director shall determine whether
28 prohibited Lobbying has occurred and, if so, the associated penalty. If the Director determines that
29 Lobbying occurred, the Director shall send notice to the violator or violators stating the penalty or
30 penalties and the reasons for the penalty or penalties.

REVIEW DRAFT 1 – 1/19/18

1 (4) Any proposer receiving notice under paragraph (3) of this subsection shall have five (5)
2 days to file a written appeal to the Commission stating its reasons why the penalty or penalties are not
3 warranted. The Commission may overturn the determination of the Director if the Commission finds that
4 (i) there was not any improper contact or (ii) the contact was unintended or incidental and contact could
5 not have reasonably given the violator or the violator’s proposal a competitive advantage.

6 **3.4 Acknowledgement of Rules**

7 (1) By submitting a proposal for a Bridge Project or Bridge Project Activity to the Port,
8 whether a Solicited, Unsolicited, or Competing Proposal, the proposer thereby acknowledges that it has
9 agreed to and accepts all terms and conditions under this Rule.

10 **4. PROCESS REQUIREMENTS FOR UNDERTAKING A SOLICITED PROPOSAL**

11 **4.1 Solicitation Documents**

12 (1) The Port may solicit proposals for a Bridge Project or one or more Bridge Project Activities
13 by issuing a Request for Qualifications (RFQ), a Request for Proposals (RFP), or a multi-staged RFQ/RFP
14 (each referred to herein as a “Solicitation Document”)

15 (2) In a solicitation for proposals, the Port will specify in a Solicitation Document the
16 requirements for proposal content, and the criteria and procedures under which the proposals will be
17 evaluated and selected. These requirements, criteria, and procedures will comply with the requirements
18 of Section (2) of Chapter 710 Oregon Laws 2017, but can include any such other factors as the Port
19 determines.

20 (3) Nothing in this Rule is intended to limit the scope of the Port’s discretion or authority to
21 develop evaluation criteria and processes for a Solicited Proposal as long as the criteria and processes
22 comply with the requirements of Section (2) of Chapter 710 Oregon Laws 2017.

23 (4) If a Prequalification Resolution provides that one or more members of a Team involved in
24 a Solicited Proposal must be prequalified, the Port shall not consider any Solicited Proposal that that has
25 any such member or members of the Team that have not been prequalified.

26 **4.2 Public Notice of Solicitation**

REVIEW DRAFT 1 – 1/19/18

1 (1) The Port will furnish notice to a sufficient number of entities for the purpose of fostering
2 and promoting competition. The notice will indicate where, when, how, and for how long the Solicitation
3 Document may be obtained and generally describe the work. The notice may contain any other
4 appropriate information. The Port may charge a fee or require a deposit for the Solicitation Document.
5 The Port shall furnish notice of the availability of the Solicitation Documents as follows:

6 (a) Mail notice of the availability of Solicitation Documents to entities that have
7 expressed an interest in the Port's procurements;

8 (b) Place notice on the Port's internet web site;

9 (c) Place notice in the Daily Journal of Commerce and any other applicable
10 publications determined by the Director; and

11 (d) Use any other method of providing notice the Director determines will promote
12 competition.

13 **4.3 Evaluation and Selection of a Solicited Proposal**

14 (1) Subject to the terms and criteria set forth in a Solicitation Document, the Port may select
15 one or more proposers for the purpose of negotiating agreements under Section 9 of this Rule for a Bridge
16 Project or Bridge Project Activity, or may reject all proposals.

17 (2) With regard to the proposal or proposals selected for negotiations, the Port may enter
18 into negotiations for the full scope of the proposal or proposals or for any part of parts of the proposal or
19 proposals.

20 (3) The selection of a proposal or proposals for negotiations does not constitute a final
21 selection of such proposal or proposals; the final selection of a proposal or proposals is subject to the
22 Commission's approval of a binding Agreement for such proposal or proposals.

23 **5. REQUIREMENTS FOR UNSOLICITED PROPOSALS**

24 **5.1 General Requirements for Submission of Unsolicited Proposal**

REVIEW DRAFT 1 – 1/19/18

1 (1) Following publication in the Federal Register of the Notice of Availability of the Final
2 Environmental Statement for a replacement bridge, the Port may consider Unsolicited Proposals for a
3 Bridge Project or a Bridge Project Activity submitted by a Managing Entity that has been prequalified
4 pursuant to subsection 3.2, provided that the proposal complies with all terms and conditions of the
5 applicable Prequalification Resolution, including any requirements for other Team members to be
6 prequalified, and the terms and conditions of this Rule. The Port shall not consider any Unsolicited
7 Proposal that: (a) is submitted prior to the publication of the Notice of Availability of the FEIS or (b)
8 proposes a Managing Entity, or other team member required to be prequalified under a Prequalification
9 Resolution, that has not been prequalified.

10 (2) A proposal review fee in the amount prescribed by subsection 5.2 must accompany any
11 Unsolicited Proposal; no proposal shall be deemed received by the Port unless accompanied by payment
12 of the required fee.

13 (3) The proposer shall submit an original and ten (10) copies of any Unsolicited Proposal in
14 compliance with the requirements of subsection 5.3. The proposal must bear the signature of the
15 authorized representative. The original proposal, required copies, and processing fee shall be delivered
16 to the Director or his designee.

17 (4) The Port will consider an Unsolicited Proposal only if the proposal:

18 (a) Is received by the Port: (i) prior to a Commission decision to issue a Solicitation
19 Document for a Bridge Project or Bridge Project Activity or (ii) after the termination of a solicitation
20 process that did not yield an Agreement or that was otherwise terminated prior to being constructed;

21 (b) Is signed by an authorized representative of the proposer;

22 (c) Is accompanied by the fee required under subsection 5.2 of this Rule; and

23 (d) Fully complies with all applicable requirements under this Rule.

24 **5.2 Fees to Accompany Unsolicited Proposals**

25 (1) The fee required for Unsolicited Proposals by Section 5.1(2) shall be \$40,000 unless
26 otherwise adjusted or waived pursuant to paragraphs (2) or (3) of this subsection. If the Port invites

REVIEW DRAFT 1 – 1/19/18

1 Competing Proposals under subsection 6.3 the fee required to accompany each Competing Proposal shall
2 be \$40,000. The Commission may, from time to time, increase these fees by a vote of the Commission.

3 (2) If the cost of evaluating an unsolicited proposal exceeds the fees assessed under
4 paragraph (1) of this subsection, the Director may assess additional fees that exceed the amount in
5 paragraph (1) that reflect the reasonable expected costs to be incurred by the Port in evaluating the
6 Unsolicited Proposal. If the proposer of the Unsolicited Proposal does not agree to pay the additional fee
7 within ten (10) business days from the date the Director assessed the additional fee, the Unsolicited
8 Proposal shall be deemed incomplete and the Port shall refund any fees previously paid and shall not
9 further consider the Unsolicited Proposal.

10 (3) The Director may waive the fees specified in paragraphs (1) and (2) of this subsection if
11 the interests of the Port or the specific merits of the project would warrant such a waiver. In considering
12 whether to grant a waiver, the Director will consider the magnitude of costs versus benefits of such a
13 waiver.

14 **5.3 Contents and Format of Unsolicited Proposal and Competing Proposals**

15 (1) An Unsolicited Proposal or a Competing Proposal shall include all the information
16 specified under Exhibit 5.3 of this Rule, except as expressly waived by the Director.

17 (2) In addition to the information required under Exhibit 5.3, the Port may request from time
18 to time such additional information or materials from the proposer as the Port deems beneficial to
19 understanding or reviewing the proposal. If requested, failure to provide such information or material
20 shall be sufficient grounds for rejection of the proposal. In addition, the Port may undertake such
21 reference checks and make such other inspections of team members as the Port may find beneficial to
22 reviewing a proposal.

23 (3) All aspects of the proposal must comply with all applicable federal, state, and local laws
24 and regulations, including but not limited to the provisions of Chapter 710 Oregon Laws 2017 and this
25 Rule.

26 (4) A proposal submitted by a Private Entity must be signed by an authorized representative
27 of the Private Entity submitting the proposal.

REVIEW DRAFT 1 – 1/19/18

1 (5) The proposer shall clearly identify any Sensitive Business, Commercial, or Financial
2 Information in the proposal that the proposer considers exempt from public disclosure under Oregon
3 state law, as described in Section 10 of this Rule.

4 (6) All pages of a proposal shall be double-sided and numbered. Each copy of the proposal
5 will be bound or otherwise contained in a single volume where practicable. An electronic version of the
6 proposal and any supporting material submitted as part of the proposal shall also be provided.

7 **5.4 Additional Proposer Organizational Disclosure Requirements**

8 (1) In addition to the Organizational Disclosure Requirements under paragraph (2) of Exhibit
9 5.3, the Director or the Director’s designee may impose, after the submission of a proposal, any other
10 Organizational Disclosure Requirements the Director determines to be reasonably necessary to evaluate
11 the Team associated with a proposal. All proposers, and Team members and Key Persons associated with
12 a proposal, must complete and submit any required disclosure form prescribed by the Port within the
13 deadlines set by the Director or the Director’s designee, including any documents required in the
14 disclosure process. Failure to provide such disclosures or documents shall constitute sufficient grounds
15 for rejection of the proposal.

16 (2) All proposers must provide all the information required by this Rule. The Port may reject,
17 or require the supplementation of, a proposal if the proposer has not satisfied all Organizational
18 Disclosure Requirements, including providing duly executed disclosure forms requested by the Port, or if
19 any information provided is not accurate, current, or truthful. In addition, the Port may request any
20 supplemental information it deems beneficial to its review of a proposal. The failure or refusal of any
21 proposer to properly execute, fully complete, or accurately report any information required by the Port
22 or provide additional information requested by the Port shall be sufficient grounds for rejection of the
23 proposal.

24 (3) Any change in the status of the proposer, the Team, the identity of any of the Key Persons,
25 or the addition of any Key Persons must be reported to the Port within thirty (30) calendar days of the
26 known change, and those whose status has changed or who have been added as Key Persons will be
27 required to submit the required Organizational Disclosure Requirement information. For purposes of this
28 section, a “change in the status of a proposer” includes reorganization of the business structure or

REVIEW DRAFT 1 – 1/19/18

1 corporate structure of the proposer, Team Member, or a Major Partner amounting to a transfer of over
2 twenty five percent (25%) of the entity's ownership.

3 (4) The burden of satisfying the Organizational Disclosure Requirements, both in terms of
4 producing the disclosures and assuring their accuracy and completeness, resides with each proposer.

5 (5) Each proposer and Team member by submitting a proposal, including but not limited to
6 information and forms satisfying Organizational Disclosure Requirements, thereby accepts all risk of
7 adverse public notice, damages, financial loss, criticism, or embarrassment that may result from any
8 disclosure or publication of any material or information required or requested by the Port in connection
9 with the proposer's submission of a proposal. In submitting a proposal or being a member of the Team,
10 the proposer or member of the Team expressly waives, on behalf of itself, its partners, joint venturers,
11 officers, employees, representatives, and agents, any claim against the Director, the Commission, the
12 Port, and their officers, representatives, and agents, employees, for any damages that may arise
13 therefrom.

14 **6. PROCESSING OF UNSOLICITED PROPOSALS**

15 **6.1 Preliminary Assessment of Unsolicited Proposal**

16 (1) Subject to receipt of the proper fee under subsection 5.2 and the inclusion of an
17 Acknowledgement of the Rules, an Unsolicited Proposal will be reviewed by an Initial Review Committee
18 (IRC) appointed by the Director. If the proper fee payment or Acknowledgement of the Rules was not
19 included with the Unsolicited Proposal, the proposer shall be notified and, if the proper fee and/or
20 Acknowledgement of the Rules is not received within three (3) business days of transmitting such
21 notification, the proposal shall be rejected and shall not be eligible for resubmission to the Port for a
22 period of ninety (90) days from the date of the Port notice under this paragraph (1) of this subsection.

23 (2) If the proper fee and Acknowledgement of the Rules for the Unsolicited Proposal is
24 provided, the IRC will assess the completeness of the Unsolicited Proposal, including compliance with all
25 applicable provisions of this Rule; and will preliminarily assess the qualifications of the proposer, the
26 feasibility of the proposal, and the public benefit of the proposal. The purpose of this initial assessment is
27 limited to determining whether the Unsolicited Proposal merits further consideration under this Rule.

REVIEW DRAFT 1 – 1/19/18

1 (3) Within forty-five (45) days from receipt of the Unsolicited Proposal or, if later, the
2 applicable fee and Acknowledgement of the Rules, unless otherwise extended by the Director, the IRC will
3 report the results of its assessment to the Director. Prior to reporting its assessment, the IRC may request
4 additional information from the proposer, and may take any additional information received from the
5 proposer into account in making its assessment.

6 (4) The Director will review IRC assessment and formulate his or her recommendation to the
7 Commission regarding whether the Unsolicited Proposal merits further consideration. The Director’s
8 recommendation shall consider the recommendation of the IRC but is not required to follow the IRC
9 recommendation. In making his or her recommendation, the Director shall consider compliance with all
10 applicable provisions of this Rule, the preliminary assessment of the qualifications of the proposer and
11 the Team, the feasibility of the proposal, and the public benefit of the proposal.

12 (5) If the Director determines an Unsolicited Proposal is incomplete or otherwise not
13 responsive with the requirements of this Rule:

14 (a) The Director shall promptly convey to the proposer a “Notice of an Unresponsive
15 Submission”;

16 (b) A proposer receiving a Notice of an Unresponsive Submission shall have five (5)
17 Business Days from the date of receipt of the notice to appeal in writing to the Port. The written appeal
18 shall explain in detail why the Notice of an Unresponsive Submission was issued in error; and

19 (c) If appealed, the Commission shall hear the appeal at the first Commission
20 meeting following the Port’s receipt of the appeal. The Commission’s review of the appeal shall be limited
21 to the errors enumerated in the written appeal. If the Director’s determination is upheld by the
22 Commission, the Unsolicited Proposal will be rejected. If the Director’s determination is reversed by the
23 Commission, the Director shall make a recommendation on the preliminary assessment of the merits of
24 the Unsolicited Proposal under paragraph (6) of this subsection.

25 (6) If an Unsolicited Proposal is deemed complete and responsive to this Rule, the Director
26 shall make a recommendation as to the merits of further considering the proposal. In making his or her
27 recommendation of the merits, the Director shall consider, the preliminary assessment of the
28 qualifications of the proposer and the Team, the feasibility of the proposal, and the public benefit of the

REVIEW DRAFT 1 – 1/19/18

1 proposal. The Director shall transmit his or her written recommendation to the Commission and to the
2 proposer; and:

3 (a) If the recommendation is to reject the proposal for further consideration, the
4 proposer can appeal the recommendation by providing written notice to the Director within five (5)
5 Business Days. The written appeal shall explain in detail why the recommendation of the Director is in
6 error;

7 (b) If appealed, the Commission shall hear the appeal at the same Commission
8 meeting at which the Commission considers the recommendation of the Director. At such Commission
9 meeting, the Director shall present his or her recommendation, including the reasons for the
10 recommendation. Following the report of the Director, the proposer shall present its appeal, which shall
11 be limited to the errors enumerated in the proposer's written appeal.

12 (c) At such time as the Commission deems it has sufficient information, the
13 Commission shall approve or overturn the recommendation of the Director. If the recommendation of the
14 Director is:

15 (A) Approved by the Commission, the Unsolicited Proposal will be rejected
16 and not receive any further consideration.

17 (B) Overturned by the Commission, the Unsolicited Proposal will continue to
18 be reviewed and Competing Proposals will be invited under subsection 6.3.

19 (7) At any time prior to the selection of Competing Proposals for detailed review under
20 subsection 6.4, the Port may, from time to time, require or permit proposers of an Unsolicited Proposal
21 to submit revisions, clarifications to, or supplements of their previously submitted Unsolicited Proposals.
22 The Port may, in the exercise of this authority, require a proposer to add or delete features, concepts,
23 elements, information, or explanations that were not included in the initial proposal. Failure to respond
24 to such a request shall constitute sufficient grounds to reject the proposal.

25 **6.2 Commission Action whether to Further Consider an Unsolicited Proposal**

REVIEW DRAFT 1 – 1/19/18

1 (1) At the first regular meeting of the Commission following a recommendation by the
2 Director under paragraph (6) of subsection 6.1, the Commission shall review the recommendation of the
3 Director and:

4 (a) Find that the Unsolicited Proposal merits further consideration and direct staff to
5 solicit Competing Proposals;

6

7 (b) Find the Unsolicited Proposal does not merit further consideration;

8 (c) Request additional information from the Director or the proposer before
9 determining whether the Unsolicited Proposal merits further consideration; or

10 (d) Require further public hearings or meetings before determining whether the
11 Unsolicited Proposal merits further consideration.

12 (2) In making the finding to further consider or terminate consideration of the Unsolicited
13 Proposal, the Commission shall take into account the completeness of the Unsolicited Proposal, including
14 compliance with all applicable provisions of this rule; and the preliminary assessment of the qualifications
15 of the proposer, feasibility of the proposal, and public benefit of the proposal.

16 (3) If the Commission finds that the Unsolicited Proposal does not merit further
17 consideration, the Commission shall direct the Director to so notify the proposer of the Unsolicited
18 Proposal and to cease any further consideration of the proposal.

19 (4) If the Commission finds that the Unsolicited Proposal merits further consideration and
20 directs staff to seek Competing Proposals, the Commission shall direct the Director to so notify the
21 proposer of the Unsolicited Proposal and to commence the solicitation of Competing Proposals as set
22 forth in subsection 6.3.

23 (5) If the Commission finds that the Unsolicited Proposal merits further consideration and
24 directs staff to begin Direct Negotiations, the Commission shall direct the Director to so notify the
25 proposer of the Unsolicited Proposal and to commence Direct Negotiations regarding an Agreement
26 under Section 9.

REVIEW DRAFT 1 – 1/19/18

1 6.3 Process for Soliciting Competing Proposals

2 (1) Within ten (10) business days of the Commission’s finding to further consider an
3 Unsolicited Proposal under paragraph (4) in subsection 6.2, the Port shall provide public notice inviting
4 Competing Proposals (“Request for Competing Proposals”); the public notice shall:

5 (a) Be published in the Daily Journal of Commerce and any other applicable
6 publications determined by the Director, upon such electronic website providing for general public access
7 as the Port may develop for such purpose, and in any such other manners as the Port finds beneficial to
8 fostering qualified Competing Proposals;

9 (b) Be provided to the chief executive of any county or city in which the Project will
10 be located, any person or entity that expresses in writing to the Port an interest in the subject matter of
11 the Unsolicited Proposal, the ODOT Region 1 Director, and the WSDOT Southwest Washington Region
12 Director;

13 (c) Outline the general nature and scope of the Unsolicited Proposal;

14 (d) Invite the submission of Competing Proposals;

15 (e) Specify that the requirements set forth for an Unsolicited Proposal under Section
16 5 and other provisions of this Rule must be met, any additional requirements that must be met, and any
17 additional criteria or processes that will be used to evaluate the proposals; and

18 (f) Specify the date, time, and location at which any Competing Proposal must be
19 submitted.

20 (2) The Port shall not consider any Competing Proposals received after the expiration of the
21 time period stated in the notice or at a location other than the location stated in the notice, nor shall the
22 Port consider any Competing Proposal failing to satisfy all the requirements set forth in the notice and
23 this Rule. If a Prequalification Resolution provides that one or more members of a Team involved in a
24 Competing Proposal must be prequalified, the Port shall not consider any Competing Proposal that that
25 has any such member or members of the Team that have not been prequalified.

26 6.4 Completeness Review of Competing Proposals

REVIEW DRAFT 1 – 1/19/18

1 (1) Within fifteen (15) business days from the expiration of the submission period set forth
2 in the notice under subsection 6.3, unless otherwise extended by the Director, the IRC shall provide to the
3 Director a completeness assessment of all Competing Proposals received by the Port within the
4 submission period set forth in the notice and with the proper fee. This completeness assessment will focus
5 solely on whether a Competing Proposal meets all requirements under this Rule for a Competing Proposal
6 and any additional requirements set forth in the notice under subsection 6.3; this completeness
7 assessment will not address the merits of the Competing Proposals.

8 (2) Taking into consideration the assessment prepared by the IRC under paragraph (1) of this
9 subsection 6.4, the Director shall determine whether each Competing Proposal is complete and
10 responsive to the Port’s requirements or incomplete or unresponsive to the Port’s requirements. The
11 director shall notify the proposers of the Unsolicited Proposal and each Competing Proposal of the
12 Director’s determination.

13 (3) Competing Proposals that are complete and responsive to this Rule will be subjected to
14 the detailed evaluation described in Section 7.

15 (4) The Director shall promptly convey to the proposer of a proposal found to be incomplete
16 or unresponsive a Notice of an Unresponsive Submission and notify the Commission of any such notices.
17 Any proposer receiving a Notice of an Unresponsive Submission shall have five (5) business days from the
18 date of receipt of the notice to appeal in writing to the Port. The written appeal shall explain in detail why
19 the Notice of an Unresponsive Submission was issued in error.

20 (5) The Commission shall hear the appeal at the first Commission meeting following receipt
21 of the appeal. The Commission’s review of the appeal shall be limited to the errors enumerated in the
22 written appeal. If the Director’s determination is upheld by the Commission, the subject Competing
23 Proposal will be rejected and no longer considered. If the Director’s determination is reversed by the
24 Commission, the Competing Proposal will continue to be reviewed under Section 7.

25 (6) The Port may, from time to time after a Competing Proposal is submitted, request that
26 clarifying information, including but not limited to additional Organizational Disclosure Requirements,
27 regarding the Competing Proposal be provided to the Port. Failure to provide such clarifying information
28 within a reasonable time period following the Port’s request may constitute grounds to terminate
29 consideration of the Competing Proposal.

REVIEW DRAFT 1 – 1/19/18

1 **7. EVALUATION OF PROPOSALS**2 **7.1 Applicability**

3 The regulations of this Section 7 shall apply to all Unsolicited Proposals and Competing Proposals
4 selected for detailed evaluation. Unless otherwise provided in a Solicitation Document, the regulations of
5 this Section 7 shall apply to all Solicited Proposals that are selected for detailed evaluation.

6 **7.2 Authority Retained by Port during the Evaluation of Proposals to Request Refinements to**
7 **Proposals and Additional Information**

8 (1) At any time during the evaluation of proposals, the Port may issue on its website or
9 convey by email to proposers an addendum or addenda requesting additional explanations, the addition
10 or deletion of project features, alternative financing terms, additional Organizational Disclosure
11 Requirements, and other information not included in the initial proposals. The addendum or addenda
12 shall include a deadline for the submission of requested materials. The failure of a proposer to adequately
13 respond to such addenda shall constitute sufficient grounds to reject the applicable proposal.

14 (2) The Port may authorize, at its option, competitive negotiations with multiple proposers
15 as a means of selecting from among the proposals selected for detailed evaluation. The object of such
16 competitive negotiations, which the Port may conduct concurrently or serially with more than one
17 proposer, is to maximize the Port's ability to obtain best value and to permit proposers to develop revised
18 proposals. Therefore, the negotiations may include, but shall not be limited to:

19 (a) Informing proposers of deficiencies in their proposals;

20 (b) Notifying proposers of parts of their proposals for which the Port would like
21 additional information; and

22 (c) Otherwise allowing proposers to develop revised proposals that will permit the
23 Port to obtain the best proposal. The scope, manner, and extent of negotiations with any proposer are
24 subject to the discretion of the Port. To the extent permitted by law, the Port may (i) conduct negotiations
25 with proposers before information about the subject proposals is made available to the public and (ii) not
26 publicly disclose the content of the negotiations. In conducting these negotiations, the Port:

REVIEW DRAFT 1 – 1/19/18

1 (A) Shall not engage in conduct that favors any proposer over another;

2 (B) Shall not reveal to another proposer a proposer's Sensitive Business,
3 Commercial, or Financial Information; and

4 (C) Shall not reveal to another proposer a proposer's price (or pricing
5 information) or business terms,

6 **7.3 Evaluation Panel**

7 (1) Each proposal deemed to be complete and responsive to these Rules and, if applicable, a
8 Solicitation Document or Request for Competing Proposals, shall be evaluated by an Evaluation Panel
9 established by the Director.

10 (2) The Evaluation Panel shall be of such size and composition as the Director determines is
11 in the best interest of achieving a fair and technically sound assessment of the proposals, and may be
12 comprised of such Port staff or officials, state and local staff or officials, public representatives,
13 consultants, or other advisers as the Director may determine.

