

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.



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 Jacque 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 Brook, Farmers Irrigation District
- Rick Peargin, City of Hood River
- Mark Beam, Lee 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 EFC 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)**

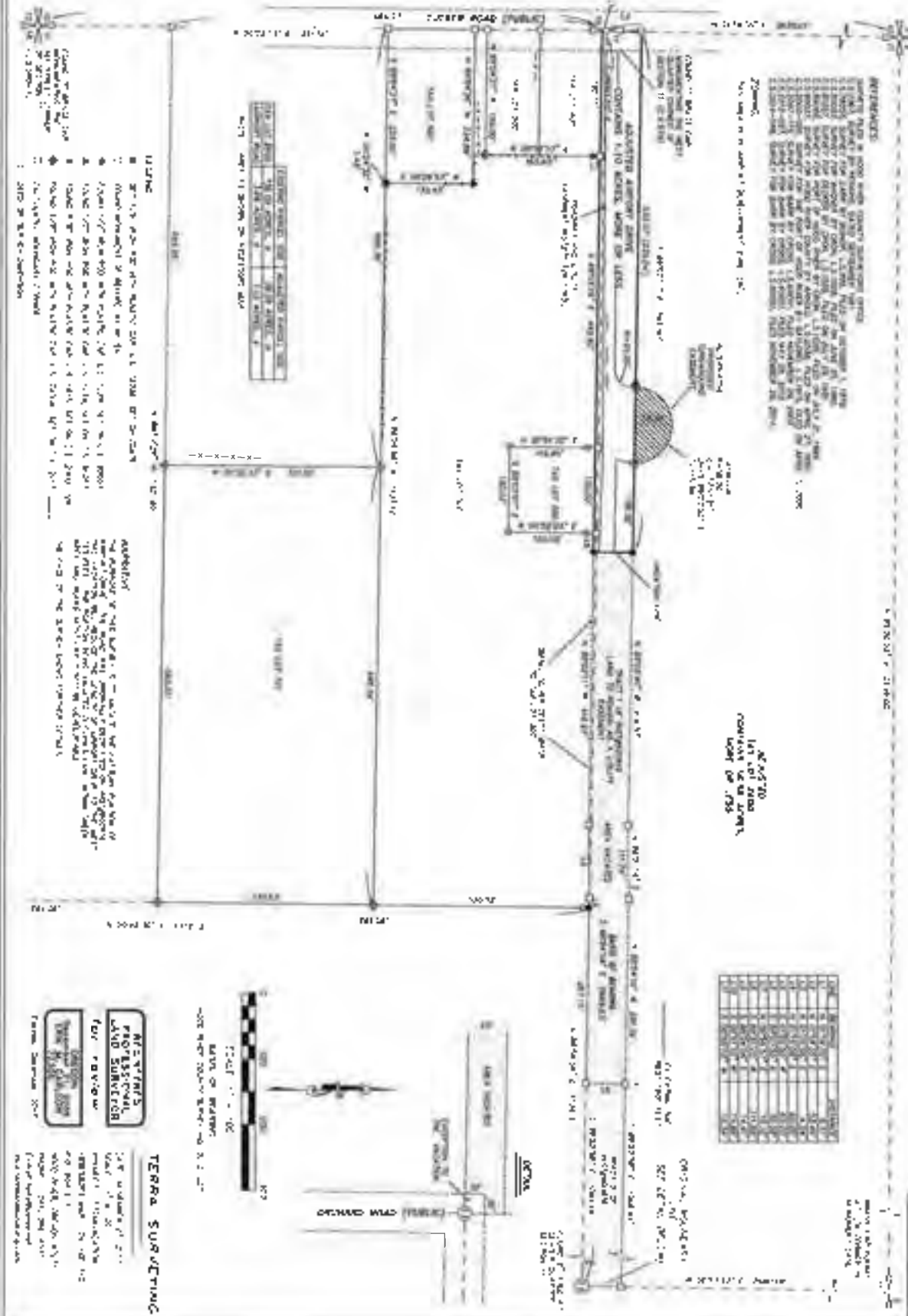
EXHIBIT "C"

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

LOCATION OF SURVEY
SECTION 2, T12N, R12E, S1W, 1000
HOOD RIVER COUNTY, OREGON

DATE: 10/11/10
BY: [Name]
SCALE: AS SHOWN

ABSTRACT:
This is a public road vacation survey for the purpose of vacating the public road shown on the attached plat. The road is shown on the attached plat and is located in Section 2, T12N, R12E, S1W, 1000, Hood River County, Oregon. The road is shown on the attached plat and is located in Section 2, T12N, R12E, S1W, 1000, Hood River County, Oregon. The road is shown on the attached plat and is located in Section 2, T12N, R12E, S1W, 1000, Hood River County, Oregon.



2000 1418 02 2011
10 OCT 2015 09:11 E
BY: [Name]

NOTES:
1. THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF VACATING THE PUBLIC ROAD SHOWN ON THE ATTACHED PLAT.
2. THE ROAD IS SHOWN ON THE ATTACHED PLAT AND IS LOCATED IN SECTION 2, T12N, R12E, S1W, 1000, HOOD RIVER COUNTY, OREGON.