14 (3) In evaluating Solicited Proposals, the Evaluation Panel shall employ the evaluation
15 process and criteria set forth in the Solicitation Documents. In evaluating an Unsolicited Proposal or
16 Competing Proposal, the Evaluation Panel shall employ the evaluation process and criteria set forth in
17 these Rules and, if any, in the Request for Competing Proposals. The Evaluation Panel may incorporate
18 such additional criteria and processes as it deems beneficial to its evaluation, including without limitation,
19 reference checks, evaluation criteria, or scoring methodology, provided that such process, methodologies,
20 or criteria shall be in writing, approved by the Director, and made publicly available at the time the
21 recommendation of the Director is released to the Commission pursuant to subsection 8.2. In all instances,
22 the Evaluation Panel must consider the factors set forth in paragraph (1) of subsection 7.4.

23 (4) The Evaluation Panel may ask for such additional information from proposers, interviews
24 with proposers, outside technical advice, and public input as it deems helpful to its evaluation.

25 (5) Upon the completion of its report, the Evaluation Panel shall transmit to the Director a
26 final report and any supporting materials the Evaluation Panel deems relevant. To the extent permitted

REVIEW DRAFT 1 – 1/19/18

1 by law, the report of the Evaluation Panel, including any documentation in connection with its
2 preparation, shall not be subject to public disclosure until such time as the Director issues his or her
3 recommendation under subsection 8.2, at which time the report will be made public; provided, however,
4 the Port may redact from the from the publicly disclosed recommendation report any Sensitive Business,
5 Commercial or Financial Information permitted by law.

6 **7.4 Factors to be considered in the Evaluation**

7 (1) In evaluating proposals for a Bridge Project, the following factors must be considered
8 pursuant to Chapter 710 Oregon Laws 2017:

9 (a) The estimated cost of the Bridge Project;

10 (b) The qualities of the design that the proposer submits, if appropriate, including:

11 (A) The structural integrity of the design and how the design will likely affect
12 future costs of maintaining the bridge;

13 (B) The aesthetic qualities of the design and other aspects of the design such
14 as the width of lane separators, landscaping and sound walls;

15 (C) The traffic capacity of the design;

16 (D) Aspects of the design that affect safety, such as lane width, the quality of
17 lane markers and separators, the shape and positioning of ramps and curves and changes in elevation;
18 and

19 (E) The ease with which traffic will pass through any toll collection facilities;

20 (c) The extent to which the bridge project will involve small businesses. The Port shall
21 encourage small businesses to participate in the bridge project to the maximum extent that the port
22 determines is practicable. As used in this paragraph “small business” means an independent business with
23 fewer than 20 employees and with average annual gross receipts during the last three years of not more
24 than \$1 million for construction firms and not more than \$300,000 for businesses that are not construction
25 firms; however, small business does not include a subsidiary or parent company that belongs to a group
26 of firms that the same individuals own or control and that have average aggregate annual gross receipts

REVIEW DRAFT 1 – 1/19/18

1 during the last three years in excess of \$1 million for construction firms or \$300,000 for firms that are not
2 construction firms;

3 (d) The proposer’s financial stability and ability to provide funding for the Bridge
4 Project or Bridge Project Activity and obtain, or act as, a surety for the proposer’s performance and
5 financial obligations with respect to the Bridge Project or Bridge Project Activity;

6 (e) The experience of the proposer and the proposer’s subcontractors in engaging in
7 bridge project activities of a size and scope similar to the proposed Bridge Project or Bridge Project
8 Activity;

9 (f) The terms of the financial arrangement that the proposer accepts or proposes
10 with respect to franchise fees, license fees, lease payments, or operating expenses and the proposer’s
11 required rate of return from engaging in the bridge project activity; and

12 (g) The terms that the proposer offers for engaging in the bridge project activity,
13 including:

14 (A) The amount of proposed tolls and administrative fees;

15 (B) Schedules for altering tolls and administrative fees; and

16 (C) Any restrictions or conditions on future increases in tolls or
17 administrative fees.

18 (2) In addition to the factors in paragraph (1) of this subsection, the Evaluation Panel may
19 take into consideration any additional factors it deems relevant, such as those enumerated in Exhibit 7.4.

20 **7.5 Proposer Presentations**

21 (1) At any time during this evaluation process, and from time to time, the Evaluation Panel
22 may request proposers to make presentations to the Evaluation Panel. Proposers shall be afforded not
23 less than ten (10) business days following written notification from the Evaluation Panel to prepare such
24 presentations. If there is an issue to which the proposer is unable to respond during the formal
25 presentation, the Evaluation Panel may, at its discretion, grant the proposer a reasonable period of time
26 in which to submit a written response.

27 (2) The format of these presentations will include a formal presentation by the proposer,
28 followed by any questions the Evaluation Panel may have pertaining to the Project, proposal or the

REVIEW DRAFT 1 – 1/19/18

1 presentation. The Evaluation Panel is not limited to asking the same or similar questions to each proposer.
2 These meetings are intended to allow the Evaluation Panel to seek clarification of Project elements and
3 complete deliverable requirements, and provide proposers with the opportunity to further explain their
4 proposal.

5 **8. Director’s Recommendation and Commissions Review and Selection of Proposals**

6 **8.1 Applicability**

7 The regulations in this Section 8 shall apply to all Unsolicited Proposals and Competing Proposals
8 selected for detailed evaluation. In addition, unless otherwise provided in a Solicitation Document, the
9 regulations of this Section 8 shall apply to all Solicited Proposals that are selected for detailed evaluation.

10 **8.2 Director’s Recommendation to the Commission**

11 (1) Following receipt of the Evaluation Panel report under paragraph (5) of subsection 7.3,
12 the Director shall determine if the report is sufficient for the Director to make his or her recommendation
13 to the Commission. If the Director finds that the report of the Evaluation Panel is insufficient to make a
14 recommendation, the Director shall ask the Evaluation Panel for such additional analysis as the Director
15 deems necessary to make a recommendation.

16 (2) Following the Director’s determination that the report of the Evaluation Panel is sufficient
17 to make a recommendation, the Director shall prepare his or her recommendation to the Commission,
18 which may include a recommendation to:

19 (a) Reject all proposals and terminate the process;

20 (b) Select one proposal for negotiations, and reject all other proposals;

21 (c) Select one proposal for negotiations, and retain one or more other proposals for
22 possible future negotiations if the initial negotiations are not successfully concluded;

23 (d) Select two or more proposals for Competing Negotiations; and reject all other
24 proposals;

REVIEW DRAFT 1 – 1/19/18

1 (e) Select one or more proposals for further refinement and evaluation before
2 determining if they should be subject to negotiations; or

3 (f) Such other recommendation as the Director may determine.

4 (3) Upon the completion of his or her recommendation report, the Director shall transmit
5 the report to the Commission along with any supporting materials the Director deems relevant; provided,
6 however, the Port may redact from the from the publicly disclosed recommendation report any Sensitive
7 Business, Commercial or Financial Information permitted by law.

8 **8.3 Commission Review and Selection of Proposals**

9 (1) The Commission shall review the recommendation and any supporting materials
10 forwarded by the Director under Section 8.2. If the Commission finds that recommendation or supporting
11 materials transmitted by the Director is insufficient to make a decision, the Commission shall ask the
12 Director for such additional information as the Commission deems necessary to make a decision.

13 (2) If the Commission finds the recommendation of the Director and the supporting materials
14 are sufficient for the Commission to take an action, the Commission as a whole or a sub-committee
15 appointed by the Commission shall review the recommendation and supporting material, including
16 holding any hearings the Commission deems in its best interest, and may approve, amend, or reject the
17 Director's recommendation, with or without conditions, continue or terminate the process of reviewing
18 proposals or preparing agreements, or take such other actions as the Commission deems in the best
19 interest of the Port.

20 (3) Any action by the Commission to approve or disapprove one or more proposals shall not
21 take effect until the completion of the appeal process set forth in Section 8.4.

22 (4) Promptly following a Commission action to reject one or more proposals, to reject one or
23 more proposals, the Port will give, electronically or otherwise, written notice to all participating proposers
24 of the Port's action.

25 **8.4 Appeals of Commission Action to Reject Proposals**

26 (1) A Commission action in which one or more proposals are rejected for further
27 consideration may be appealed by an adversely affected proposer in accordance with the provisions of

REVIEW DRAFT 1 – 1/19/18

1 this subsection 8.4. A properly filed appeal will be heard by the Commission or such other body or hearings
2 officer as the Commission may appoint. An appeal that is not fully consistent with the requirements of
3 this Rule shall not be heard.

4 (2) For purposes of this Rule, a protesting proposer is adversely affected by a Commission
5 action only if: (i) the proposer has submitted a proposal that is responsive to a Solicitation Document, a
6 Request for Competing Proposals, or the requirements of this Rule, as may be applicable, and (ii) the
7 proposal was rejected for further consideration by the Commission's action.

8 (3) To appeal a Commission action, an adversely affected proposer must submit to the
9 Director a written protest of the action stating the facts and explanations that demonstrate:

10 (a) The proposals approved for further consideration in the Commission's action
11 were not responsive to the requirements stated in the Solicitation Document, Request for Competing
12 Proposals, or this Rule, as applicable; or

13 (b) The Port committed a substantial violation of a provision in the requirements
14 stated in the Solicitation Document, Port's Request for Competing Proposals, or this Rule, as applicable,
15 or otherwise abused its discretion in evaluating the proposals.

16 (4) The written protest must be received by the Port no later than 5:00PM (Pacific Time) on
17 the 14th calendar day following the day on which the Port sent notice of the Commission action under
18 Section paragraph (4) of subsection 8.3. If the Port receives no written protest concerning the proposed
19 selection listing within the 14-calendar day period, then the Commission action automatically shall
20 become effective on the 15th calendar day following the day on which the Port sent notice of the
21 Commission action under paragraph (4) of subsection 8.3.

22 (5) In response to a protest that complies with the requirements of this rule, the Commission
23 will issue a written decision that resolves the issues raised in the protest. In considering a timely protest,
24 the Port may request further information from the protesting proposer and from other proposers
25 identified in the Port's notice issued under paragraph (4) of subsection 8.3. The Port will make its written
26 determination available, by mail or by electronic means, to all proposers identified in the Port's notice
27 issued.

28 **9. Agreements for Bridge Projects**

29 **9.1 Applicability**

REVIEW DRAFT 1 – 1/19/18

1 (1) The regulations of this Section 9 shall apply to all Unsolicited Proposals and Competing
2 Proposals selected for detailed evaluation. In addition, unless otherwise provided in a Solicitation
3 Document, the regulations of this Section 9 shall apply to all Solicited Proposals that are selected for
4 detailed evaluation.

5 **9.2 General Provisions Related to Agreements for Bridge Projects**

6 (1) Subject to its statutory authorities and this Rule, the Port may enter into one or more
7 Agreements with Private Entities for a Bridge Project or one or more Bridge Project Activities.

8 (2) Any proposal or proposals approved by the Commission for negotiation of an Agreement
9 shall be referred to a Negotiation Team appointed by the Director. The Negotiating Team shall be
10 responsible for negotiating the Agreement with the proposer. The Director may establish procedures,
11 protocols, policies, and criteria to be followed by the Negotiation Team, and may be a member of the
12 Negotiation Team. The Director may require the Negotiation Team to negotiate a Term Sheet for a
13 proposal that, subject to Commission approval, establishes the major terms for negotiating the
14 Agreement. Any Term Sheet prepared by the Negotiation Team shall be approved by the Commission and
15 used to complete any Agreements required by the Term Sheet.

16 (3) Subject to Commission approval, the Negotiation Team may enter:

17 (a) Direct Negotiations with one proposer for an Agreement, or a Term Sheet for an
18 Agreement, for a Bridge Project or Bridge Project Activity. The Director may establish an exclusivity period
19 for such negotiations. The Director in his or her discretion may, from time to time, extend such exclusivity
20 period. If the negotiations are not subject to an exclusivity period, the Director may, at any time during
21 the negotiations, terminate the Direct Negotiations or commence Competing Negotiations with one or
22 more other proposers.

23 (b) Competing Negotiations with multiple proposers for an Agreement, or a Term
24 Sheet for an Agreement, for a Bridge Project or a Bridge Project Activity. Such Competing Negotiations
25 may be sequential or concurrent, or a combination of sequential and concurrent. During the course of
26 such negotiations the Director may in his or her discretion, and from time to time, terminate one or more
27 of the Competing Negotiations, potentially resulting in Direct Negotiations with one proposer. If more
28 than one Competing Negotiation successfully yields an Agreement or Term Sheet for an Agreement, as
29 may be applicable, the Director shall evaluate the relative merits of the proposals in light of their related
30 Agreements or Term Sheets and recommend a preferred proposal for Commission approval.

REVIEW DRAFT 1 – 1/19/18

1 (4) Prior to commencing negotiations on an Agreement, the Port shall engage legal counsel
2 for the purpose of:

3 (a) Advising the Port on the legality of specific proposed partnerships and the legal
4 sufficiency of any Agreements;

5 (b) Advising the Port on the legal procedures and practices that are related to
6 implementing a Bridge Project in a Public-Private Partnership;

7 (c) Assisting the Port in negotiating agreements and preparing documents related to
8 a Public-Private Partnership;

9 (d) Advising the Port on accounting, investment and tax requirements that apply to
10 a Bridge Project the Port undertakes in a Public-Private Partnership; and

11 (e) Advising the Port concerning any relevant federal securities or other laws and
12 related disclosure requirements.

13 (5) The Negotiation Team shall transmit any final Term Sheets or Agreements to the Director
14 for his or her review and recommendation to the Commission.

15 (a) The Director may in his or her discretion establish such processes and criteria for
16 formulating the recommendation, provided in complies with the requirements of Section (2) of Chapter
17 710 Oregon Laws 2017, this rule, and, if applicable, the provisions in any related Solicitation Documents
18 or Requests for Competing Proposals.

19 (b) If not already completed, as part of the Director's final review of an Agreement,
20 Legal Counsel shall review the legal sufficiency of the Agreement under or Agreements and the legal
21 history/organization of the Team.

22 (c) Following the Director's endorsement of a Term Sheet or final Agreement or
23 Agreements, Legal Counsel's approval of the legal sufficiency of the Agreement or Agreements and legal
24 history of the Team, the Director shall transmit his or her recommendation on the Term Sheet or
25 Agreement or Agreements to the Commission for its approval.

26 **9.3 Specifications in an Agreement for a Bridge Project or a Bridge Project Activity**

REVIEW DRAFT 1 – 1/19/18

1 (1) Each Agreement shall define the rights and obligations of the Port and the respective
2 proposer with regard to the Bridge Project or Bridge Project Activity. At a minimum, an Agreement for a
3 Bridge Project with a Private Entity must include:

4 (a) At what point in the bridge project the public and private partners will assume
5 responsibility for specific elements of the bridge project;

6 (b) How the public and private partners will share costs and risks of the bridge
7 project;

8 (c) How the public and private partners will allocate financial responsibility for cost
9 overruns;

10 (d) Incentives to perform and penalties for a failure to perform an element of the
11 Bridge Project;

12 (e) Accounting and auditing standards for evaluating work on the Bridge Project; and

13 (f) Whether the Bridge Project is consistent with the applicable state, regional, and
14 local transportation plans and programs, and, if not, how and when the Bridge Project will become
15 consistent with such plans and programs.

16 (g) The account or accounts into which proceeds from tolls, administrative fees and
17 civil penalties from the bridge may be deposited. The account designated for the share of toll proceeds
18 received by the Port or another unit of government must be a depository that meets the requirements
19 set forth in ORS chapter 295. The account designated for the share of toll proceeds received by a Private
20 Entity shall be an insured institution, as defined in ORS 706.008.

21 (h) That the public has dedicated and unrestricted use of the bridge for the duration
22 of the bridge's functional life unless the port, a state government or the federal government declares an
23 emergency that forbids using the bridge; and

24 (i) That construction of the bridge project may not proceed until the Department of
25 Transportation has issued, in accordance with ORS 374.305, any permits that are necessary to connect
26 the bridge project to state highways.

27 (2) If an Agreement is for the sale or transfer of ownership of a Bridge or Bridge Project, the
28 Agreement shall provide that:

REVIEW DRAFT 1 – 1/19/18

1 (a) The sale or transfer is subject to an easement in favor of public use for the
2 duration of the functional life of the Bridge or Bridge Project;

3 (b) Other than for a sale or transfer to a subsidiary or affiliate of the seller, the Port
4 has a right of first refusal in any subsequent sale or transfer of the Bridge or Bridge Project under which
5 the seller must offer the Port a price, terms and conditions that are the same as or better than the price,
6 terms and conditions that the seller offers to any other prospective purchaser; and

7 (c) If the port declines to purchase the bridge or bridge project under paragraph (b)
8 of this subsection, the State has a right of first refusal that the state may exercise and under which the
9 seller must offer the State a price, terms and conditions that are the same as or better than the price,
10 terms and conditions that the seller offers to any other prospective purchaser.

11 (3) If the Agreement is for a Bridge Project Activity that is a Public Works under PRS 279C.800,
12 the Agreement shall require that:

13 (a) ORS 279C.380, 279C.385 and 279C.390 and 279C.800 to 279C.870 apply to the
14 Bridge Project Activity; and

15 (b) If the Agreement is for constructing, reconstructing, performing a major
16 renovation, or painting a Bridge Project, the Agreement must provide that those workers be paid in
17 accordance with ORS 279C.540 and 279C.800 to 279C.870.

18 (3) In addition to the specified requirements under this Rule, an Agreement for a Bridge
19 Project or a Bridge Project Activity may include such other terms as the Port finds beneficial and that are

20 **9.4 Consultation with State Agencies, Local Government in Oregon and Washington**

21 (1) As part of its evaluation of a proposal submitted under these rules, the Port will consult
22 with appropriate state agencies and local governments in Oregon and Washington. Consultation under
23 this Rule will occur in such manner and at such time as the Port considers appropriate in the particular
24 circumstance, and may include:

25 (a) An informal information-sharing opportunity prior to completion of the Port's
26 evaluation of the proposal;

27 (b) Solicitation of comments from the appropriate state agencies and local
28 governments in Oregon and Washington; and

REVIEW DRAFT 1 – 1/19/18

1 (c) Any additional method(s) of consultation appropriate under the circumstances.

2 **9.5 Port Approval of Major Subcontractors**

3 (1) Prior to the execution of any Agreement with a proposer, the proposer must provide to
4 the Director or his or her designee, for review, a list of all Major Subcontractors not included in the initial
5 proposal and all information regarding such Major Subcontractors required by this Rule or subsequent
6 requests by the Port.

7 (a) All subcontractors, whether a Major Subcontractor or not, must be legally eligible
8 to perform or work on public contracts under federal and Oregon law and regulations. No subcontractor
9 will be accepted who is on the list of contractors ineligible to receive public works contracts under ORS
10 279C.860.

11 (b) During performance of the contract, the proposer shall promptly notify the Port
12 of the engagement or disengagement of any Major Subcontractor.

13 (2) If the Director objects to any proposed Major Subcontractor, whether included in the
14 initial proposal or added pursuant to paragraph (1) of this subsection, the Director may require the
15 proposer to submit for Port review an acceptable substitute subcontractor before transmitting the
16 Agreement to the Commission for final approval. The Director, in his or her reasonable discretion, shall
17 establish and, from time to time amend, a deadline for providing the Port, for Port review, an acceptable
18 substitute subcontractor. A proposer's failure to submit an acceptable substitute within the deadline will
19 constitute sufficient grounds for the Port to refuse to execute an Agreement without incurring any liability
20 for the refusal. If the substitute subcontractor is approved by the Port, the Port may revise the proposed
21 Agreement to account for any differences necessitated by the substitution.

22 **9.6 Commission Review of Term Sheet or Final Agreement**

23 (1) The Commission shall begin considering whether to approve the Term Sheet, Agreement,
24 or Agreements recommended by the Director under paragraph (5) of subsection 9.2 at the first
25 Commission meeting following receipt of the Director's recommendation. The Commission shall hold such
26 work sessions, public hearings, briefings, and discussions on the Term Sheet, Agreement, or Agreements
27 as the Commission that the Commission finds beneficial to its deliberations.

28 (2) Following completion of its review of the Director's recommendation and the Term Sheet,
29 Agreement, or Agreements, the Commission shall:

REVIEW DRAFT 1 – 1/19/18

- 1 (a) Approve the Term Sheet, Agreement, or Agreements;
- 2 (b) Reject the Term Sheet, Agreement, or Agreements; or
- 3 (c) Return the Term Sheet, Agreement, or Agreements to the Director or
- 4 Negotiation Team for further negotiations or clarifications on issues the Commission specifies.

5 **10. Public Disclosure and Public Records Requests**

6 **10.1 Designation of Sensitive Business, Commercial or Financial Information**

7 (1) By submitting a proposal, the proposer acknowledges and accepts that, as a public entity,

8 the Port must comply with and will comply with public disclosure requirements under ORS 192.410, et

9 seq. Upon written request and within a reasonable time, the Director or his designee will provide records

10 relating to Bridge Project or Bridge Project Activity proposals for public inspection in accordance with ORS

11 Chapter 192, unless the records are otherwise exempt from public disclosure under Oregon law and this

12 Rule.

13 (2) A proposer may seek an exemption from public disclosure of Sensitive Business,

14 Commercial, and Financial Information provided to the Port for the purpose of evaluating a proposal for

15 a Bridge Project or Bridge Project Activity if such information is:

16 (a) Submitted in confidence, not customarily provided to business competitors, and

17 not otherwise required by law to be submitted, where such information should reasonably be considered

18 confidential, and the public interest would suffer by the disclosure; or

19 (b) A trade secret under ORS 192.501(2) and ORS 646.461 through ORS 646.475; or

20 (c) Of a personal nature that if disclosed would constitute an unreasonable invasion

21 of privacy, or

22 (d) Otherwise exempt from public disclosure under Oregon law.

23 (3) The terms of a proposed or final Agreement between the Port and a Private Entity are

24 subject to public disclosure.

25 (4) To seek an exemption from public disclosure of Sensitive Business, Commercial, or

26 Financial Information, the proposer must comply with the following:

REVIEW DRAFT 1 – 1/19/18

1 (a) Each individual page submitted with such information, whether included in the
2 proposal or otherwise submitted in connection with the proposal, shall have a statement in bold and
3 underline text on the top of the page providing the sections or paragraphs on the page considered to be
4 Sensitive Business, Commercial, or Financial Information; and

5 (b) The proposal shall include a table showing the page number of each page in the
6 proposal containing such information.

7 (5) The Port may at any time, and from time to time, make a written request to the proposer
8 to justify designating information as Sensitive Business, Commercial, or Financial Information. The
9 proposer shall have five (5) business days from the date of the Port's request to respond in writing to the
10 request. Failure to respond in writing within the required time may be grounds for the Port to provide
11 public disclosure of the information.

12 (6) Notwithstanding a proposer's designation of information as constituting Sensitive
13 Business, Commercial, or Financial Information, or a proposer's written justification for such designation,
14 the Port, when responding to a public records request, will independently assess whether the information
15 constitutes Sensitive Business, Commercial, or Financial Information that is exempt from public disclosure.
16 In determining whether the information is exempt from disclosure, the Port will consider the evidence
17 and objections to disclosure presented by the proposer, but as custodian of the records or information,
18 the Port must make the initial determination of the records that may be withheld from disclosure.

19 **10.2 Public Records Requests**

20 (1) Upon written request and within a reasonable time, the Director or his designee will
21 provide records relating to Bridge Project or Bridge Project Activity proposals for public inspection in
22 accordance with ORS Chapter 192, paragraph 4(a) of Section 2 of Chapter 710 Oregon Laws 2017, and this
23 Rule.

24 (2) The Port may charge fees to cover its reasonable and actual costs in responding to public
25 records requests. Such costs may include but are not limited to costs associated with locating records,
26 separating exempt from nonexempt records, monitoring the requester's inspection of requested records,
27 copying records and delivering copies of requested records. The Port may charge fees calculated to
28 reimburse it for its reasonable and actual costs as authorized by the relevant provisions of the Public
29 Records Law.

REVIEW DRAFT 1 – 1/19/18

1 (3) The Port will prepare an estimate of the costs of responding to any request for public
2 records as required by ORS 192.440(1)(c), and may prepare an estimate of costs in other circumstances.
3 The Port may require payment of all or a portion of the estimated costs before acting on the request.

4 (4) Records related to a proposal for a Bridge Project or Bridge Project Activity submitted to
5 the Port under this Rule are exempt from public disclosure until the Commission has selected one or more
6 proposals for negotiation of an Agreement, unless the Director determines that an earlier time is in the
7 Port's best interest.

8 (5) Notwithstanding paragraph (4) of this subsection, Sensitive Business, Commercial or
9 Financial Information is exempt from disclosure unless and until the records or information contained in
10 them is submitted to the Commission in connection with its review and approval of a proposal, Term
11 Sheet, or final Agreement for a Bridge Project or Bridge Project Activity. To the extent required by law,
12 the Port will permit public disclosure of any Sensitive Business, Commercial, or Financial Information
13 submitted to the Commission in connection with its review and approval of a proposal, Term Sheet, or
14 final Agreement for a Bridge Project or Bridge Project Activity. No less than five (5) business days prior to
15 submitting any Sensitive Business, Commercial, or Financial Information to the Commission that the Port
16 intends to publicly disclose, the Director shall notify the proposer of his or her intent to do so. No longer
17 than five (5) business days following receipt of the Director's notice:

18 (a) The proposer may (i) notify the Port that it disagrees with the Port's
19 determination that such Sensitive Business, Commercial, or Financial Information is required to be publicly
20 disclosed under applicable law and state its reasons for disagreeing, and (ii) concurrently institute
21 appropriate proceedings in its own behalf to protect the proposer's interests in preventing the disclosure
22 or maintaining the confidentiality of the information. The proposer shall be exclusively responsible for all
23 costs, expenses, and attorney fees incurred in taking any action to prevent the disclosure of information.
24 In such a case, unless the Port concurs with the proposer's reasons for retaining confidentiality or is
25 otherwise directed the District Attorney or court, the Port shall permit public inspection of the subject
26 Sensitive Business, Commercial, or Financial Information;

27 (b) The proposer may recommend an alternative to releasing the subject Sensitive
28 Business, Commercial, or Financial Information. In such instance, the Director shall consider the
29 proposer's alternative and decide which Sensitive Business, Commercial, or Financial Information to

REVIEW DRAFT 1 – 1/19/18

1 submit to the Commission based on his or her determination of the information required to satisfy the
2 Commission’s needs and applicable state laws; or

3 (c) The proposer may prevent the disclosure the Sensitive Business, Commercial, or
4 Financial Information by withdrawing its proposal from consideration.

5 (6) If the Port is served with a public records request for production of a document that
6 includes information marked by the proposer as Sensitive Business, Commercial, or Financial Information;
7 and

8 (a) If the Port agrees that such information is Sensitive Business, Commercial, or
9 Financial Information that is exempt from public disclosure, then the Port will redact the Sensitive
10 Business. Commercial, or Financial Information from the document before the Port permits inspection of
11 the records by the person making the request. By submitting a proposal the proposer thereby agrees that
12 if following a Port decision to redact information a District Attorney or a court later orders production of
13 the redacted information, the proposer shall pay for all costs resulting from such appeal to the District
14 Attorney or court, including any attorney fees imposed on the Port by its failure to provide the documents;
15 or

16 (b) If the Port does not agree that such information is Sensitive Business,
17 Commercial, or Financial Information exempt from public disclosure, the Port will inform the proposer of
18 its decision to disclose the information, giving the proposer no fewer than five (5) business days in which
19 to institute appropriate proceedings in its own behalf to protect the proposer’s interests in preventing the
20 disclosure or maintaining the confidentiality of the information. The proposer shall be exclusively
21 responsible for all costs, expenses, and attorney fees incurred in taking any action to prevent the
22 disclosure of information. In such a case, unless otherwise directed the District Attorney or court, the Port
23 shall permit public inspection of the Sensitive Business, Commercial, or Financial Information.

24 **11. Port Rights Reserved**

25 (1) The Port reserves all rights available to it by law in administering these rules, including
26 without limitation, the right in its sole discretion to:

27 (a) Reject any and all proposals at any time.

28 (b) Terminate evaluation of any and all proposals at any time.

REVIEW DRAFT 1 – 1/19/18

- 1 (c) Suspend, discontinue and/or terminate agreement negotiations with any
2 proposer at any time prior to the actual authorized execution of such agreement by all parties.
- 3 (d) Negotiate with a proposer without being bound by any provision in its proposal.
- 4 (e) Request or obtain additional information about any proposals or members of a
5 Team.
- 6 (f) Issue addenda to and/or cancel any Request for Competing Proposals, RFP, or
7 RFQ.
- 8 (g) In accordance with the applicable laws, revise, supplement, or withdraw all or any
9 part of these Rules.
- 10 (h) Decline to return any and all fees required to be paid by proposers hereunder.
- 11 (i) Request revisions to proposals.
- 12 (2) Except as otherwise provided for in a Solicitation Document or a resolution approved by
13 the Commission:
- 14 (a) By submitting a proposal or qualifications or any other information to the Port,
15 whether solicited or unsolicited, the submitter thereby waives any claim for any reimbursement of the
16 costs and expenses of making the submission or any follow up activities in connection with the submission;
17 and
- 18 (b) Neither the Commission, Director nor the Port, its employees, representatives, or
19 agents are liable for, or obligated to reimburse the costs incurred by proposers in developing proposals
20 or in negotiating agreements. In its sole discretion, the Port may, in a Solicitation Document or in a
21 resolution, provide for the possibility of payment for work product developed by a proposer in the course
22 of developing a proposal.
- 23 (3) Any and all information the Port makes available to proposers shall be as a convenience
24 to the proposer and without representation or warranty of any kind. If a proposer has a question regarding
25 application of these rules, the proposer may submit the question in writing to the Director or his designee.
- 26 (4) The Port reserves the right to waive or to permit the correction of minor or technical
27 violations of this Rule. The Port will not grant relief under this section in any case that involves the
28 submission of competitive proposals or competitive responses in which granting the relief would give the

REVIEW DRAFT 1 – 1/19/18

1 entity or person applying for relief a material competitive advantage that is not made available to its
2 competitors.

3 (5) The Port reserves the right to extend any deadline or time within which a proposer or the
4 Port must take any action required or permitted this rule if the affected proposer applies in writing for
5 relief to the Port and demonstrates in that application that special circumstances warrant the grant of
6 such relief. For the purpose of this subsection, special circumstances that warrant the grant of relief
7 include practical exigencies that reasonably can be regarded as imposing a substantial, practical
8 impediment to the proposer's ability to meet the deadline or achieve the correction of a violation of rules.
9 The grant or denial of relief under this rule must be determined by the Director or his designee.

10 (6) By submitting a proposal, a proposer thereby waives and relinquishes any claim, right in
11 or expectation that the proposer may assert against the Commission, the Port, or its members, officers,
12 representatives and employees, that the proposer may occupy, use, profit from, or otherwise exercise
13 any prerogative with respect to any route, corridor, right of way or public property identified in the
14 proposal as being involved in or related to the proposed Bridge Project. A proposer may obtain no right
15 to claim exclusivity or the right of use with respect to any such route, corridor, right-of-way, or public
16 property by virtue of having submitted a proposal that proposes to use or otherwise involve or affect it.

17 (7) By submitting a proposal, a proposer thereby waives and relinquishes, as against the
18 Commission, the Port, and their members, officers, representatives, and employees, any right, claim,
19 copyright, proprietary interest or other right in any proposed location, site, route, corridor, right of way
20 or alignment or configuration identified in the proposal as being involved in or related to the proposed
21 Bridge Project. This waiver does not apply, however, to a proposer's rights regarding any documents,
22 designs and other information and records that constitute Sensitive Business, Commercial, or Financial
23 Information.

24 (8) The Commission may, at any time, suspend its receipt and consideration of all Unsolicited
25 Proposals, by approving a resolution that: (i) declares that the Port has suspended the acceptance and
26 consideration of all Unsolicited Proposals and (ii) specifies either the term of the suspension or that the
27 suspension will continue until recalled by a subsequent resolution of the Commission. Commencing on
28 the effective date of the suspension resolution, the Port will refuse to accept Unsolicited Proposals and
29 may, as stated in the resolution, cease further processing and consideration of any Unsolicited Proposals
30 then currently under consideration by the Port. By submitting an Unsolicited Proposal, each proposer

REVIEW DRAFT 1 – 1/19/18

1 thereby waives and relinquishes every claim of right, entitlement, or expectation that the processing and
2 consideration of its proposal will not be subject to suspension under this Rule. The Port, the Commission,
3 and their officers and employees, shall have no responsibility or liability of any nature for the preservation,
4 confidentiality or safekeeping of any proposal that is subject to a suspension under this rule and is
5 submitted to the Port while that suspension is in effect.

REVIEW DRAFT 1 – 1/19/18

1 EXHIBIT 5.3

2 CONTENT AND FORMAT REQUIREMENTS FOR UNSOLICITED AND COMPETING PROPOSALS

3 An Unsolicited Proposal or Competing Proposal shall include the following information, except as
4 expressly waived or amended by the Port, separated by tabs as herein described.

5 (1) Cover Letter

6 The Cover Letter shall not exceed two (2) pages, must be signed by an authorized
7 representative of the Team, and must include:

8 (a) The name of the Managing Entities and Ownership Entities included in
9 the proposal;

10 (b) A short summary of the of the proposal;

11 (b) The name and contact information of the designated contact person for
12 purposes all communications with the Port regarding the proposal;

13 (d) The following statement verbatim: *“As the authorized representative of*
14 *the Team, I hereby acknowledge and agree on behalf of the Team to all terms and conditions set forth in*
15 *the Port of Hood River’s rule regarding Public-Private Partnerships for a Bridge Project or Bridge Project*
16 *Activity;”* (the “Acknowledgment of the Rules”) and

17 (e) Any additional information the proposer deems beneficial to the Port’s
18 consideration of the proposal.

19 (2) TAB 1: Organizational Disclosure Requirements.

20 (a) Identify the Team anticipated to undertake the proposal, including each
21 Managing Entity, Ownership Entity, and each Major Subcontractor identified at the time of the proposal.
22 For each of these entities:

23 (i) Identify the Major Partners and Key Persons in the entity;

REVIEW DRAFT 1 – 1/19/18

1 (ii) Provide the names, addresses, telephone numbers, and email
2 addresses of persons within the entity who may be contacted for further information;

3 (iii) Describe the length of time in business, and the entity's
4 experience in similarly sized transportation projects and public-private partnerships in which it had a
5 similar role. Describe each similarly sized transportation project and each public-private partnership the
6 entity was involved with during the past ten (10) years, whether or not successfully completed. For each
7 include the name, address, telephone number, and email address of a specific contact person at the public
8 entity. For each project or public-private partnership that was not successfully completed, describe why
9 the project or partnership was not successful.

10 (iv) Include the resumes for those managerial persons that will likely
11 be associated in a significant way with the proposal; and

12 (v) Provide financial information regarding the entity demonstrating
13 its financial ability to perform its obligations or responsibilities under the proposal. If available, provide
14 the most recent independently audited financial statement of the entity.

15 (b) Describe the legal organization of the team, and the management
16 structure of the team, including major decision-making, quality control, and reporting relationships.

17 (c) Submit an executed Conflict of Interest Disclosure Forms (see Exhibit XXX)
18 for each Managing Entity, Ownership Entity, and Major Subcontractor.

19 (d) For each Managing Entity, Ownership Entity, and Major Subcontractor,
20 provide the most recent ten-year history of its involvement in claims and litigation, including mediated or
21 arbitrated claims, arising out of past projects or under contracts in which the proceedings exceeded
22 \$1,000,000 in liability exposure or claim amount. Describe the nature of the claim or litigation and its final
23 (or current) disposition. Include information concerning whether (and the circumstances) the entity or
24 any Key Person in the entity has been:

25 (i) Convicted of any criminal offense in obtaining or attempting to
26 obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

REVIEW DRAFT 1 – 1/19/18

1 (ii) Convicted under any state or federal statute of any other offense
2 indicating a lack of business integrity or improper business dealings;

3 (iii) Found liable for or settled for an amount \$500,000 or greater in
4 connection with obtaining or attempting to obtain a public or private contract or subcontract or its
5 performance under a contract or subcontract.

6 (3) TAB 2: Project Characteristics

7 (a) Provide a detailed description of the proposed Bridge Project or Bridge
8 Project Activity, including, if applicable, the use or disposition of the existing Bridge.

9 (b) For each of the following activities: overall project management, project
10 development, design and engineering, construction, maintenance and operations/tolling, and ownership,
11 describe the following:

12 (i) The entities responsible for managing and, if different,
13 performing the work;

14 (ii) How the activity is organized;

15 (iii) The scope of the work under the proposal;

16

17 (vii) The proposed responsibilities/obligations and rights/authorities
18 of the Port, ODOT, WSDOT, or other public entity for the activity; and

19 (viii) Any other material terms, conditions, or assumptions regarding
20 the activity.

21 (c) List the major assumptions underlying the Project and any critical factors
22 for the Project's success.

23 (d) Identify the proposed schedule for implementation of the Project.

REVIEW DRAFT 1 – 1/19/18

1 (e) Identify any significant assistance the proposal contemplates from the
2 Port, or other public entities, such as right-of-way acquisition, operation and maintenance responsibilities,
3 or responsibilities for obtaining permits or approvals.

4 (f) Identify any portions of the proposal that will not qualify for the public
5 contracting exemption under paragraph (4)(a) of Section 2 of Chapter 710 of Oregon Laws 2017.

6 (g) Describe the proposed tolling program for the Bridge Project, if any,
7 including:

8 (i) The proposed methods of and responsibilities for setting toll
9 rates, collecting tolls, and enforcing toll collection.

10 (ii) The assumed toll rate structure for the first year of operations,
11 for each classification of vehicles, method of toll collection, and, if applicable time of day and time of year,
12 including (and shown separately) any administrative or other fees to be collected in connection with the
13 toll;

14 (iii) The assumption regarding toll rate increases in future years,
15 including the assumed or estimated schedule for such increases, estimated or assumed amount of the toll
16 rate increase, and the process and protocols for how future toll rate increases will be approved and
17 implemented;

18 (iv) The role, if any, of the Port or other public entity in setting or
19 approving toll rates or toll rate increases; and

20 (v) Any limits, covenants, or criteria regarding the setting of toll rates
21 and toll rate increases that are proposed to be incorporated in the agreements with the Port, including
22 any terms or conditions regarding such limitations.

23 (vi) Include any traffic studies, forecasts, and related materials that
24 establish the toll revenue assumptions.

REVIEW DRAFT 1 – 1/19/18

1 (h) Identify any amendments to federal or state statutes or rules that are
2 required to implement the proposal, the party or parties responsible for securing such amendments, and
3 the schedule for doing so.

4 (4) TAB 3: Project Financing and Business Terms

5 (a) Provide a projected budget for the Project, and identify key assumptions
6 in the budget, risk factors, and methods of addressing the risk factors.

7 (b) Provide a detailed description of the financial plan for developing,
8 constructing, and operating the Bridge Project or Bridge Project Activity. Identify any proposed:

9 (i) Equity contributions by Private Entities anticipated to provide
10 such equity contributions, the nature of the equity contribution, and any material terms and conditions
11 regarding the private equity contribution;

12 (ii) Other Private Contributions included in the finance plan, such as
13 contributed services, the Private Entities anticipated to provide these other Private Contributions, and
14 any material terms and conditions of such contribution.

15 (iii) Bonds or other borrowings expected to be repaid with toll
16 revenues, and the material terms or assumptions underlying these borrowings;

17 (iv) Borrowings or credit enhancements not related to toll revenues
18 that are included in the finance plan, and the material terms or assumptions underlying these borrowings;

19 (v) Public funding contribution, whether by the Port, Washington,
20 Oregon, or the federal government, whether by grant, loan, credit enhancement, or other form of
21 financial contribution, and the material terms or assumptions underlying these contributions;

22 (vi) Other local, state, or federal resources, such as contributed
23 rights-of-way or other services, included in the finance plan; include the specific sources, timing, and how
24 obtained;

REVIEW DRAFT 1 – 1/19/18

1 (vii) Other components to the financial plan, including their material
2 terms, conditions, timing, and sources.

3

4 (c) Describe the nature of the commitment to complete the Bridge Project
5 or Bridge Project Activity the proposer anticipates making in the Agreement with the Port; including:

6 (i) Describe if the anticipated commitment in the Agreement to
7 undertake the Bridge Project or Bridge Project Activity is unconditional or contingent;

8 (ii) If the anticipated commitment is contingent, describe the
9 conditions precedent to making a binding commitment to complete the Bridge Project or Bridge Project
10 Activity, including the process, timing, criteria, and any other material factors associated with the
11 conditions precedent;

12 (iii) If the proposal includes a due diligence period for the proposer,
13 describe the scope of, and roles and responsibilities for, the due diligence period, including the parties
14 responsible for paying the costs and expenses of the due diligence; and

15 (iv) Any completion guaranties or warranties anticipated to be
16 included in the Agreement.

17 (d) Describe any payments or financial contributions proposed to be made
18 to the Port in the Agreement, such as any purchase price for the existing Bridge, toll revenue sharing
19 formula, lease payments, franchise fees, in-kind services provided to the Port, or other Private
20 Contributions. Describe any such payments or contributions to other public entities.

21 (e) Provide any other material terms or conditions related to the financial
22 and business arrangements in the proposal.

23 (f) Provide a twenty (20) year cash-flow for the proposal showing costs and
24 revenues, rates of return for private investors, and payments to the Port or other public entities.

25 (5) TAB 4: Public Coordination and Involvement

REVIEW DRAFT 1 – 1/19/18

1 (a) Identify the public oversight functions proposed for the Port, ODOT, or
2 WSDOT, if any, with regards to project development, construction, or operations and maintenance, if any,
3 including the scope the scope of the oversight, the review rights of the public entities, and the approval
4 rights of the public entities;

5 (b) Explain the strategy and plans that will be carried out to involve and
6 inform the agencies and the general public in areas affected by the Project;

7 (c) Explain the steps to be taken to ensure bi-state coordination with the
8 development and operation of the Bridge Project, including roles and responsibilities for providing such
9 bi-state coordination; and

10 (d) Explain the steps to be undertaken to ensure coordination with the
11 Federal Highway Administration and other federal agencies overseeing the Bridge Project or Bridge
12 Project Activity.

13

REVIEW DRAFT 1 – 1/19/18

EXHIBIT 7.4

ADDITIONAL EVALUATION FACTORS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

In addition to the factors in paragraph (1) of Section 7.2, the Evaluation Panel may take into consideration any additional factors it deems relevant, such as the following:

(1) Qualifications and Experience.

a) Does the Team possess the necessary financial, staffing, and technical resources to successfully complete the Project?

b) Is the Team structured in a manner that will enable the Team to complete the proposed Project?

c) Does the organization of the Team indicate a well thought out approach to managing the Project? Are there an agreements in place between members?

d) Have members of this Team previously worked together or in a substantially similar consortium or partnership arrangement?

e) Has the lead firm managed and other member firms worked on similar projects?

f) Is a Project Manager identified and does this person work for the principal firm?

g) Is there a clear definition of the role and responsibility of the Project Manager relative to the member firms?

h) Does the Project Manager have experience leading this type and magnitude of project?

i) Have the primary functions and responsibilities of the management team been identified?

j) Has the firm adequately described its approach to communicating with and meeting the expectations of the Port?

k) Is the financial information submitted on the firms sufficient to determine the firms' capability to fulfill its obligations described in the proposal, and is that capability demonstrated by the submitted information?

REVIEW DRAFT 1 – 1/19/18

1 l) Does the proposal identify the proposed arrangements for each phase of the Project and
2 clearly state assumptions on legal liabilities and responsibilities during each phase of the Project?

3 **(2) Project Characteristics.**

4 a) Is the Project described in sufficient detail to assess its feasibility, impacts, and public
5 benefits?

6 b) Is the proposed schedule reasonable given the scope and complexity of the Project?

7 c) Does the proposer present a reasonable statement setting forth plans for operation of
8 the Project or facilities that are included in the Project?

9 d) Is the proposal based on proven technology? What is the degree of technical innovation
10 associated with the proposal?

11 e) Is the proposed Project consistent with applicable state and federal statutes and
12 regulations, or reasonably anticipated modifications to such statutes, regulations, or standards?

13 f) Does the proposed design meet applicable state and federal standards?

14 g) Does the proposal incorporate reasonable elements to address applicable federal and
15 state environmental standards and regulations?

16 h) Are there known or foreseeable negative impacts arising from the Project? If so, is there
17 a mitigation plan identified?

18 i) Does the proposal set forth a method or plan to secure all property interests required for
19 the Project?

20 j) Does the proposal clearly define assumptions or responsibilities during the operational
21 phase including law enforcement, toll collection, repair, maintenance, and replacement?

22 **(3) Financial Characteristics.**

23 a) Is the proposed financial plan viable and beneficial to the public?

24 b) Is the proposer prepared to make a financial contribution to the Project?

25 c) Did the proposer demonstrate its experience, ability, and commitment to provide a
26 sufficient Private Contribution to the Project as well as the ability to obtain the other necessary financing?

REVIEW DRAFT 1 – 1/19/18

- 1 d) Does the financial plan demonstrate a reasonable basis for funding Project development,
2 construction, and operations?
- 3 e) Are the assumptions on which the plan is based well defined and reasonable in nature?
4 Are the plan’s risk factors identified and dealt with sufficiently?
- 5 f) Are the planned sources of funding and financing realistic? Does the proposer adequately
6 identify sources of non-public funding that it anticipates including in the Project financing,
- 7 g) Does the proposer provide adequate assurance of the availability of those funds and the
8 reliability of the funding sources?
- 9 h) Is the estimated cost for constructing, operating, and maintaining the Project reasonable?
- 10 i) The proposed methods of and responsibilities for setting toll rates, collecting tolls, and
11 enforcing toll collection.
- 12 j) The assumed toll rate structure for the first year of operations, for each classification of
13 vehicles, method of toll collection, and, if applicable time of day and time of year, including (and shown
14 separately) any administrative or other fees to be collected in connection with the toll;
- 15 k) The assumption regarding toll rate increases in future years, including the assumed or
16 estimated schedule for such increases, estimated or assumed amount of the toll rate increase, and the
17 process and protocols for how future toll rate increases will be approved and implemented;
- 18 l) The role, if any, of the Port or other public entity in setting or approving toll rates or toll
19 rate increases;
- 20 m) Any limits, covenants, or criteria regarding the setting of toll rates and toll rate increases
21 that are proposed to be incorporated in the agreements with the Port, including any terms or conditions
22 regarding such limitations;
- 23 n) Any other key factors related to the tolling proposal, such as: the period of time during
24 which the toll will be in effect; the method of collecting and enforcing the collection of tolls; and the
25 likelihood that the estimated use of the Project will provide sufficient toll revenues to independently
26 finance the costs related to the construction and future maintenance, repair and reconstruction of the
27 Project, including the repayment of any loans.
- 28

Commission Memo



Prepared by: Kevin Greenwood
Date: January 23, 2018
Re: Bridge Replacement Update

The following update provides the Commission with an overview of Bridge Replacement Project activities from January 9 through January 23, 2018.

FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS)

- OTAK contract fully executed.
- SWRTC Inter-Local Agreement and Work Order No. 1 fully executed.
- ODOT Intergovernmental Agreement fully executed. Kristin Stallman, ODOT Strategic Initiatives Advisor, will be our contract officer.
- Courtesy call to Washington Federal Highway Administration/Washington Division (FHWA-WA) who signed off on the Draft EIS to inform them of the Port's interest in moving forward.
- Scheduling initial coordination meeting with both ODOT, WADOT, FHWA and SWRTC. This meeting will determine the lead federal agency for the project and help advise in the development of the FEIS scope of work. To be scheduled by end of January.
- Scheduled to meet with Dale Robins, SWRTC, on Wed., Jan. 24th to review tasks, schedule and budget for developing bid documents.

PROJECT DELIVERY CONSIDERATION (P3s)

- Participated in several conference calls with Steve Siegel regarding preparation of final draft rules regarding public private partnerships.
- Drafted contract amendment for continuation of services provided by Siegel Consulting. Steve Siegel is available until his planned retirement in May 2018.
- Reviewed questions and details with P3 panelists who presented to the Commission on Jan. 18th.
- Coordinating staff-level discussions on developing a Scope of Work for a preliminary financial assessment of 5 to 7 likely project delivery options. This task would fill the Financial Structuring position on the Project Administration organization chart.

- Siegel Consulting contract is nearing its conclusion and the Management team would like to extend his contract for financial technical assistance during the project delivery discovery.
- Developing spreadsheet of consultants inquiring about the project.