TERRA SURVEYING
217 N. 10th St.
Vancouver, WA 98660
Phone: 509.536.1111
Fax: 509.536.1112
www.terra-surveying.com

AIRPORT DRIVE VACATION PETITION

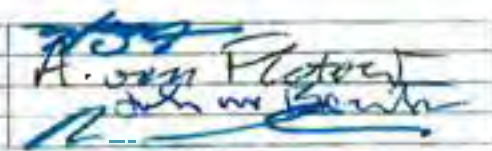
Port of Hood River
Andy von Flotow
John Benton
Pasquale and Jacquie Barone
November 2017

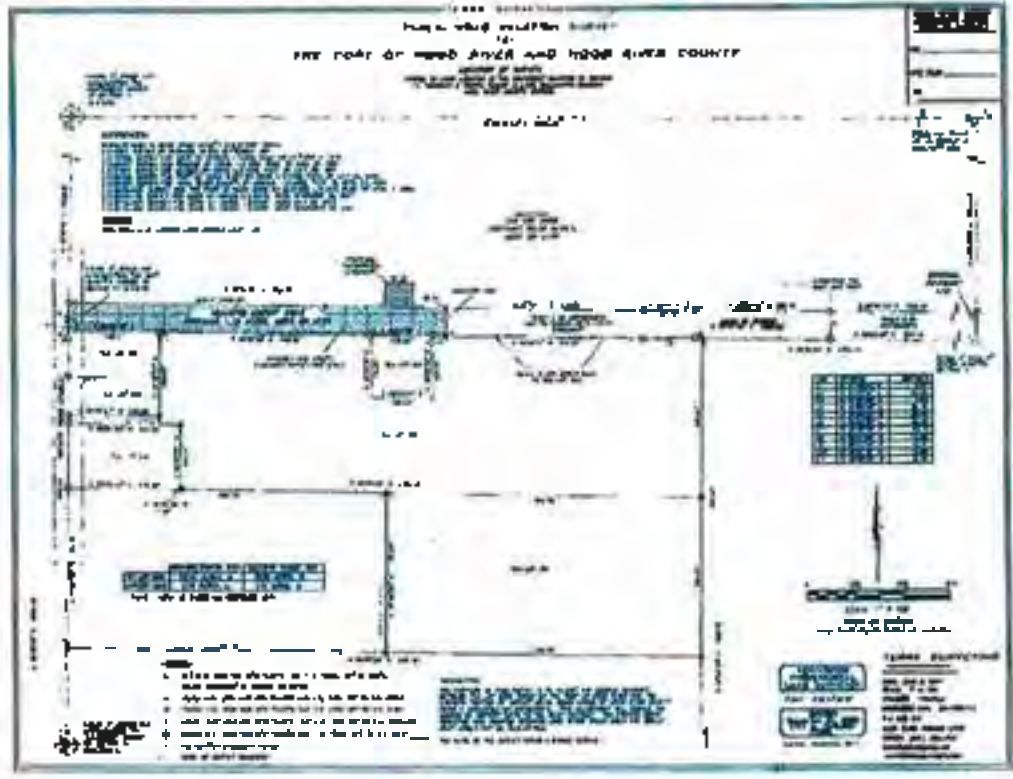
Adjust Airport Rd

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

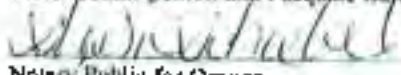
Signed:

Michael McElwee	Director, Port of Hood River	
Andy von Flotow	Manager, SW 4S2 LLC	
John Benton	President, HLM Inc	
Pasquale and Jacquie 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