COMMUNITY OUTREACH

- Will present Committee Concept papers for Commission review at February meeting. ODOT has identified agency personnel who will be participating in Oversight Committees.
- Met with Genevieve to discuss regional public information campaign to increase awareness of the Port's progress on the bridge replacement project.
- Met with Hood River City Manager, Steve Wheeler; Scott Keillor; Insitu Government Affairs Rep. Jill Vacek; Insitu Community Liaison Tamara Kaufman; Jon Davies; and Hood River Mayor Paul Blackburn. Attended Michael McElwee's Rotary Presentation and met several community members.

MISCELLANEOUS

- Participated in a conference call with Brad Boswell, the Port's Olympia-based government affairs lobbyist. Discussed a number of items related to Washington state challenges. (1) Does WSDOT need to engage this project via legislative direction, (2) do we need Washington to adopt P3 rules, (3) review of tolling statues, (4) need for data sharing with state DOT for enforcement and (5) adding the bridge to a Washington legislative effort to produce a list of projects having "state-wide significance."

Executive Director's Report

January 23, 2018

Staff & Administrative

- I made a presentation to the Coastal Conservation Commission, The Dalles Chapter at the Charburger in Hood River on January 16. The group is primarily focused on issues of recreational fishing and boating in the Columbia.
- I have asked PNWA Executive Director Kristin Meira or PNWA Legislative Affairs Manager Heather Stebbings to attend an upcoming Commission meeting to provide an overview of the association and a preview of the upcoming Mission to Washington. The presentation will likely occur at the March 6 Commission meeting. The Regional Meeting for the Columbia River/Oregon Coast area will be held February 23 at the Port of Portland. Commissioners Streich and Shortt should attend if possible.
- The HRVHS Leaders for Tomorrow cohort visited the Port on January 10 for their annual Local Leadership Tour day. Anne Medenbach provided an overview of the Port's public agency mission, roles, and activities.
- The next OneGorge meeting is scheduled for Wednesday, January 24 beginning at 3:00 p.m. in the Insitu conference room on the first floor of the Waucoma Center building in Hood River. Oregon Representatives Jeff Helfrich and Daniel Bonham will attend to introduce themselves and discuss their legislative approach and priorities for the short session this year as well as planning for next year. Please let Genevieve know if you'd like to attend. The "Gorgeous Night in Olympia" reception is scheduled for February 21st.

Recreation/Marina

- Steve Carlson has issued the 2018 billing for slip lease fees. The delay was caused by a malfunction in the Marina management software. It is likely that we will need to purchase a new program for the Marina in 2018.
- Steve is also preparing the purchase order for a modular dock to be installed at the Nichols Basin Seawall and a COE/DSL permit application for both the existing concrete floats and the new modular dock. One issue to be resolved is the connection of the existing dock to the seawall. This will need an engineer's evaluation.
- The Oregonian Newspaper has requested permission to install a camera on Port property near the Marina. Staff is working on the details of that request.

Development/Property

- Mold was observed by Port Facilities staff in portions of the Pfriem leased space in the Halyard Building. The Port retained a testing firm who confirmed the observation. Pfriem has retained ServePro to remediate the situation since it is likely a function of the high

humidity in the building. In addition, Pfriem is working on their HVAC improvement project and is expected to have plans for Port review as soon as January 19th.

- We are considering retaining EcoNW to consult on a portfolio analysis and future development plan. Staff has completed much of the analysis and will look to EcoNW to help create a report that would frame feasible development alternatives. This is anticipated to be complete during the spring budget timeframe.

Airport

- The Right-of-Way vacation for a portion of Airport Drive was approved by the County Commission January 16. This will allow the Port to maximize building construction on the south side, and will allow for a gated and fenced south side in the future. The ROW vacation has been agreed upon by all property owners. The Port will take over asphalt maintenance of this 795 ft. of roadway in conjunction with adjacent property owners. We already do the snow plowing and ditch maintenance.
- Port Facilities staff worked with a contractor to fix some long-term hangar door issues. They are now on a lubrication schedule that will keep the doors on the older hangars functioning well. Staff has also resolved several small but complex maintenance items at the rented hangars that have been on-going issues.

Bridge/Transportation

- The test results and recommendations from Stafford Bandlow Engineers regarding the lift span mechanical systems and will be presented at the January 23rd meeting. This report will determine the extent of our remaining two major lift span projects: span motor rehabilitation and skew system replacement.
- HDR is preparing specifications for repair of the lower chord of the through truss that was damaged by a suspected log truck strike. The actual repair work will likely take place this spring and occur during night-time hours.
- Port crews completed installation of the on-bridge traffic signs on January 17. Two speed limit signs could not be replaced due to a sizing issue and the new toll rate sign south of the Toll Booth must be modified to reflect the new toll rate before it can be installed. This work means that most of the signage plan that the Commission authorized in 2016 is complete.
- The Bridge Replacement Procurement Options work session on January 18 was well attended by local officials as well as myriad consultants and related interested parties. Initial feedback from attendees has been very positive, with many comments that it was highly informative and provided useful information to local elected officials. Genevieve will upload a video of the session to the Port's website shortly for wider distribution. We anticipate in-depth newspaper articles in next week's Hood River News and White Salmon Enterprise.

- BreezeBy marketing efforts are well underway prior to the planned toll increase on February 1. Our efforts have or will include radio and newspaper and magazine print ads, bi-lingual handouts at the Toll Booth, posters at key businesses and public agencies, and social media promotions. A notification of the increase with a call to sign up for BreezeBy will also “play” on the electronic reader board at the south approach ramp beginning on Monday, January 22.
- As of January 17, about 131 new BreezeBy accounts have been opened via the web portal, and 28 existing accounts have signed up for online account access. In addition to this, 224 new accounts were opened over-the-counter or via regular mail at the Port office.

Get 50% OFF BRIDGE TOLLS
beginning February 1, 2018 with
BreezeBy

What is BreezeBy?
BreezeBy is an electronic system for paying tolls on the Hood River/White Salmon Interstate Bridge. Each time you cross the bridge, your toll is automatically deducted from the prepaid balance on your account.

What are the benefits?
When new toll rates go into effect in February 2018, BreezeBy customers will pay only \$1 per crossing instead of \$2 for cash payments.**

What does it cost?
There are no fees to open a BreezeBy account, and you first transporter is free.*

How do I sign up?
Create a new account online at portofhoodriver.com. We will mail your transporter to you, no need to come to the Port office.

Questions?
Have questions call us at portofhoodriver.com (541) 386-1645 or visit portofhoodriver.com.

SIGN UP AT PORTOFHOODRIVER.COM
PORT OF HOOD RIVER

OBTENGA 50% DE DESCUENTO EN LAS TARIFAS DEL PUENTE
a partir del 1 de Febrero del 2018 con
BreezeBy

¿Qué es BreezeBy?
BreezeBy es un sistema electrónico para el pago de cuotas del puente Interstatal Hood River/White Salmon. Cada vez que cruce el puente, la tarifa le cobrará automáticamente del saldo prepagado de su cuenta.

¿Cuáles son los beneficios?
Cuando las tarifas de puente entran en vigencia en Febrero del 2018, los clientes BreezeBy pagarán solamente \$1 por cruce en lugar de \$2 por pagos en efectivo.**

¿Cuánto cuesta?
No hay tarifas para abrir una cuenta BreezeBy y la primer transportadora es gratis.*

¿Cómo me registro?
Cree una nueva cuenta online en portofhoodriver.com. Le enviaremos por correo su transportador, no que venga a nuestro oficina de Puente.

¿Preguntas?
Tiene preguntas, llámanos al: portofhoodriver.com (Línea al 541) 386-1645, o visite portofhoodriver.com.

REGÍSTRESE EN PORTOFHOODRIVER.COM
PORT OF HOOD RIVER

Get 50% OFF bridge tolls beginning February 1, 2018 with BreezeBy

What is BreezeBy?
BreezeBy is an electronic system for paying tolls on the Hood River/White Salmon Interstate Bridge. Each time you cross, the toll is automatically deducted from your account.

What are the benefits?
BreezeBy customers receive a discounted toll. When new toll rates go into effect in February of 2018, BreezeBy customers will pay only \$1 per crossing instead of \$2 cash payments.

How does it work?
BreezeBy customers receive transporter for each vehicle. When they drive through the toll plaza, the system calculates the correct toll based on vehicle type and rate code, and charges the customer's account. You can link a credit or debit card to your BreezeBy account for automatic replenishment when the balance dips below \$10. Or, you can make manual payments online or with cash or check at the Port office.

What does it cost?
There are no fees to open a BreezeBy account, but the minimum account balance is \$10. Each new account receives one free transporter, and additional transporters cost \$5.

How do I sign up?
Create a new account online today at portofhoodriver.com. We will mail your transporter to you right away. New and existing customers can manage their accounts online.

Questions?
More information online at portofhoodriver.com or call (541) 386-1645 or email us at portof@port.net.

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

Obtenga 50% de descuento en las Tarifas del puente a partir del 1 de Febrero del 2018 con BreezeBy

¿Qué es BreezeBy?
BreezeBy es un sistema electrónico para pagar los cuotas del puente Interstatal Hood River/White Salmon. Cada vez que cruce, se resta la tarifa le cobrará automáticamente del saldo prepagado de su cuenta.

¿Cuáles son los beneficios?
Los clientes BreezeBy recibirán descuentos en las tarifas de los cruces. Cuando las nuevas tarifas entran en efecto en febrero del 2018, los clientes BreezeBy pagarán \$1 por cruce en lugar de \$2 con pagos en efectivo.

¿Cómo funciona?
Los clientes de BreezeBy reciben transportadores para cada vehículo. Cuando manejan por la plaza de cobro, el sistema calcula la cuota correcta basado en el tipo de vehículo y el código de tarifa, y le hace un cobro a la cuenta \$10 dentro. Puede recargar una tarjeta de crédito o débito su cuenta BreezeBy para que se repone automáticamente su saldo cuando baja a menos de \$10. O bien, puede depositar dinero en su cuenta de BreezeBy con dinero en efectivo o cheque en la oficina del puente durante los horarios de oficina normal.

¿Cuánto cuesta?
No hay ninguna tarifa para abrir una cuenta BreezeBy, pero el saldo mínimo de una cuenta es de \$10. Cada nueva cuenta recibe un transportador gratuito, los transportadores adicionales cuestan \$5. Los tarifas nuevas se aplican.

¿Cómo me registro?
Para crear una nueva cuenta online por internet al ir a portofhoodriver.com. Freogale la transportadora su transportador por correo. Los clientes nuevos o existentes pueden administrar sus cuentas por internet.

¿Preguntas?
Para obtener más información puede ir a portofhoodriver.com. Llame al (541) 386-1645 o entre un correo electrónico a portof@port.net.

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

This page intentionally left blank.

HOOD RIVER COUNTY PUBLIC WORKS



MIKEL S. DIWAN, DIRECTOR

918 18th Street • Hood River, OR 97031 • (541) 386-2616 • FAX (541) 386-2912

January 8, 2018

TO: Hood River County Board of Commissioners

FROM: Mikel Diwan, Public Works Director
Don Wiley, County Engineer

RE: Vacation of a portion of Airport Drive Located in the Northwest Quarter and Southwest Quarter of Section 11, Township 2 North, Range 10 East, of the Willamette Meridian, Hood River County, Oregon.

ISSUE

The Port of Hood River, 4S2 LLC, Pasquale and Jacquie Barone, and BLM Inc have petitioned for the vacation of a portion of Airport Drive, in accordance with the requirements of O.R.S. 368.326 – 368.366. The petitioners are the owners of 100% of the land abutting the property proposed to be vacated. The real property proposed to be vacated is described on the attached Exhibit “A” and shown on the attached Public Road Vacation Survey. The Vacation Petition is also attached.

BACKGROUND

Airport Drive is a county road and public right-of-way that was dedicated to the public by the Port of Hood River and Donald and Sandra Decker in 1990. The current right-of-way is 60 feet wide and approximately ½ mile long extending from Tucker Road to Orchard Road. The County maintains the road to the Airport office. The east 1000 feet of the right-of-way is not developed as a paved road.

The proposed vacation begins east of the last residence and approximately 793 feet east of the centerline of Tucker Road. The parcel owned by 4S2 LLC is accessed from Airport Drive west of the proposed vacation. The parcels owned by the Barones and BLM Inc are accessed from Orchard Road. The parcel owned by the Port is accessed by Airport Drive.

The Port is requesting the vacation in order to facilitate future airport development and to increase safety and security at the airport. Development at the airport is constrained by both FAA setbacks and the public right-of-way. The Airport Drive pavement was constructed in the south half of the right-of-way which leaves approximately 30 feet of right-of-way north of the paved road that cannot be used for airport improvements or secure parking. Additionally, the Port would like to fence portions of the airport and add a gate east of the last residence to insure that airport users are the only people that go beyond that point.

On November 20th, 2017 the Board of Commissioners received the vacation petition, referred it to the Public Works Department for action, and scheduled a public hearing for January 16th, 2018 at 6:00 p.m. The Public Works Department placed the required legal notices and provided notice to affected property owners and utility companies.

As of the date of this report, written comments were received from the following parties; incorporated herein as part of this report:

- Rick Brock, Farmers Irrigation District
- Rick Peargin, City of Hood River
- Mark Beam, Ice Fountain Water District,

FINDINGS:

Public Works is aware of the following potential issues or impacts related to the proposed road vacation:

1. Airport safety and security is enhanced. Approving the vacation would give the Port more options to fence and gate portions of the airport to increase safety and security. ***Positive Impact.***
2. Additional room would be available for future airport related development. ***Positive Impact.***
3. Approximately 800 feet of road would be removed from the county's maintenance responsibility increasing county resources for other roads. ***Positive Impact.***
4. The potential for a future through connection to Orchard Road is lost. A future connection could provide a small decrease in travel time and emergency vehicle response time to the rural residential and EFU properties near the east part of Orchard Road (south of the runway). However, considering Public Works' limited funding for road improvements it is unlikely that such an extension would be constructed in the foreseeable future. ***Possible Negative Impact.***
5. Existing utilities in the Airport Drive right-of-way would need to be accommodated. The existing road right-of-way provides a utility easement that should be retained if the right-of-way is vacated. ***Minimal impact if an easement is retained for public utilities.***
6. A vehicle turnaround would need to be provided near the new end of Airport Drive. The turnaround should be located in a dedicated public right-of-way, paved, and large enough to accommodate trucks, snow plows, and emergency service vehicles.

The County Road Standards for rural local roads require a minimum 50 foot radius circular cul-de-sac turnaround. The advantage of a cul-de-sac turnaround is that the turnaround location is clearly delineated and most vehicles are able to turn without having to back up.

The Petitioners have proposed a hammerhead turnaround to be considered as an alternate to a cul-de-sac. Hammerhead turnarounds require a 3-point turn but require less right-of-way and create less impervious surface. Examples of possible hammerhead turnaround and a cul-de-sac turnaround are included herein as Exhibits “B” and “C” respectively.

The Public Works Department recommends a cul-de-sac turnaround be required if the vacation is approved.

7. No properties will be landlocked by the proposed vacation. The petition for the vacation was signed by owners of 100% of the land abutting the proposed vacation.

RECOMMENDATIONS

The proposed vacation of Airport Drive would have both positive and negative impacts on the transportation system. When considering the comments received from the Port of Hood River, it appears that the safety, security, and development benefits gained by approving the vacation would outweigh the negative impacts related to loss of potential connectivity. After the public hearing on January 16, 2018, if no substantially negative comments are received, it is recommended that the Board of Commissioners tentatively approve the vacation request subject to the following conditions to be addressed in the vacation order:

1. The Port of Hood River shall dedicate public right-of-way for a turnaround near the new end of Airport Drive. The Public Works Department recommends that an offset cul-de-sac turnaround, compliant in nature to County Road Standards, be provided. The Board may choose to require a hammerhead turnaround as an alternative, though not recommended. Any survey work necessary for completing the right-of-way dedication shall be the responsibility of the Port of Hood River or the petitioners (hereafter “Port”).
2. Construction of the paved turnarounds will be the responsibility of the Port. Prior to beginning construction on the turnaround, improvement plans prepared by an Oregon licensed civil engineer shall be submitted to and approved by the Hood River County Public Works Department. The paved portion of the turnaround shall be constructed with a minimum 12 inches of crushed rock and 4 inches of pavement or an alternative approved by the Public Works Department.
3. The petitioners shall provide and record a final survey of the approved vacation prepared by a professional land surveyor licensed within the State of Oregon.

4. A public utility easement shall be reserved over all areas of right-of-way to be vacated. The easement shall be clearly noted on the final road vacation survey.
5. All paved portions of Airport Drive shall remain open to the public until conditions 1 through 4 have been met.

It is further recommended that ownership of the vacated property be vested with the abutting properties according to their fee ownership lines.

Exhibit 'A'
TERRA SURVEYING
P.O. Box 617
Hood River, OR 97031
PHONE & FAX (541) 386-4531
E-Mail: terra@gorge.net

LEGAL DESCRIPTION
FOR
VACATION OF AIRPORT DRIVE

The tracts of land to be vacated are located in the northwest quarter and southwest quarter of Section 11, Township 2 North, Range 10 East, Willamette Meridian; Hood River County and State of Oregon more particularly described as follows.

Tract 1:

Commencing at a 3" Brass Cap monumenting the northwest corner of said Section 11; thence South $01^{\circ}19'35''$ West a distance of 2630.01 feet to a 3" Brass Cap monumenting the west quarter corner of said Section 11; thence South $01^{\circ}19'35''$ West a distance of 6.51 feet to a point; thence South $89^{\circ}03'55''$ East a distance of 190.11 feet to a point; thence South $89^{\circ}03'55''$ East a distance of 442.92 feet to a point; thence South $89^{\circ}03'55''$ East a distance of 130.00 feet to a point; thence South $89^{\circ}03'55''$ East a distance of 30.08 feet to the point of beginning of the area to be vacated.

Thence South $89^{\circ}02'11''$ East a distance of 414.97 feet to a point; North $89^{\circ}31'20''$ East a distance of 111.98 feet to a point; thence South $88^{\circ}54'04''$ East a distance of 14.41 feet to a point; thence South $88^{\circ}54'04''$ East a distance of 267.15 feet to a point; thence North $01^{\circ}05'50''$ East a distance of 60.00 feet to a point; thence North $88^{\circ}54'10''$ West a distance of 281.56 feet to a point; thence South $89^{\circ}31'14''$ West a distance of 111.74 feet to a point; thence North $89^{\circ}03'40''$ West a distance of 414.57 feet to a point; thence South $01^{\circ}16'08''$ West a distance of 60.00 feet to the point of beginning.

Tract 2:

The South 60 feet of the northwest quarter of Section 11, Township 2 North, Range 10 East, Willamette Meridian: EXCEPTING the south 30 feet of the easterly 30 feet that remains within the Orchard Road right-of-way and ALSO EXCEPTING THEREFROM the west 1601 feet thereof.

December 12, 2017
Contains 2.58 Acres, More or Less
EMC

PUBLIC ROAD VACATION SURVEYS

EXHIBIT “B” - OPTION WITH HAMMERHEAD TURNAROUND

EXHIBIT “C” - OPTION WITH OFFSET CUL-DE-SAC TURNAROUND
(Public Works Recommended)

EXHIBIT "B"

TERRA SURVEYING
PUBLIC ROAD VACATION SURVEY
for
THE PORT OF HOOD RIVER AND HOOD RIVER COUNTY

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

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

REFERENCES:

- QUARTER FILED IN HOOD RIVER COUNTY SURVEYORS OFFICE
- C.S. 0412 SURVEY BY PERONIS, DATED SEPTEMBER 1961
- C.S. 0413 SURVEY FOR CARL BY BROWN, L.S. 899, FILED ON OCTOBER 1, 1978
- C.S. 19054 SURVEY FOR MICHAEL BY CROOK, L.S. 1008, FILED ON JUNE 24, 1980
- C.S. 89055 SURVEY FOR MICHAEL BY CROOK, L.S. 1008, FILED ON JUNE 24, 1980
- C.S. 89056 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON JUNE 24, 1980
- C.S. 89021 SURVEY FOR HOOD RIVER COUNTY BY ARNOLD, L.S. 5048, FILED ON JULY 21, 1988
- C.S. 2000-115 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 1990
- C.S. 2000-116 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 1990
- C.S. 2000-117 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-118 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-119 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-120 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-121 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-122 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-123 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-124 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-125 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-126 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-127 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-128 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-129 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-130 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-131 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-132 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-133 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-134 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-135 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-136 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-137 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-138 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-139 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-140 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-141 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-142 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-143 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-144 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-145 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-146 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-147 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-148 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-149 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000
- C.S. 2000-150 SURVEY FOR PORT OF HOOD RIVER BY CROOK, L.S. 1028, FILED ON APRIL 22, 2000

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

ADJUSTED
TAX LOT 2600
CONTAINS 38.58 ACRES,
MORE OR LESS

LINE	BEARING	DISTANCE
L1	N 01°19'15" E	4.31'
L2	N 01°19'15" E	4.24'
L3	N 01°19'15" E	4.24'
L4	N 01°19'15" E	4.24'
L5	S 01°19'15" W	60.00'
L6	S 01°19'15" W	60.00'
L7	S 01°19'15" W	60.00'
L8	S 01°19'15" W	60.00'
L9	S 01°19'15" W	111.58'
L10	S 01°19'15" W	14.41'
L11	S 00°59'03" W	15.34'

ORIGINAL BOUNDARY
LINE
(SEE DETAIL BELOW)

EXCEPTING THE
WEST 1801 FEET

FOUND 3" ANGLE AT
CENTER QUARTER
SECTION 11



SCALE: 1" = 100'
BASIS OF BEARING:
HOOD RIVER COUNTY SURVEY NO. 2012-027

TERRA SURVEYING

REGISTERED
PROFESSIONAL
LAND SURVEYOR
for Oregon
ERIK M. CARLSON
December, 2017

DATE: NOVEMBER 27, 2017
SCALE: 1" = 100'
PROJECT: 17044/VACATION
ASSESSORS MAP: 2N-10E-11C
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-mail: info@terra-surveying.com
www.terra-surveying.com

LEGEND:

- SET 5/8" IRON ROD WITH PLASTIC CAP, L.S. 72306, SET ON (DATE)
- FOUND MONUMENT OF RECORD AS NOTED
- FOUND 1/2" IRON ROD WITH PLASTIC CAP, L.S. 1028, SET ON C.S. 80057
- ▲ FOUND 1/2" IRON ROD WITH PLASTIC CAP, L.S. 1028, SET ON C.S. 81057
- ◆ FOUND 5/8" IRON ROD WITH PLASTIC CAP, L.S. 1815, SET ON C.S. 2000-028
- ◇ FOUND 5/8" IRON ROD WITH PLASTIC CAP, L.S. 72306, SET ON C.S. 2017-___
- CALCULATED BOUNDARY CORNER
- () DEED OR SURVEY DIMENSION

MARGINALIA:
OF THIS SURVEY IS TO VACATE THE EASTERN PORTION OF
AIRPORT DRIVE. THE ROAD WAS ORIGINALLY DEICATED ON INSTEAD OF
THIS VACATION WILL REDUCE THE LENGTH OF AIRPORT DRIVE TO THE WEST
792 FEET. THE PORTION BEING VACATED OCCUPIES LAND WITHIN CREEK
AREA AND WOULD MOST LIKELY NOT BE DEREGULABLE.
THE FACE OF THE SURVEY SHOWS FURTHER DETAILS.

TAX LOT 2600	ADJUSTED PARCEL SIZE	ADJUSTED PARCEL SIZE
38.58 ACRES, ±	38.58 ACRES, ±	38.58 ACRES, ±
38.58 ACRES, ±	38.58 ACRES, ±	38.58 ACRES, ±

*NOTE: AREA AS SHOWN ON ASSESSORS MAP

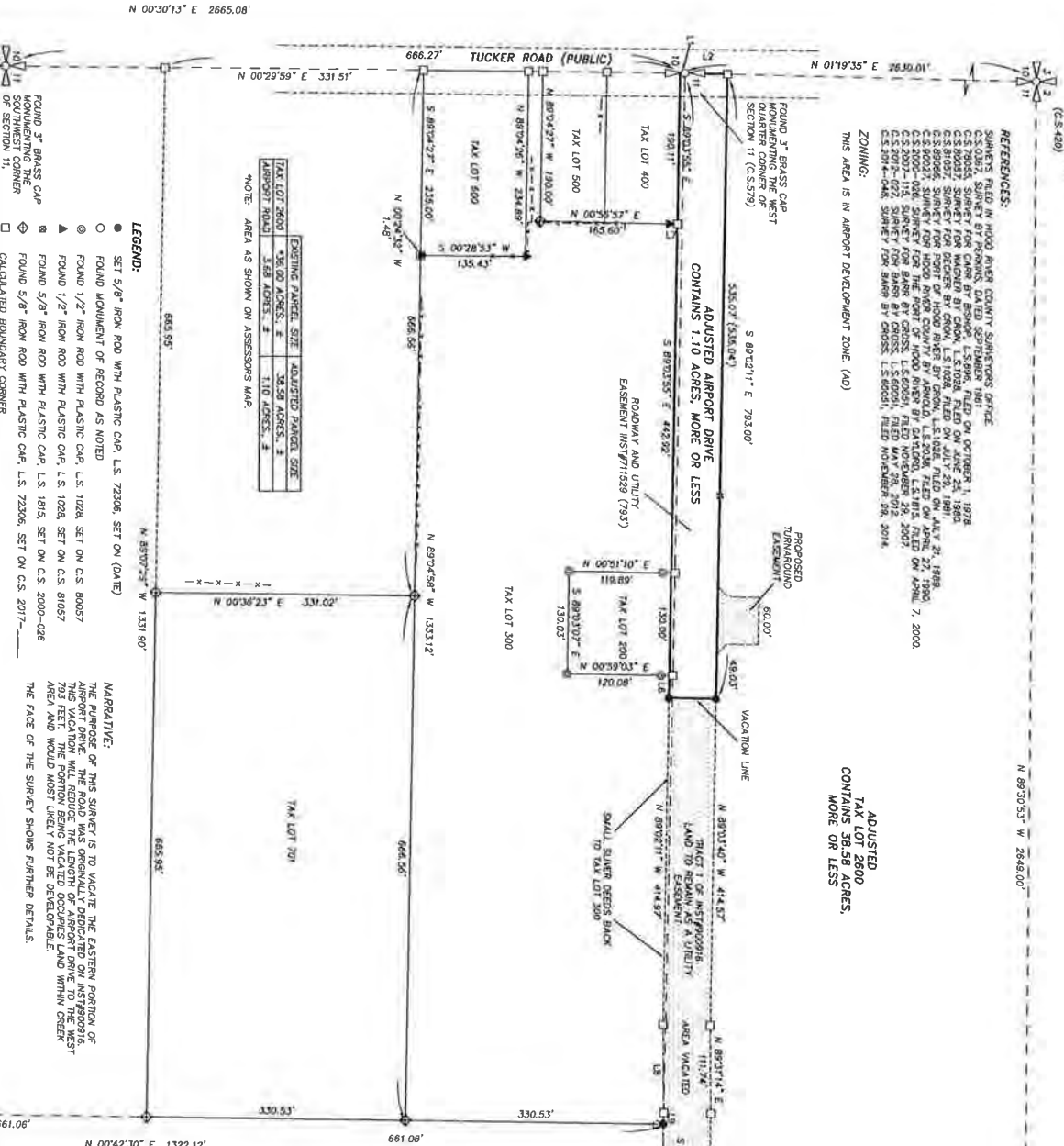


EXHIBIT "C"

TERRA SURVEYING
PUBLIC ROAD VACATION SURVEY
FOR
THE PORT OF HOOD RIVER AND HOOD RIVER COUNTY

LOCATION OF SURVEY:
PARCEL OF LAND IN WEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH RANGE 10 EAST WILKINETTE MERIDIAN, HOOD RIVER COUNTY, OREGON.

FOUND 3" BRASS CAP MONUMENTING THE EAST QUARTER CORNER OF SECTION 11 (C.S. 429)

REFERENCES:

- SURVEYS FILED IN HOOD RIVER COUNTY SURVEYORS OFFICE:
- C.S. 1028 SURVEY FOR C&P BY BESSON, L.S. 1028, FILED ON OCTOBER 1, 1976
- C.S. 81027 SURVEY FOR WANDER BY GYON, L.S. 1028, FILED ON JUNE 25, 1976
- C.S. 81027 SURVEY FOR WANDER BY GYON, L.S. 1028, FILED ON JUNE 25, 1976
- C.S. 81027 SURVEY FOR WANDER BY GYON, L.S. 1028, FILED ON JUNE 25, 1976
- C.S. 81027 SURVEY FOR WANDER BY GYON, L.S. 1028, FILED ON JUNE 25, 1976
- C.S. 81027 SURVEY FOR WANDER BY GYON, L.S. 1028, FILED ON JUNE 25, 1976
- C.S. 2000-026 SURVEY FOR THE PORT OF HOOD RIVER BY ANKLOD, L.S. 1028, FILED ON APRIL 27, 2000.
- C.S. 2012-027 SURVEY FOR BARR BY CROSS, L.S. 60001, FILED MAY 28, 2012
- C.S. 2014-044 SURVEY FOR BARR BY CROSS, L.S. 60001, FILED NOVEMBER 29, 2014.

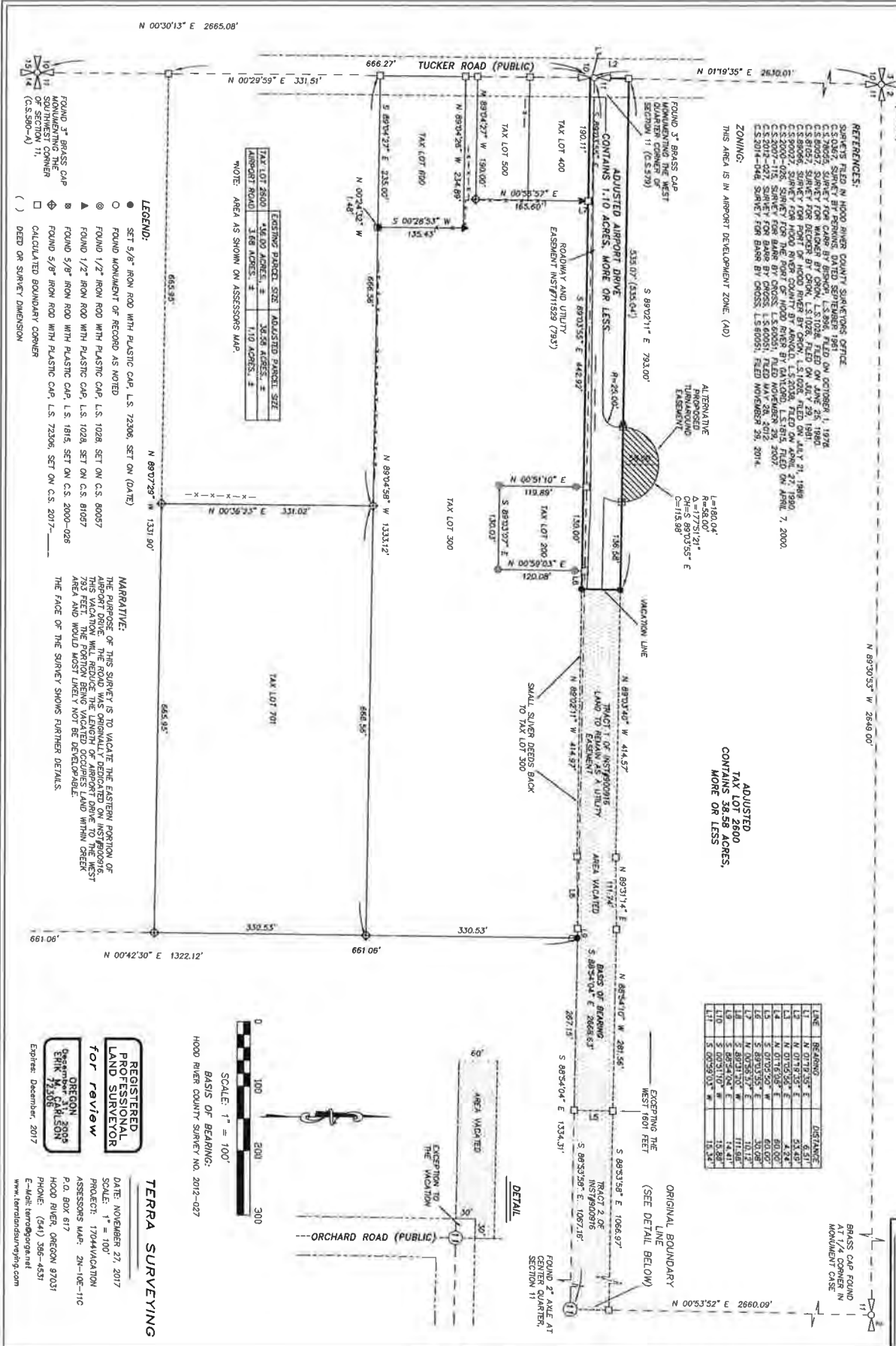
ZONING: THIS AREA IS IN AIRPORT DEVELOPMENT ZONE (AD)

ALTERNATIVE PROPOSED TURNAROUND EASEMENT

L=180.04'
R=58.00'
Δ=17751.21°
C=113.98

ADJUSTED TAX LOT 2800 CONTAINS 38.58 ACRES, MORE OR LESS

LINE	BEARING	DISTANCE
1	N 01°19'35" E	6.51'
2	N 01°19'35" E	53.48'
3	N 01°19'35" E	60.00'
4	N 01°19'35" E	60.00'
5	S 01°02'50" W	60.00'
6	S 01°02'50" W	60.00'
7	S 89°03'55" E	50.08'
8	N 00°58'57" E	10.12'
9	S 89°03'55" E	14.41'
10	S 00°21'07" W	19.88'
11	S 00°29'03" W	18.34'



NOTE: AREA AS SHOWN ON ASSESSORS MAP.

EXISTING PARCEL SIZE	ADJUSTED PARCEL SIZE
TAX LOT 2800	38.58 ACRES, ±
ADJUSTED ROAD	1.10 ACRES, ±

LEGEND:

- SET 5/8" IRON ROD WITH PLASTIC CAP, L.S. 72306, SET ON (DATE)
- FOUND MONUMENT OF RECORD AS NOTED
- ▲ FOUND 1/2" IRON ROD WITH PLASTIC CAP, L.S. 1028, SET ON C.S. 800027
- ▲ FOUND 1/2" IRON ROD WITH PLASTIC CAP, L.S. 1028, SET ON C.S. 81927
- ▲ FOUND 5/8" IRON ROD WITH PLASTIC CAP, L.S. 1815, SET ON C.S. 2000-026
- ▲ FOUND 5/8" IRON ROD WITH PLASTIC CAP, L.S. 72306, SET ON C.S. 2017-027
- CALCULATED BOUNDARY CORNER
- () DEED OR SURVEY DIMENSION

MARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO VACATE THE EASTERN PORTION OF TAX LOT 2800 AND TO VACATE THE EASTERN PORTION OF TAX LOT 300. THIS VACATION WILL REDUCE THE LENGTH OF AIRPORT DRIVE TO PRESENT 735 FEET. THE PORTION BEING VACATED OCCUPIES LAND WITHIN CREEK AREA AND WOULD MOST LIKELY NOT BE DEVELOPABLE. THE FACE OF THE SURVEY SHOWS FURTHER DETAILS.



SCALE: 1" = 100'
BASIS OF BEARING: HOOD RIVER COUNTY SURVEY NO. 2012-027

REGISTERED PROFESSIONAL LAND SURVEYOR FOR REVIEW
DREYFUS M. CALLESON
ENR 72306
Expires: December, 2017

TERRA SURVEYING
DATE: NOVEMBER 27, 2017
SCALE: 1" = 100'
PROJECT: 1704WAVACATION
ASSESSORS MAP: 20-10C-11C
HOOD RIVER, OREGON 97031
P.O. BOX 617
PHONE: (541) 586-4531
E-Mail: terradep@terra.net
www.terrasurveying.com

AIRPORT DRIVE VACATION PETITION

Port of Hood River
Andy von Flotow
John Benton
Pasquale and Jacque Barone
November 2017

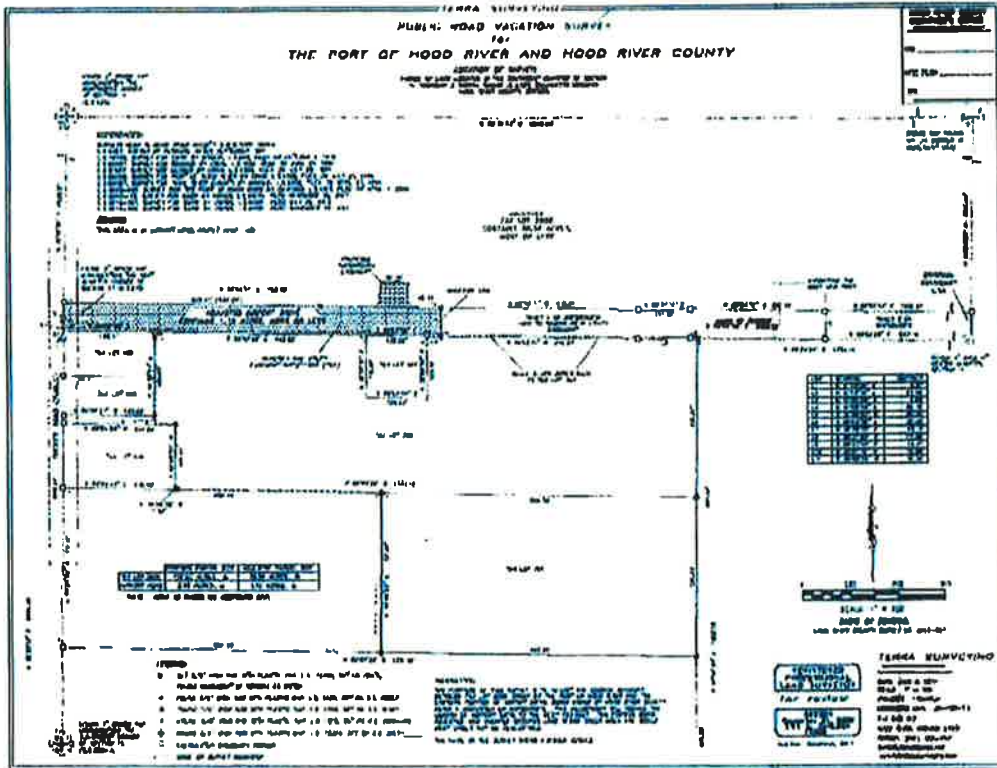
Adjust Airport Rd

We, the undersigned:

- Petition the County of Hood River to execute the property line adjustment defined by the attached document, including minor modifications to this plan.
- Note that this action might require a "vacation" of a road right-of-way, perhaps formally part of the county road network.
- Note that the undersigned represent 100% of the property owners who abut the land that would be "vacated."
- Intend that this petition trigger the county to act according to the guidance in 2015 ORS 368.351, Vacation without hearing


Signed:

Michael McElwee	Director, Port of Hood River	
Andy von Flotow	Manager, SW 4S2 LLC	
John Benton	President, BLM Inc	
Pasquale and Jacque Barone	owners	



STATE OF OREGON
County of Hood River

This instrument was acknowledged before me on 3 November, 2017 by Michael McElwee, Andy von Flotow, John Benton and Pasquale Barone


 Notary Public for Oregon
 My commission expires: 7-27-2021



Port of Hood River
Andy von Flotow
John Benton
Pasquale and Jacquie Barone
November 2017

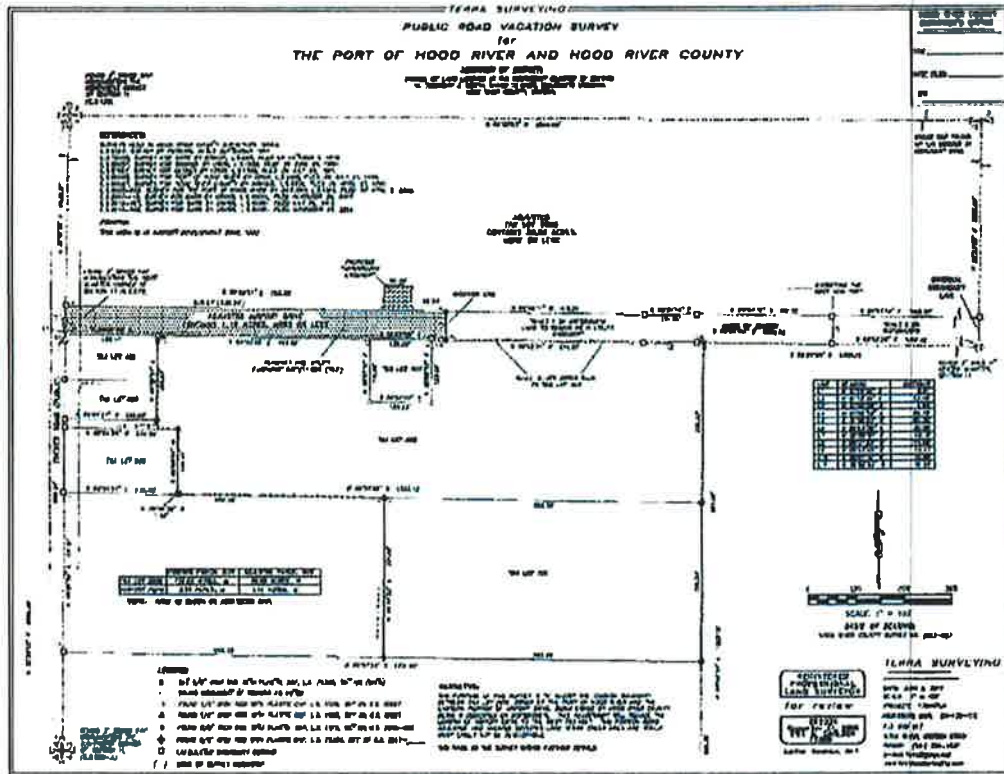
Adjust Airport Rd

We, the undersigned:

- Petition the County of Hood River to execute the property line adjustment defined by the attached document, including minor modifications to this plan.
- Note that this action might require a "vacation" of a road right-of-way, perhaps formally part of the county road network.
- Note that the undersigned represent 100% of the property owners who abut the land that would be "vacated."
- Intend that this petition trigger the county to act according to the guidance in 2015 ORS 368.351, Vacation without hearing

Signed:

Michael McElwee	Director, Port of Hood River	
Andy von Flotow	Manager, SW 4S2 LLC	
John Benton	President, BLM Inc	<i>John M Benton</i>
Pasquale and Jacquie Barone	owners	



STATE OF OREGON
County of Hood River

This instrument was acknowledged before me on 14 November, 2017 by Michael McElwee, Andy von Flotow, John Benton and Pasquale Barone

Notary Public for Oregon
My commission expires: _____

State of Oregon Notarial Certificate (ORS Ch. 194.280, 194.285)

Witnessing or Attesting a Signature

State of OREGON

County of Hood River

Signed (or attested) before me on (date) NOVEMBER 15, 2017

by (name(s) of individual(s)) JOHN BENTON

Jana Scoggins
Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 3 of a Adjust Airport Rd (title or type of document), dated NOVEMBER, 2017, consisting of 2 pages.
(NO SPECIFIC DAY NOTED)

WRITTEN COMMENTS RECEIVED BY 1-8-18

Comments from Farmers Irrigation District

Don Wiley

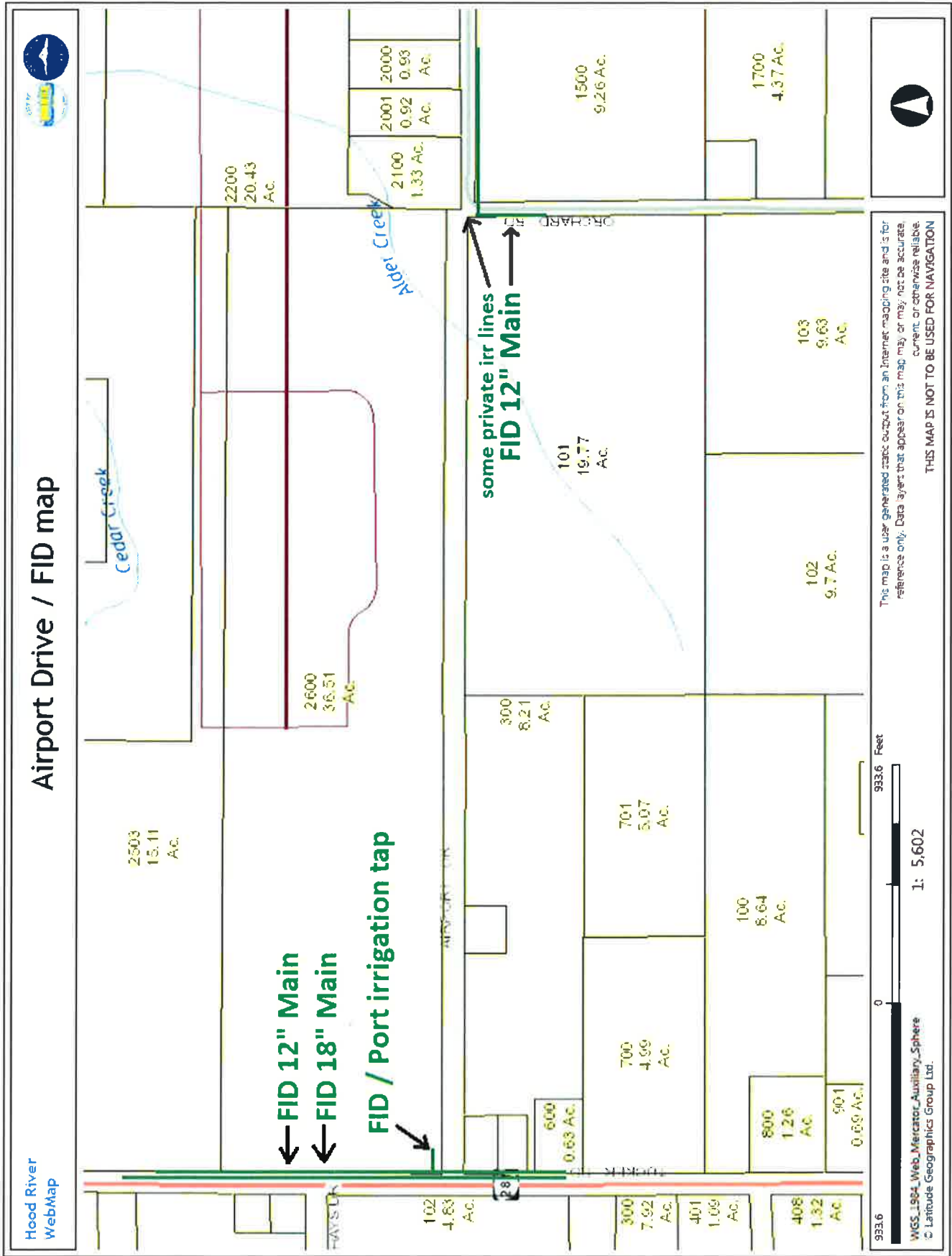
From: Rick Brock [rick@fidhr.org]
Sent: Tuesday, December 12, 2017 10:26 AM
To: Don Wiley
Subject: Airport Road
Attachments: Airport Drive.pdf

Don,
Farmers Irrigation District has reviewed the area of the proposed Airport Road Vacation. There is some FID infrastructure in the general area. A map is attached.

FID will need access to these areas in the future if needed. FID has no other comments.

Thank you for notification of this matter.

Rick Brock
Farmers Irrigation District
Water Rights Specialist
541-387-5261
rick@fidhr.org



Comments from City of Hood River

Don Wiley

From: Rick Peargin [rick@ci.hood-river.or.us]
Sent: Friday, December 22, 2017 11:12 AM
To: Don Wiley
Cc: Anne Medenbach
Subject: RE: Airport Drive Vacation

Don,

I believe the issue has been resolved. Once the Port installs a gate the City will be given the right to entry through an access card, combination, or code.

Please let me know if you need more information.

Thank you,

Rick Peargin
ROW Construction Inspector
City of Hood River
211 2nd Street
Hood River, OR 97031
Phone: 541-387-5220
rick@ci.hood-river.or.us

From: Anne Medenbach [<mailto:amedenbach@portofhoodriver.com>]
Sent: Friday, December 22, 2017 9:23 AM
To: Rick Peargin <rick@ci.hood-river.or.us>
Subject: RE: Airport Drive Vacation

Ok,
That's not a problem. The gate, when installed, will be a code or card access type of gate. That's down the road, 3-5 years probably.

Is that all you need?

Anne Medenbach

Port of Hood River
(541) 645-0646
amedenbach@portofhoodriver.com

From: Rick Peargin [<mailto:rick@ci.hood-river.or.us>]
Sent: Friday, December 22, 2017 8:34 AM
To: Anne Medenbach <amedenbach@portofhoodriver.com>; Don Wiley <don.wiley@co.hood-river.or.us>
Subject: RE: Airport Drive Vacation

Anne,

Good morning. The locking mechanism on the gate needs to allow the City to put our lock on the gate too.

Rick Peargin
ROW Construction Inspector
City of Hood River
211 2nd Street
Hood River, OR 97031
Phone: 541-387-5220
rick@ci.hood-river.or.us

From: Anne Medenbach [<mailto:amedenbach@portofhoodriver.com>]
Sent: Thursday, December 21, 2017 1:01 PM
To: Rick Peargin <rick@ci.hood-river.or.us>; Don Wiley <don.wiley@co.hood-river.or.us>
Subject: RE: Airport Drive Vacation

Rick,
No problem. What do we need to do to ensure that you have what you need? We have no short term fencing projects but in the future, that will be fenced at some point. What does the City typically do to ensure access to something like this?

Thanks.

Anne Medenbach

Port of Hood River
(541) 645-0646
amedenbach@portofhoodriver.com

om: Rick Peargin [<mailto:rick@ci.hood-river.or.us>]
Sent: Thursday, December 21, 2017 11:32 AM
To: Don Wiley <don.wiley@co.hood-river.or.us>; Anne Medenbach <amedenbach@portofhoodriver.com>
Subject: RE: Airport Drive Vacation

The City will need 24hrs access to the 2" pressure sanitary sewer line that extends approximately 880' through the proposed vacation.

Rick Peargin
ROW Construction Inspector
City of Hood River
211 2nd Street
Hood River, OR 97031
Phone: 541-387-5220
rick@ci.hood-river.or.us

From: Don Wiley [<mailto:don.wiley@co.hood-river.or.us>]
Sent: Thursday, December 21, 2017 8:35 AM
To: Anne Medenbach <amedenbach@portofhoodriver.com>; Rick Peargin <rick@ci.hood-river.or.us>
Subject: Airport Drive Vacation

Hi Anne,
Could you contact Rick Peargin at the City to discuss future access to their sewer force main that runs down Airport Drive? They are concerned that if the vacated portion of the road is gated they would lose access for emergency repairs. This would need to be resolved before the vacation is approved.
Thanks,

Comments from Ice Fountain Water District

Don Wiley

From: Ice Fountain Water District [ifwater@hrecn.net]
Sent: Tuesday, January 02, 2018 9:20 AM
To: Don Wiley
Subject: Airport road vacation

Good morning Don. As we discussed on the phone last week I have no issue with the vacation of a portion of Airport Drive as long as utility easements are not removed. Ice Fountain Water District has infrastructure within the proposed vacation area that needs to remain in place.

Mark Beam
District Manager
Ice Fountain Water District
541-386-4299

Commission Memo



Prepared by: Anne Medenbach
Date: January 23, 2018
Re: Crystal Springs Water District - IGA

The Port and Crystal Springs Water District (“CSWD”) have been negotiating an IGA regarding installation of 1,350 LF of improved and extended 10” water line along Stadelman Drive for over a year.

The major deal points of the IGA are as follows:

- The Port will bid, contract, and install approximately 1,350 LF of 10” water line in the Right of Way of Stadelman Drive.
- CSWD will bring the line into the ROW where the Port will connect to it.
- The Port will pay SDC connection fees that have been held to pre-rate increase levels.
- There will be no reimbursement or payment to the Port for the installation of this public improvement.

The plans and specifications have been reviewed and approved by CSWD engineers and are ready for bidding.

The attached IGA is the final version which general counsels for each entity have agreed upon except for one minor sentence addition. This addition was sent to CSWD counsel on Tuesday, January 16 and is expected to be approved by the Port Commission meeting on the 23rd.

Both Port and CSWD staff, as well as general counsels, have worked diligently to come to an agreement and feel that the resultant IGA is ready for approval. Once approved by the Port, the CSWD board will be asked to approve it as well. Their meeting schedule is not finalized yet but is anticipated to occur on February 8th. An approval may occur earlier as CSWD has stated in the past that they would be willing to have an emergency meeting to approve the IGA once the legal details were finalized.

RECOMMENDATION. Approve Intergovernmental Agreement with Crystal Springs Water District for the installation of approximately 1,350 lineal feet of 10” water line along Stadelman Drive in Odell, Oregon.

This page intentionally left blank.

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

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

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

1. RECITALS

Whereas, the District owns and operates a Domestic Water Supply District (“District”) to supply the inhabitants of the District with water for domestic purposes; and

Whereas, the Port owns and is developing industrial land lots near Odell (“Site”) shown on attached “Exhibit A”, which are located within the boundaries of the District, and the Port wishes to sell or lease these lots to private businesses to use for industrial purposes; and

Whereas, the District is authorized by ORS 264.310 to contract with non-domestic water users and other local governments for the supply of surplus water on such terms, conditions and rates as the board of commissioners of the District may deem advisable, subject to the requirement that such contract shall provide for immediate cancellation whenever no surplus supply of water exists over and above any and all demands of domestic users; and

Whereas, the District cannot currently provide 1,000 gallons per minute (“GPM”) minimum water flow to industrial buildings at the Site as desired by the Port; and

Whereas, to increase the level of water flow for fire suppression at the Site to what the parties estimate will be at least 1,000 GPM and hold the flow at 20 PSI for 2 hours, approximately 1,350 lineal feet (“LF”) of 10” main water line and a pressure relief valve (“PRV”) water station will be installed to become part

of the District water system (“Project”). The Project is part of the District’s Project 21 as defined in the 2016 District Master Plan; and

Whereas, if the Port signs a contract for Port Project work, the Port at Port expense will obtain and install the PRV water station and approximately 1,350 lineal feet (“LF”) of 10” main water line within the Hood River County right of way (“Right of Way”), and in coordination with Port Project work the District at District expense will obtain and install a new water pipe approximately 10 feet in length that connects the District water system to the new Port water pipe within the Right of Way at the location shown on “Exhibit C”: (1) in accordance with the Project plans and specifications attached as “Exhibit B”; (2) in accordance with current, applicable District Mains Design Standards (Section 5.000, Water Mains General Requirements dated March 1, 2016); and (3) in accordance with current, applicable District Contractor/Developer Requirements (Revised March 1, 2016) subject to the terms of this IGA and;

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

Whereas, the Project is identified as part of the District’s Project 21 and will upgrade the District’s water system by increasing fire flows, redundancy and distribution to the Lower Mill Industrial Park area as well as the Port’s Site; and

Whereas, the Port has not yet received a building permit for any industrial buildings from the county nor otherwise obtained a decision from the Office of the State Fire Marshal as to the minimum GPM water flows that will be required for fire suppression for future industrial buildings at the site, such that the Port and District are currently unaware whether 1000 gpm or 2200 gpm as stated above will be deemed sufficient for the Port’s intended use; and

Whereas, the Port wishes to proceed at its own risk with the construction of the approximately 1350 LF water line and PRV water station referenced above without having obtained a lawful determination of minimum water flow requirements for fire suppression or a county building permit; and

Whereas, District makes no representations and expresses no opinion as to what will be the minimum required water flow requirements for fire suppression at the Port’s Site;

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

2. TERMS AND CONDITIONS

2.1. Party Responsibilities

- 2.1.1. The Parties agree to cooperate, and to use best efforts to facilitate the Port’s and the District’s successful completion of Project work in accordance with the Project Plans and Specifications set forth in Exhibit B and consistent with this IGA.

2.1.2. Port Rights and Responsibilities.

- 2.1.2.1. Subject to the terms of this IGA, if a bid is acceptable to the Port, the Port at Port expense will obtain and install the PRV water station and approximately 1,350 lineal feet (“LF”) of 10” main water line within the Right of Way, and in connection therewith will design, obtain necessary permits, receive bids for, and execute a construction contract, and monitor and inspect the construction in accordance with the Project plans and specifications set forth in Exhibit B and the standards set forth in 2.1.3.3 below.
- 2.1.2.2. Port will be responsible to pay the Port’s Project engineer for work related to the Project and the District will be responsible to pay the District’s engineer for work related to the Project.
- 2.1.2.3. If the Port determines that the apparent low bid for Port Project construction and related costs will exceed the Port’s cost estimate for Port Project work, the Port may reject all bids, abandon proceeding with any Project work and terminate this Agreement. If the Port decides to reject all construction bids, abandon the Project work and terminate this Agreement the Port will notify the District in writing that this Agreement is terminated, and the termination shall be effective on the date of the Port’s notice.
- 2.1.2.4. If the Port accepts a bid for and proceeds with Port Project construction, the Port will thereafter be responsible for all actual costs of Port Project work, regardless of amount, including any costs in excess of the construction bid amount or in excess of the Port’s cost estimate, whether such excess costs are due to cost over runs, change orders or otherwise.
- 2.1.2.5. If the Port awards a Project construction contract, the Port shall control and have the decision-making authority for construction of the Port Project work prior to its completion and until such time as it is accepted by the District as part of the District, which acceptance the District shall not unreasonably withhold or delay. In performing its obligations under this agreement, the Port is acting independently and on its own behalf as a developer, and not as an agent of the District.
- 2.1.2.6. The Port agrees, to the fullest extent permitted by law, including any applicable limitations of the Oregon Tort Claims Act (ORS 30.260 to 30.300), to indemnify, defend, and hold harmless the District, its commissioners, officers, employees, and agents, from any and all liabilities, losses, claims, damages, liens and expenses (including reasonable attorney fees) arising in connection with the Port’s construction and completion of the new PRV water station and approximately 1,350 lineal feet (“LF”) of 10” main water line within the Right of Way, that are based upon acts, omissions or events that occur or are alleged to have occurred prior to final

acceptance of Port Project work by the District. The Port also agrees to require the Port's contractor and subcontractors to name the Port and District as additional insured under their liability policies.

- 2.1.2.7. The Port's 2.1.2.6 indemnity obligation is not a Port guarantee of the work and materials or future condition of the Port Project work after acceptance of the Port Project work by the District. The Port agrees to require the Port contractor to provide warranty coverage for Project materials and workmanship for not less than one year after Port Project work completion that covers the Port and the District.

2.1.3. District Rights and Responsibilities.

- 2.1.3.1. The District shall install and operate the Westside Reservoir. The District shall endeavor to complete the Westside Reservoir no later than 3 years from the date of this IGA, but makes no representation or promise that the Westside Reservoir will in fact be completed by that date.
- 2.1.3.2. All off-Site domestic and non-domestic water connections or re-connections served by or related to the Project shall be completed and paid for by the District or owners of benefitted properties, other than the Port.
- 2.1.3.3. This IGA is a "Will Serve" commitment by the District to provide water and up to four 2" meters to the Site after the Project is successfully pressure tested and accepted by the District as complete in accordance with (1) the Project plans and specifications attached as "Exhibit B"; (2) the current, applicable District Mains Design Standards (Section 5.000, Water Mains General Requirements dated March 1, 2016); (3) the current, applicable District Contractor/Developer Requirements (Revised March 1, 2016); and (4) the terms of this Agreement.
- 2.1.3.4. After acceptance of the Project by the District and upon approval by the county of required development and building permits, the District will approve the Port's pending applications for service for up to four two-inch meters to the Site. Pursuant to ORS 264.310, and notwithstanding any provisions of this Agreement, District's obligation to supply water shall be subject to immediate cancellation whenever no surplus supply of water exists over and above any and all demands of the District's domestic users. In the event of a sale or lease by Port of any Site property, Port shall include in the sale or lease document a written provision that the District's obligation to provide water is subject to immediate cancellation whenever no surplus supply of water exists over and above any and all demands of the District's domestic users.

- 2.1.3.5. The District will charge standard District rates for water connections and water service at the Site, including a System Development Charge (SDC) of \$34,653 for each 2 inch meter pursuant to the schedule of District SDC rates in effect as of the filing date of the Port's pending applications (June 9, 2017). There shall be no qualified public improvement credits.
- 2.1.3.6. During Port bidding and Port Project construction, the District shall promptly answer questions from the Port's engineer and Port staff and provide relevant information if it is available.
- 2.1.3.7. After the Project is completed the District will provide water for fire suppression at Site industrial buildings when requested, which the parties estimate will allow sustained water flow rates of not less than 1,000 GPM (20 PSI for 2 hours) prior to construction of the Westside Reservoir and not less than approximately 2,200GPM sustained water flow rates after the Westside Reservoir is installed and operational. With respect to the estimated sustained water flow rates stated above, each party hereto is relying on the opinions of its own engineer and staff, and not the other party. The Port agrees to bear all risk that the actual sustained water flow rates will be less than estimated by the parties. District makes no representation and expresses no opinion that the estimated sustained water flow rates stated above will be deemed sufficient for fire suppression purposes at the Site by the Office of the State Fire Marshal or by Hood River County, and the Port agrees to bear all risk that the estimated sustained water flow rates stated above will be deemed insufficient for the intended use of the Site by the Port and its purchasers and lessees. The Port agrees that such risk is reasonably foreseeable, and that its decision to proceed in advance of a fire flow determination by the Office of the State Fire Marshal, and a development permit from Hood River County is an act within its reasonable control. The Port agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its commissioners, officers, employees, and agents, from any and all liabilities, losses, claims, damages, liens and expenses (including reasonable attorney fees) in any way arising in connection with whether water flows available for fire suppression at the Site are adequate and will meet the minimum required water flows for fire suppression purposes as determined by the State Fire Marshall and Hood River County.
- 2.1.3.8. If a construction contract is awarded by the Port for Port Project work, after the work is completed the District will promptly inspect and pressure test the work and accept it as part of the District, provided the pressure test is successful and the completed work complies with the Exhibit B plans and specifications, and the other requirements stated in section 2.1.3.3 above. If the District believes the Port needs to take additional or corrective actions the District will promptly provide the Port with a written statement describing any required action. The Port will promptly take additional or corrective actions identified by the District which the Port is responsible for under this Agreement, at Port expense. If Project work issues identified by the District are beyond the scope of the Port's

obligations under this Agreement the Port will notify the District and if the District agrees the District will promptly take the actions identified by the District at District expense. If the parties cannot agree about who should be responsible to pay for additional or corrective actions identified by the District the matter will be submitted to mediation. After the Project is satisfactorily completed the District will accept it, and operate and maintain the Project water lines at District expense as part of the District.

2.1.3.9.

After the Port installs the PRV water station and approximately 1,350 lineal feet ("LF") of 10" main water line within the Right of Way, the District at District expense will promptly install the new water pipe approximately 10 feet in length that connects the District water system to the new Port main water line to complete the Project and increase water flow to the Site. Port Project work will be limited to installing the PRV water station and approximately 1,350 lineal feet ("LF") of 10" main water line within the Right of Way, and shall not include any costs associated with District work. District work will be limited to installing the water pipe approximately 10 feet in length that connects the District water system to the new Port main water line, and shall not include any costs associated with Port work within the Right of Way.

3. Costs. Beyond each party's respective costs of completing Project work in accordance with this Agreement, no additional Project costs are anticipated by either party.
4. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.
5. A party shall not be liable for a delay in the performance of an obligation under this Agreement that is the direct result of an act or occurrence that is beyond the reasonable control of the party, materially affects the party's performance, and could not have been reasonably foreseen.
6. This Agreement may be amended only by an instrument in writing executed by both parties, which writing must refer to this Agreement.
7. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other party shall be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained. Each party will pay its own attorney fees and costs related to this Agreement, including those arising to resolve a dispute through mediation, arbitration or litigation.
8. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

- 9. This Agreement (including the Recitals, exhibits, documents, and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

- 10. Term and Termination. This Agreement shall be effective as of date it is fully executed by both parties and shall remain in effect after the Port has accepted a bid to construct the Project. If the Port has not accepted a bid to construct the Project either party may terminate this Agreement for any reason by providing written notice of their intention to terminate to the other party not less than 30 days prior to the termination date stated in the termination notice; provided however, if the Port has advertised to receive Project construction bids any District notice to terminate this Agreement must be delivered to the Port not less than ten days prior to the date Project bids are due to be effective. If the Agreement is properly terminated neither party will have any obligation after the termination date to comply with the Agreement.

DATE: _____

DATE: _____

PORT OF HOOD RIVER

CRYSTAL SPRINGS WATER DISTRICT

By: Michael McElwee

By: Fred Schatz

Executive Director

Executive Director

Approved as to form:

Approved as to form:

Jerry J. Jaques

Mark S. Womble

Port Attorney

Crystal Springs Attorney

Exhibit A: Port Industrial Subdivision Map

Exhibit B: Project Plans and Specifications

Exhibit C: Location Map

This page intentionally left blank.

Exhibit A: Port Industrial Subdivision Map

ENGINEERING INC. ALL RIGHTS RESERVED

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

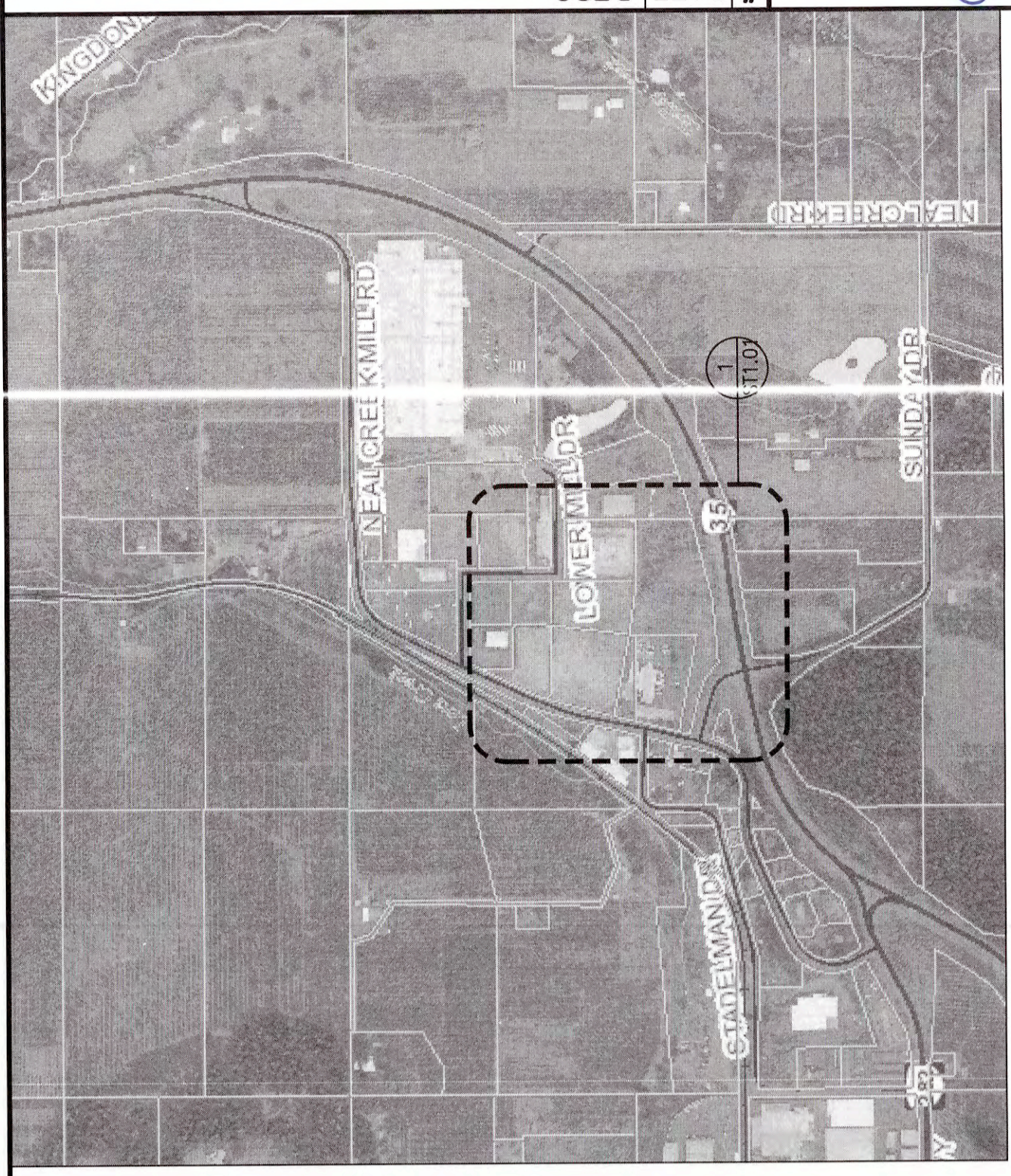
DRAWING TITLE:
CONCEPT SITE PLAN
 DRAWN BY: GG
 CHECKED BY: RMI

Livermore
 JOB NO: 216014.00

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

REGISTERED ARCHITECT
 GARY M. LIVERMORE
 PORTLAND, OREGON

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



2 LOCATION PLAN
 N.T.S.

SITE GENERAL NOTES

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

GENERAL SITE INFORMATION

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

SITE PLAN LEGEND

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

SITE PLAN KEYNOTES

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

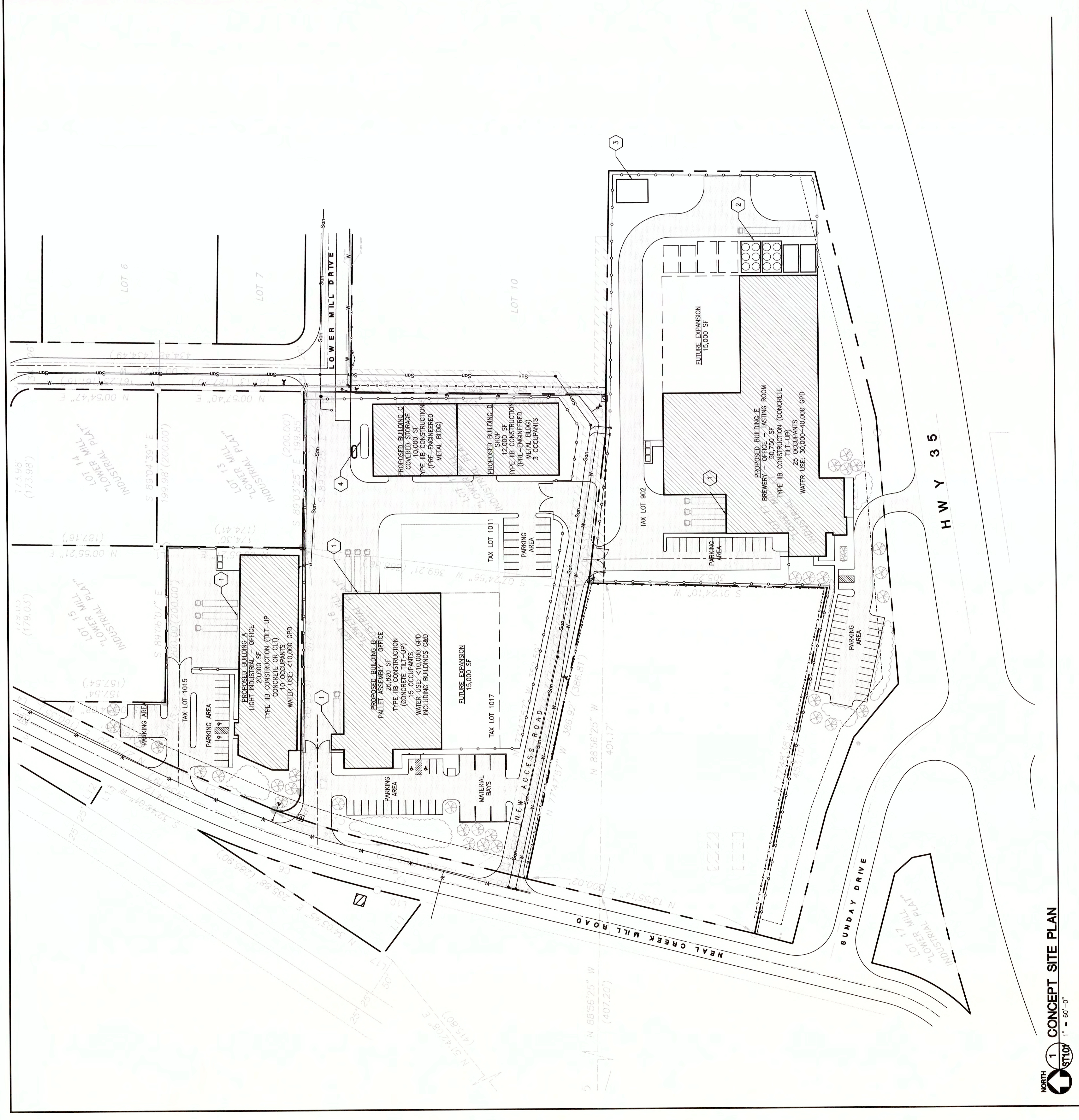


Exhibit B: Project Plans and Specifications

STADELMAN DRIVE WATERLINE EXTENSION

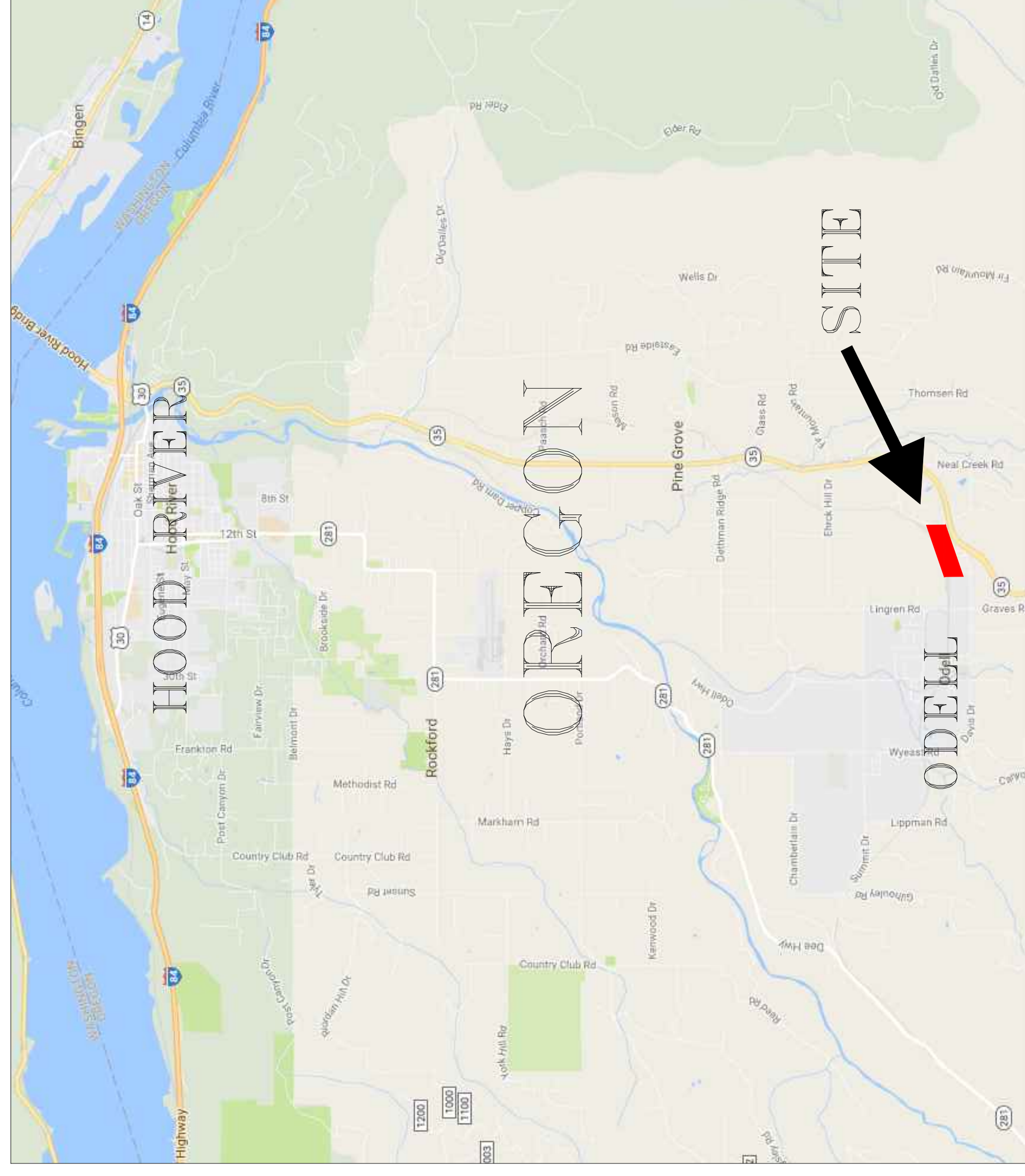
STADELMAN DRIVE
ODELL, OREGON 97031
NOVEMBER 2017

INDEX:

SHEET C1	COVER SHEET
SHEET C2	GENERAL NOTES
SHEET C3	OVERALL PLAN
SHEET C4	PLAN & PROFILE 1
SHEET C5	PLAN & PROFILE 2
SHEET C6	PLAN & PROFILE 3
SHEET C7	PLAN & PROFILE 4
SHEET C8	STANDARD DETAILS
SHEET C9	STANDARD DETAIL - PRV

REVISIONS:

- 1 2 11/04/2017 ADDRESSING WATER DISTRICT ENGINEER ON SHEET C2, C4, C7, C8 & C9.



VICINITY MAP
NOT TO SCALE

CLIENT:

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

WATER DISTRICT:

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

ENGINEER:

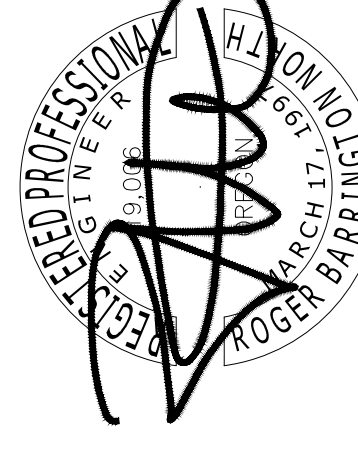


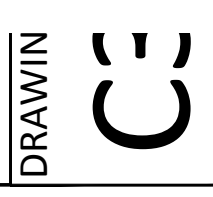
489 N 8TH STREET - SUITE 201
HOOD RIVER, OREGON 97031
PH: 541.386.6480
EM: CGARRIDO@V-GES.COM
CARLOS GARRIDO (PROJECT ENGINEER)

APPROVED:

CARLOS A. GARRIDO 11/04/17
PROJECT ENGINEER DATE

ROGER B. WORTZ 11/04/17
ENGINEER OF RECORD DATE





DRAWN

VERALL PLAN

STADELMAN DRIVE
ELL, OREGON 97031
RT OF HOOD RIVER

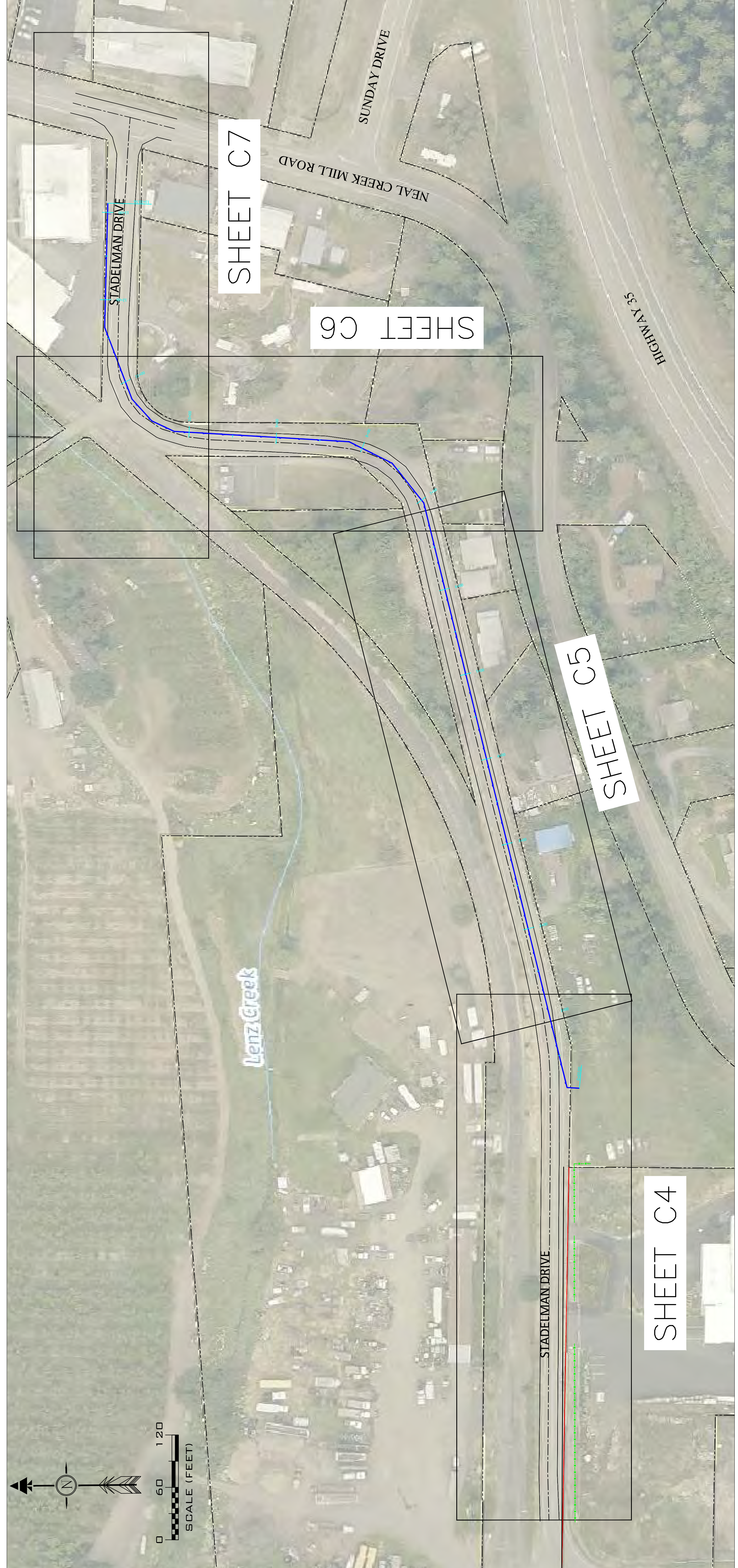
STADELMAN DRIVE WATERLINE EXTENSION

DATE: 11/04/2017

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
1	11/04/17	WATERLINE CONNECTION	-	-	-
2	11/04/17	OAR 333-061-0050(9)(C)(B)	-	-	-

2017-127

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



NOTES:

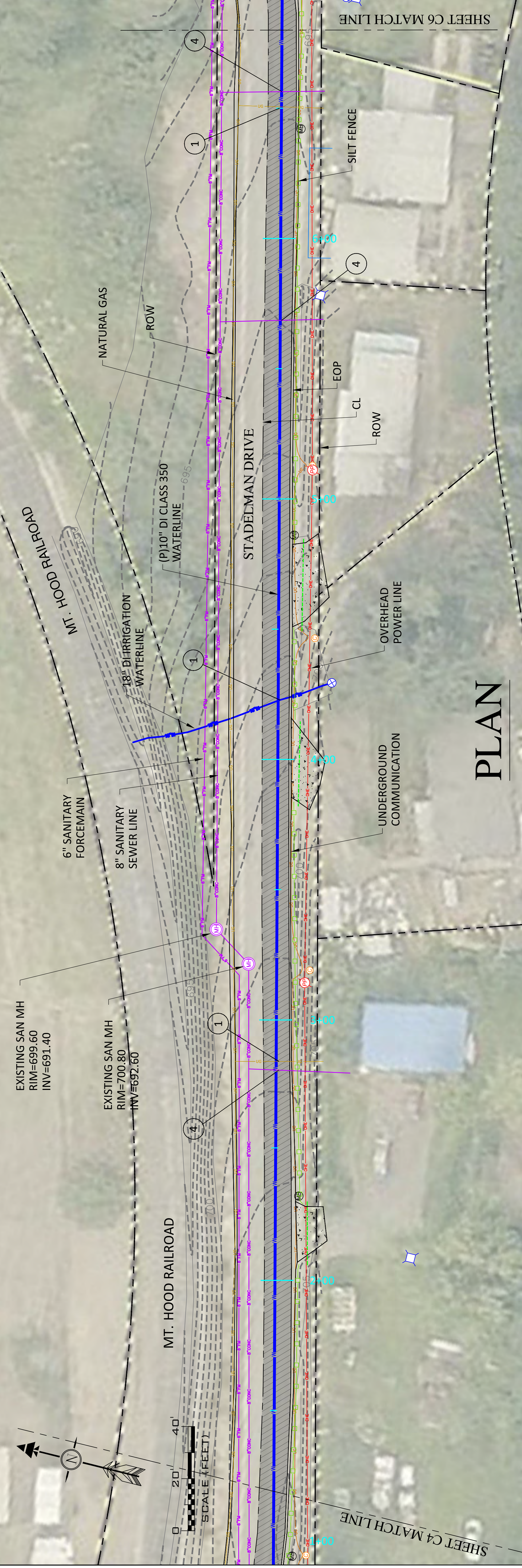
1. TOPOGRAPHIC SURVEY PERFORMED BY VISTA GEOENVIRONMENTAL SERVICES, MARCH 2017.
2. HORIZONTAL DATUM: OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD 83(2011) EPOCH 2010.00.
3. VERTICAL DATUM: NAVD 1988.

STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ELL, OREGON 97031
 RT OF HOOD RIVER
PLAN & PROFILE 2

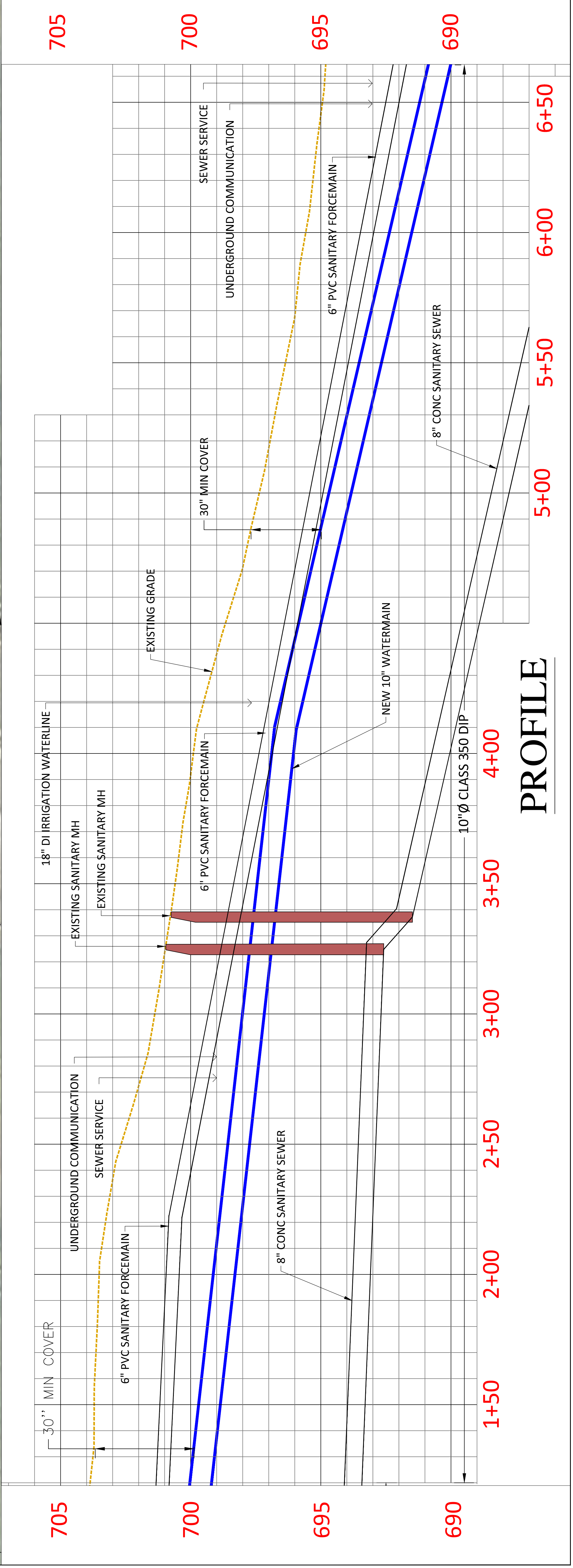
DATE: 11/04/2017

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
1	11/04/17	WATERLINE CONNECTION			
2	11/04/17	OAR 333-061-0050(9)(C)(B)			

2017-127
 VISTA GEOENVIRONMENTAL SERVICES
 489 N 8TH STREET - SUITE 201
 HOOD RIVER, OREGON 97031
 (541) 386-6480



PLAN



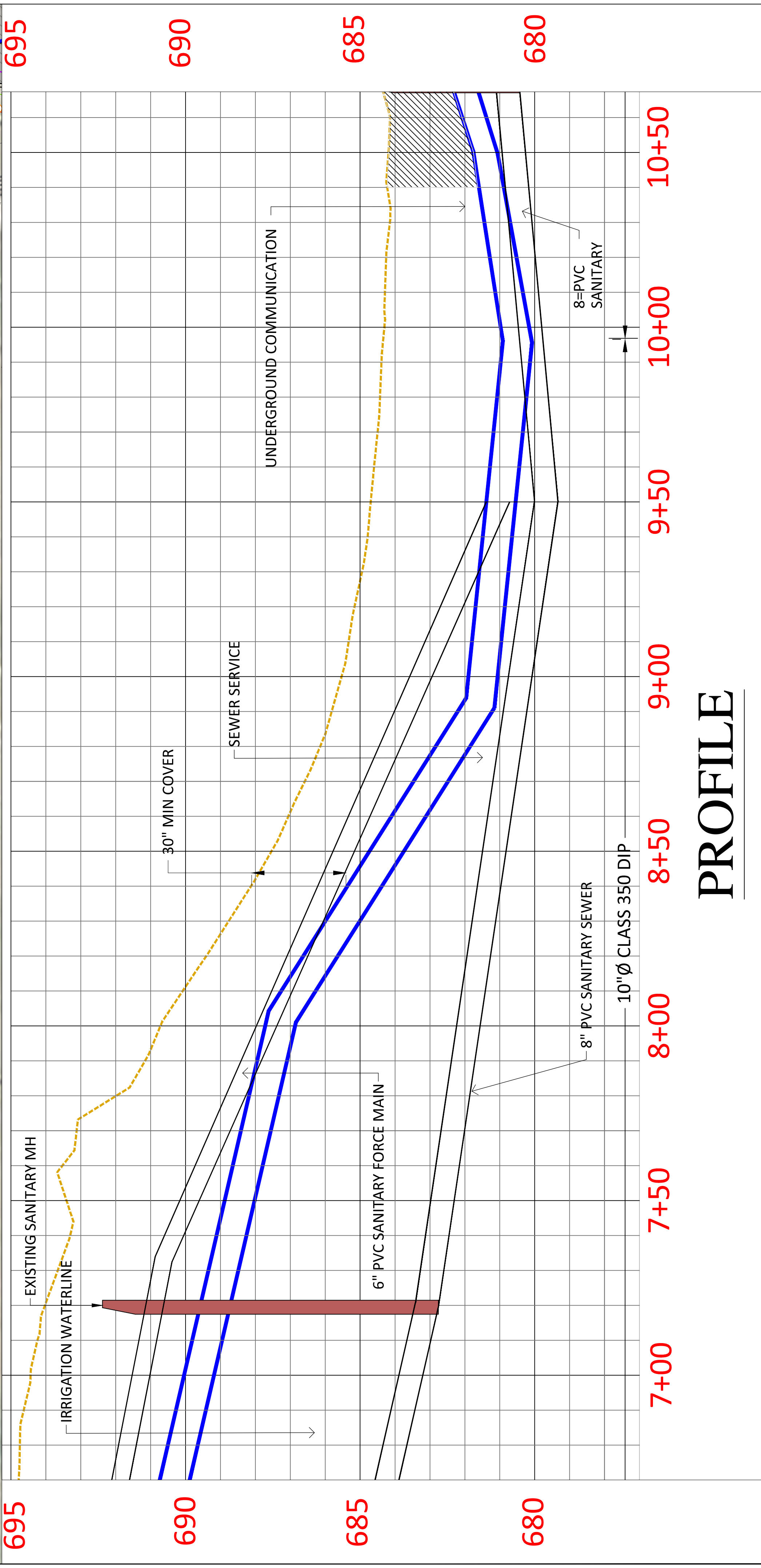
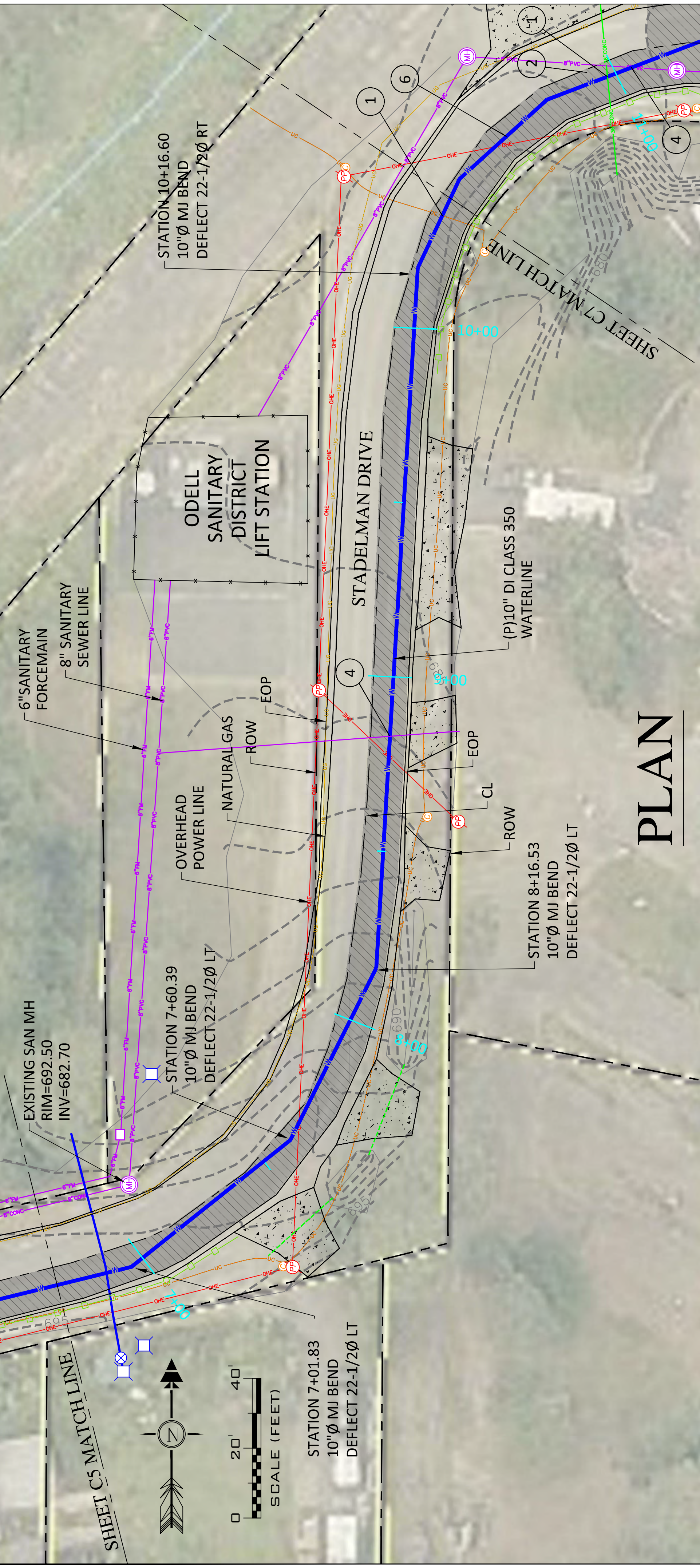
PROFILE

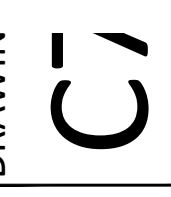
STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ELL, OREGON 97031
 RT OF HOOD RIVER
PLAN & PROFILE 3

DATE: 11/04/2017

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
1	11/04/17	WATERLINE CONNECTION	-	-	-
2	11/04/17	OAR 333-061-0050(9)(C)(B)	-	-	-

VISTA GEOENVIRONMENTAL SERVICES
 489 N 8TH STREET - SUITE 201
 HOOD RIVER, OREGON 97031
 (541) 386-6480
 2017-127





DRAWING

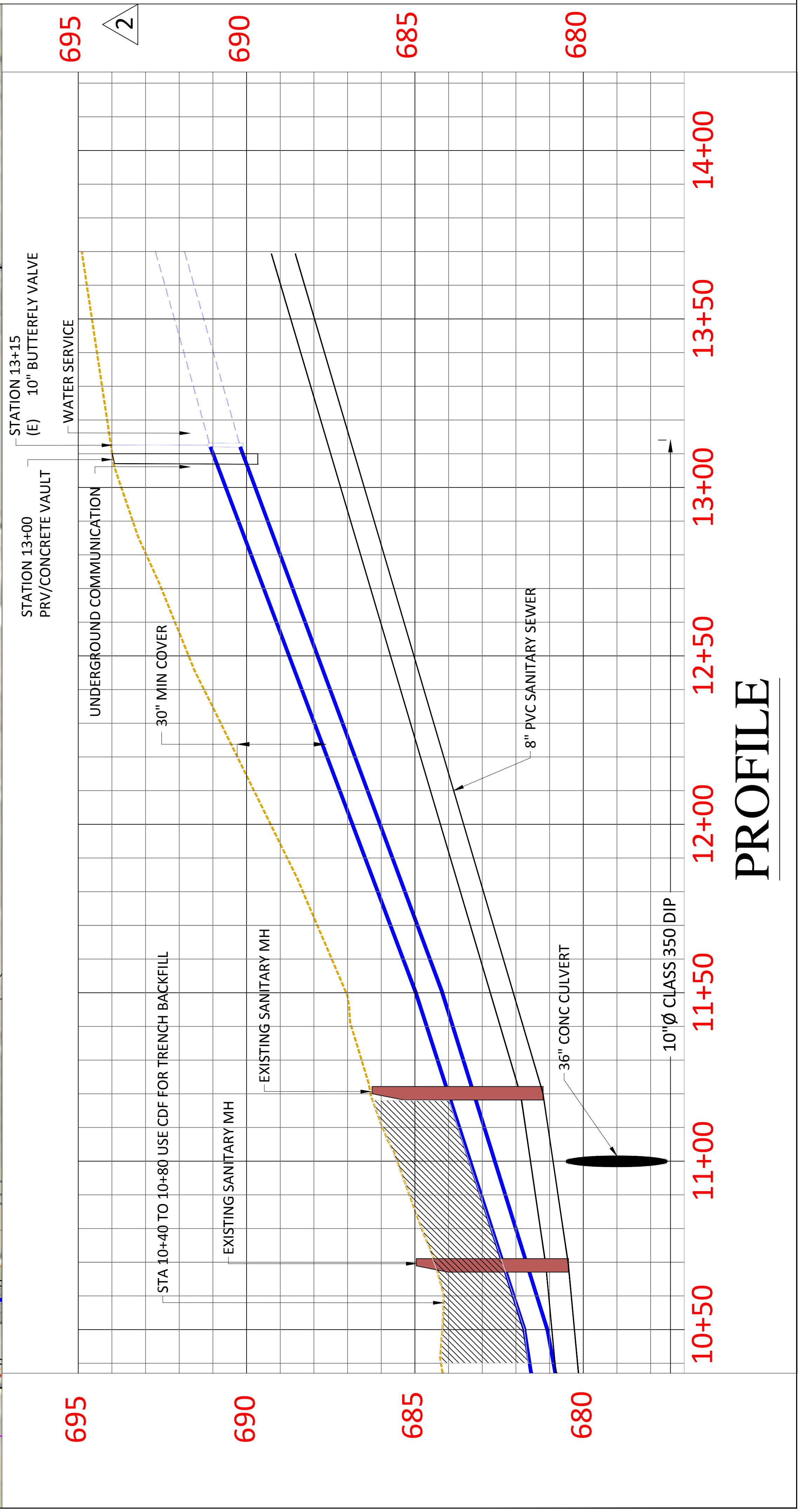
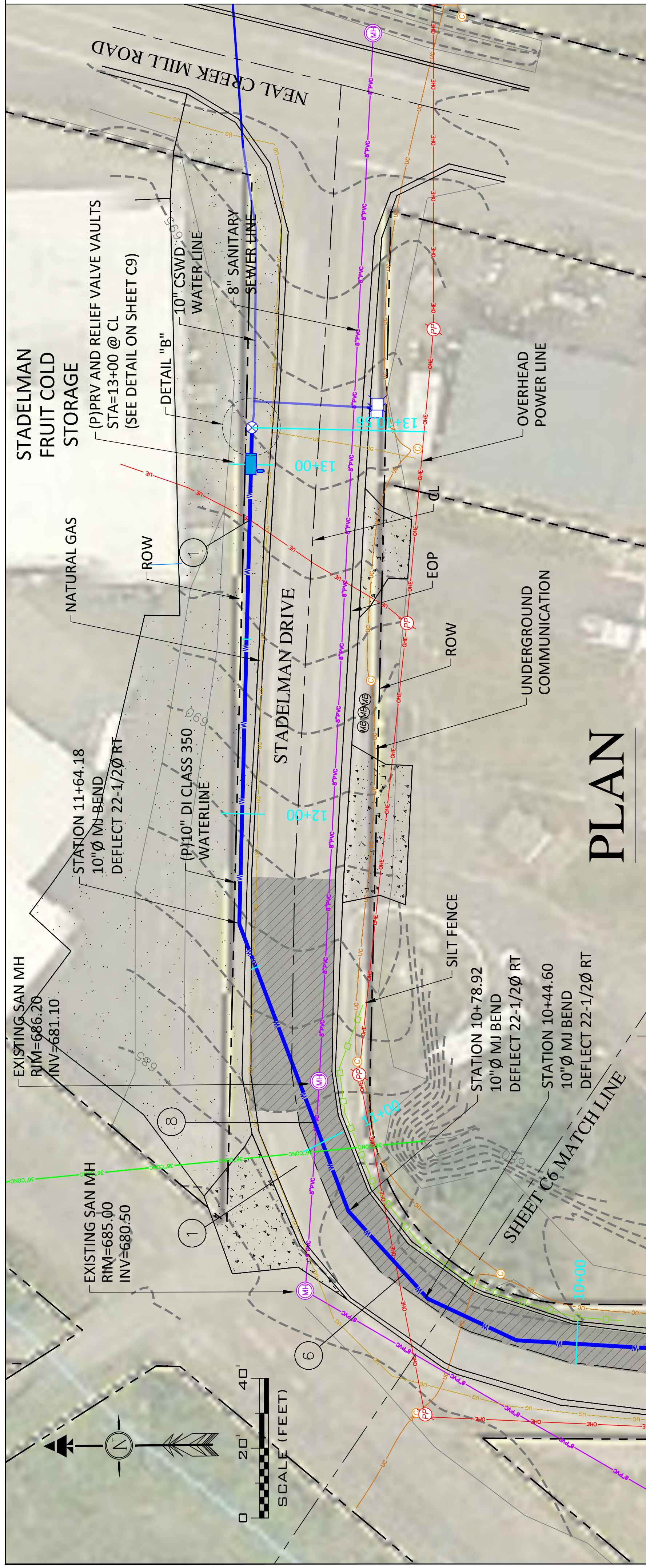
STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ELL, OREGON 97031
 RT OF HOOD RIVER
PLAN & PROFILE 4

DATE: 11/04/2017

REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
1	11/04/17	WATERLINE CONNECTION	-	-	-
2	11/04/17	OAR 333-061-0050(9)(C)(B)	-	-	-

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

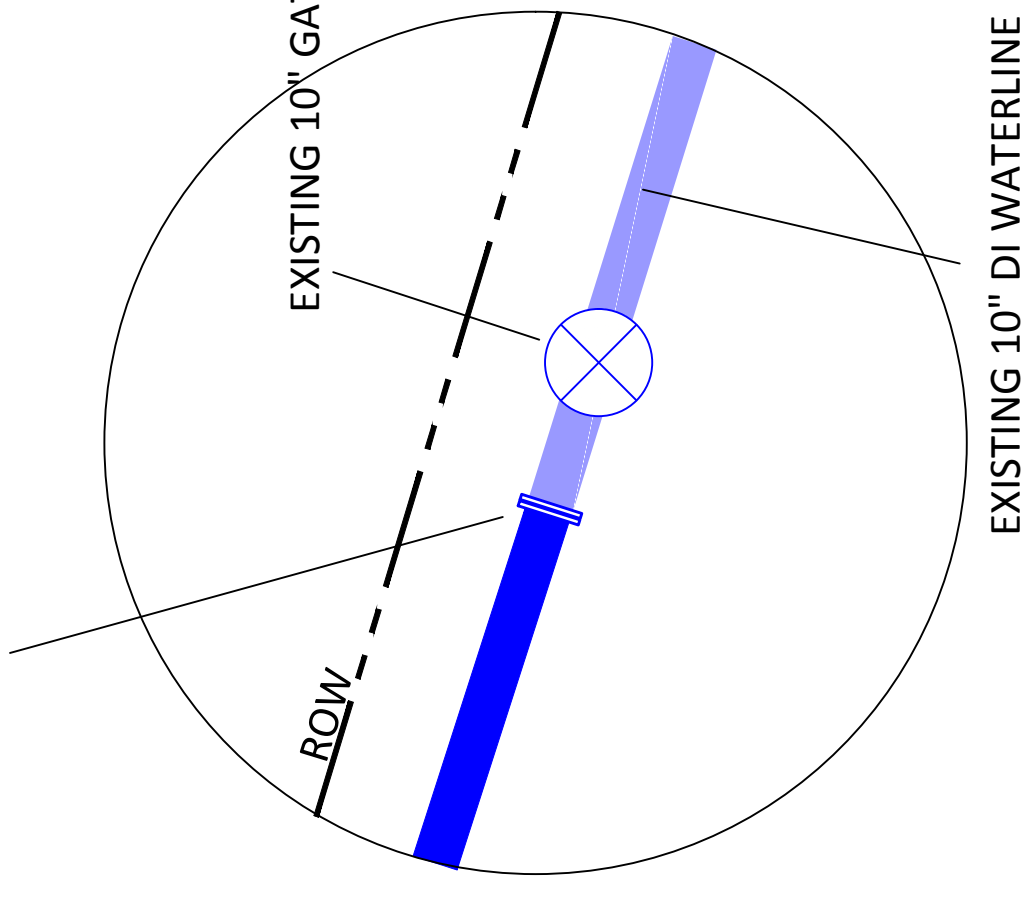
2017-127



PROFILE

**CONNECTION
 DETAIL "B"**

CONNECT PROPOSED 10" DI WATERLINE INTO EXISTING 10" DI USING A MJ DEVISE (SEE GENERAL NOTE 2)



CONSTRUCTION NOTES: (APPLY TO C7)

- 8. AT THE CROSSING OR SEPARATION OF LESS THAN 1.5' BETWEEN A SANITARY SEWER LINE AND A WATERLINE FOLLOW OAR 333-061-0050(9)(C)(B).

Reply Reply All Forward

Tue 11/28/2017 2:15 PM

TF

Tom Ferrell <TomF@paceengrs.com>

RE: Plans

To: Anne Medenbach; Jim Shaver
Cc: Carlos Garrido VISTA; Fred Schatz

November 28, 2017
Proj. 17836

Anne,

Nice to see you last week. I hope you had an enjoyable weekend as well.

PACE has completed our review. Our last letter and mark-up of the plans indicated that a few corrections were to be made. I have spoken with Carlos about these items. So PACE's review is complete. No additional submittal is necessary.

Please let me know if you have any questions.

Thanks.
Tom



Tom Ferrell, PE | Project Engineer
5000 Meadows Rd | Suite 345 | Lake Oswego, OR 97035
p. 503.597.3222 | f. 503.597.7655
www.paceengrs.com

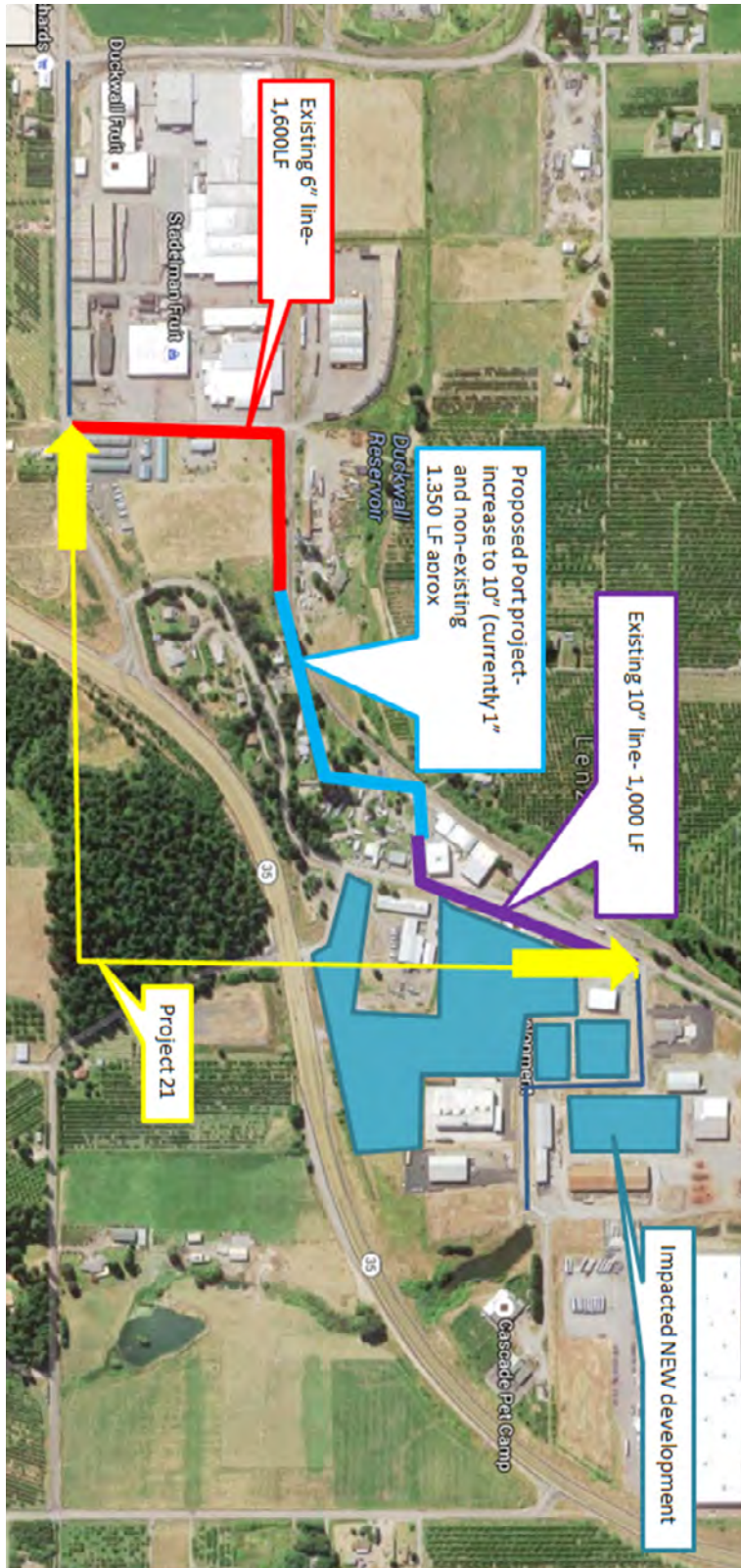
Celebrating 25 Years | Reliable. Responsive. Engineering Solutions.

151

This page intentionally left blank.

Exhibit C: Location Map

Exhibit C



Commission Memo

Prepared by: Kevin Greenwood
Date: January 23, 2018
Re: Siegel Consulting Contract Amendment
No. 3



Steven Siegel has provided valuable consulting assistance to the Port's bridge replacement efforts since October 2015. With Amendment No. 2, Siegel substantially completed the Administrative Rules related to the consideration of Public Private Partnerships, the Commission will have its first review of the draft rules during the meeting.

Amendment No. 3 to the contract will finalize the rules; begin the initial financial modeling of procurement alternatives; consult on Washington legislative actions; and advise on the development of the Request for Information/Qualifications/Proposals.

Amendment No. 3 (attached) to Siegel's existing contract will provide sufficient time for this effort to be completed.

This amendment will add \$20,000 of service with a total amount not to exceed \$94,000. Services provided by Siegel by this Amendment will be reimbursed from the \$5 million grant from the State of Oregon identified in the 2017 Transportation Bill.

RECOMMENDATION: Approve Amendment No. 3 to Contract with Steven Siegel Consulting for a total contract amount not to exceed \$94,000.

This page intentionally left blank.

AMENDMENT NO. 3
TO PERSONAL SERVICES CONTRACT

This Amendment No. 3 to the Personal Services Contract ("Contract") is entered into this **23rd day of January, 2018** by and between Steven M. Siegel ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated July 12, 2016 for bridge replacement strategic planning and financial analysis services associated with future replacement of the Hood River Bridge ("Project"); and

WHEREAS, the Port desires that additional such services including completing those rules, beginning the initial financial modeling of procurement alternatives, consulting on Washington legislative actions and advising in the development of the Request for Qualifications/Proposals be performed by Contractor and that the term of the contract be extended; and

WHEREAS, all terms used in this Amendment No. 3 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE, Port and Contractor agree to carry out the additional services for an additional amount not to exceed **\$20,000** for a total contract amount not to exceed **\$94,000** plus reasonable reimbursable expenses; and

Port and Contractor agree to extend the term of the contract through June 30, 2018.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 3 to be duly executed the day and year first above written.

Steven M. Siegel

Port of Hood River

3787 S.W Lyle Court
Portland, Oregon 97221
(503) 274-0013
siegelconsulting@aol.com

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

This page intentionally left blank.

Commission Memo

Prepared by: Michael McElwee
Date: January 23, 2018
Re: Bridge Lift Span Engineering – Stafford
Bandlow Engineering, Inc.



In 2016, Stafford Bandlow Engineering, Inc. (“SBE”) completed an analysis of the lift span mechanical and electrical systems following an alleged allision and an operational failure that resulted in “closure” of the lift span to marine traffic for several months (with the span remaining in the down position). Because the skew system was determined to be inadequate, SBE developed and installed a temporary lift span control system that allowed operations to be successfully restored in September 2016.

SBE’s recommendation at the time was that the temporary skew control system would be adequate for a few years but would need to be replaced with one that provided controllable drives to restore an out-of-skew condition, limit ultimate skew, and other important safety features.

The attached contact covers SBE’s services for the engineering, design, and implementation of the necessary skew upgrades. The total cost of the complete project, including engineering, procurement of system controls, installation, and testing is estimated by SBE to be \$376,500. Approximately \$196,500 of this total would be expended in FY 17/18, where our budget includes a \$240,000 expenditure.

RECOMMENDATION: Authorize contract with Stafford Bandlow Engineering for Bridge Lift Span Engineering Services not to exceed \$98,000 plus reasonable reimbursable expenses.

This page intentionally left blank.

PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as "Port"), and Stanford Bandlow Engineering (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 in connection with a project generally described as: design and engineering of a new skew system for the Hood River Interstate Bridge lift span.
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'** (the "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 **December 31, 2018** 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 an amount not to exceed **\$ 98,000** ("Compensation"), unless otherwise approved by the Port. The Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant ("Reimbursable Expenses"). Reimbursable Expenses are exclusive of the not to exceed amount. Consultant will not exceed \$12,500 in total Reimbursable Expenses without Port approval.

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. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's wrongful acts, errors or omissions in any way related to this Contract.
- d. 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.
- e. 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 January, 2018.

STANFORD BANDLOW ENGINEERING

PORT OF HOOD RIVER

Paul Bandlow, P.E., Principal

Michael S. McElwee, Exec. Director

Title

Title

Date

Date

EXHIBIT A

**STAFFORD BANDLOW ENGINEERING, INC.**

Port of Hood River
Hood River Bridge
Stafford Bandlow Engineering
Rehabilitation, Replacement and Upgrades
Bridge Electrical Systems
January 16, 2018

Background

The Hood River Bridge was out of service from November of 2015 to August 2016 due to bridge control system issues and damage to the bridge caused by a failure which occurred during operation. Upon investigation, SBE concluded that the failure revolved around the inability of the existing bridge control system to recognize, take action or correct a bridge skew condition.

Stafford Bandlow Engineering, Inc. (SBE) was retained by the Port of Hood River to verify the mechanical integrity of the bridge for operation and electrically modify the bridge control system to enable the bridge to be operated safely and reliably in the short term.

SBE developed a modified design for the bridge control system, specified and procured equipment to accurately monitor span skew and ultimate skew and provided installation details for the system modifications. This solution was a stop gap measure intended to provide a safe and reliable bridge operating system in the short term but ultimately requiring a permanent electrical system upgrade to assure long term service for the bridge.

The installation, commissioning and placing the bridge back into service took place on September 6th thru September 8th, 2016. Additionally, at this same time, baseline mechanical and electrical testing was performed to verify that the bridge is operating within its rating and a determination made of its balance condition.

Following the successful installation of the electrical modifications and their testing, the bridge was returned to service on September 8, 2016.

Long Term Solution

Although the above modifications and additions enabled the bridge to be operated reliably and without the fear of a catastrophic skew condition occurring, these changes do not address the more major issue of the bridge not being provided with controllable drives or an automatic means of correcting for skew. It is therefore proposed that the existing two speed tower drive motors and their starters be replaced with new motors and variable frequency drives and additional motor controls to the existing system with the following features;

- i. Enable the speed and torque output of the drives to be controlled.
- ii. Enable the moving span level to be accurately controlled and monitored during operation (Skew Control). The form of skew control to be installed shall provide skew alarm, skew trip and skew lockout functionality.

- iii. Provide control for electro-mechanical brakes such that the brakes are only released when the tower drive motors are providing the bridge holding function.
- iv. Use the drives to provide dynamic braking thereby controlling overhauling loads and providing braking torque for the driven system.

It is further proposed that the required work for these replacements and upgrades be programmed to be implemented as follows

- i. Engineering Phase for design and implementation of the proposed replacements and upgrades.
- ii. Procurement, fabrication, testing and commissioning of the proposed replacement motors and drives.
- iii. Obtain the services of a contractor to install the replacement and upgrades systems and support the testing and commissioning of the proposed systems.

It is proposed that the required engineering, procurement and installation be awarded as three separate contracts.

It is proposed that Stafford Bandlow Engineering, Inc. provides all necessary engineering services for the design and implementation of the defined replacements and upgrades. This work to include the preparation of design documentation, managing procurement and managing the testing and commissioning of the installed systems.

Due to complexities with the implementation and the required knowledge to provide a system that is capable of accurately controlling a vertical lift bridge with tower drives, it is recommended that a specialist company be selected for this procurement. It is recommended that Panatrol Corporation, who provided the controls for the existing modified skew control system and have a great deal of experience supplying similar systems be retained to provide the required drives and motors.

A local Contractor should be utilized to procure and install all other associated equipment for the designed replacements and upgrades. The local contractor to work with SBE and Panatrol during the installation, testing and commissioning and produce a set of as built drawings and O&M manual to be used for maintenance purposes.

Schedule

The above replacements and upgrades to the bridge operating system can be engineered, procured and installed during 2018 in accordance with the following schedule;

- i. Port of Hood River issue an NTP for engineering (03/01/18).
- ii. SBE develop a design and specifications for the replacement drives and motors (03/01/18 thru 04/06/18).
- iii. Procurement of motors and drives from Panatrol. Award of contract (05/07/18).
- iv. Engineering, design and specification for the electrical system replacements and upgrades (03/01/18 thru 05/25/18).
- v. Bidding process and award of contract for the electrical installation (06/01/18 thru 07/26/18).
- vi. Electrical installation contract award and NTP (07/30/18).
- vii. Motors and Drives shop drawing process and approvals (05/14/18 thru 06/29/18).
- viii. Motors and Drives fabrication and factory testing (07/ 02/18 thru 09/28/18).

- ix. Electrical installation mobilization and procurements (08/06/18 thru 09/24/18).
- x. Electrical installation (09/10/18 thru 11/02/18).
- xi. Delivery of motors and drives to Hood River (10/05/18).
- xii. Testing completed installation (11/05/18 thru 11/23/18).
- xiii. Project acceptance and contract closeout (11/23/18 thru 12/07/18).

Costs for Proposed Electrical Design Work

- 1. Mechanical and Electrical Engineering Direct Labor Costs - \$98,000.
- 2. Direct Expense Costs - \$12,500.
 - i. Assumes two trips to bridge site for two engineers.
 - ii. Assumes two trips to perform factory testing for two engineers.

Engineering Services during construction will be contracted separately.

Engineering Estimate of Costs for Electrical Work

- i. Procurement of the motors and drives - \$86,000.
- ii. Electrical contractor for installation of the replacements and upgrades including contracting the services of the motor/drive vendor for testing and commissioning and the furnishing of specified O&M Manuals - \$180,000.

This page intentionally left blank.