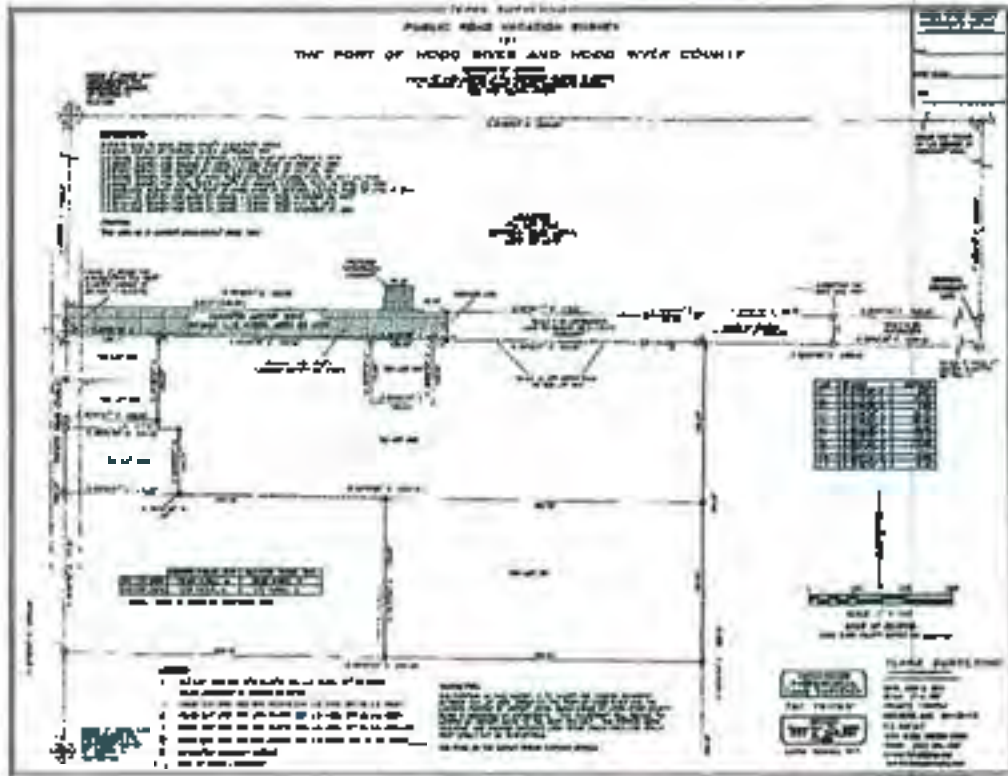
Adjust Airport Rd

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 369.354, 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 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

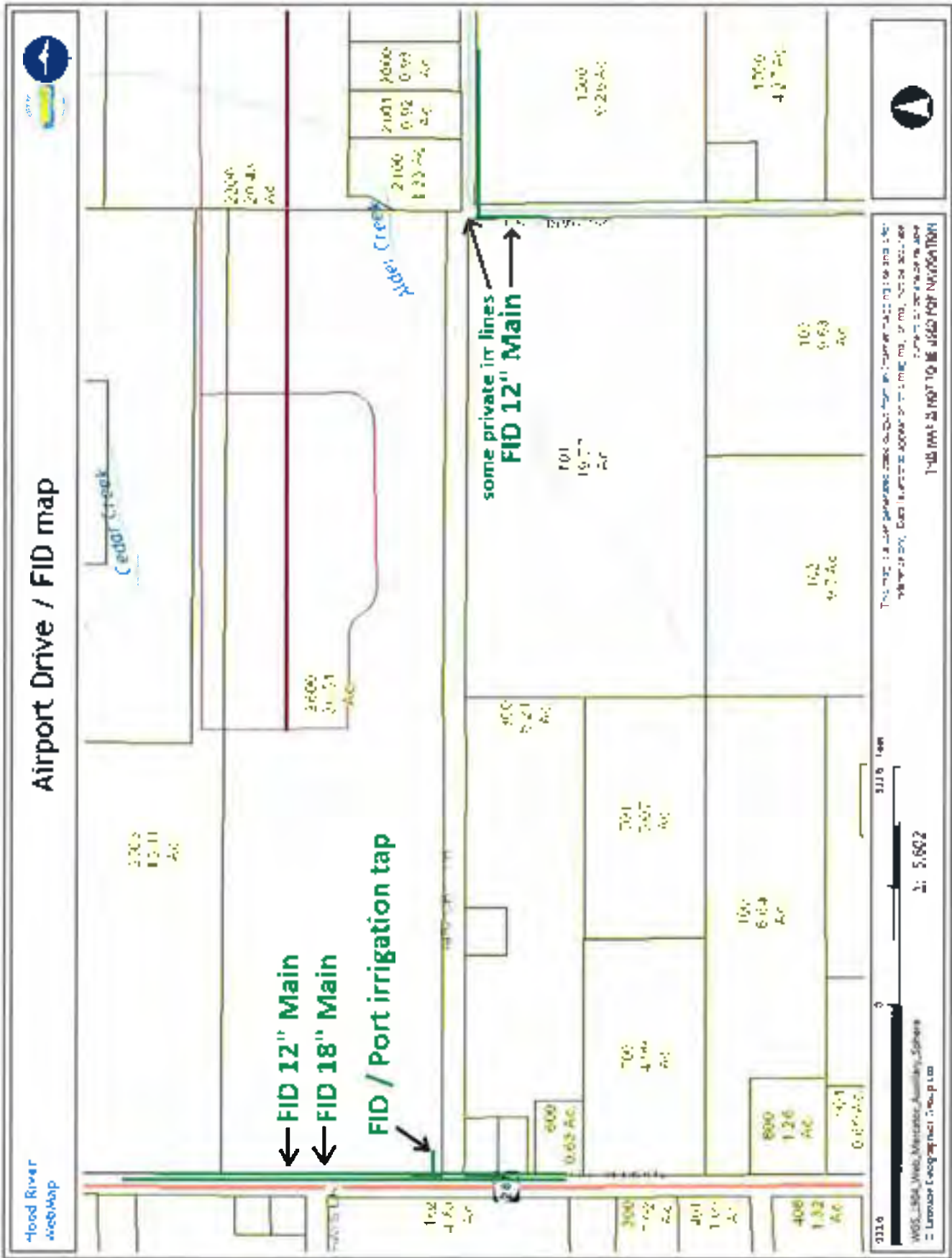
From: Rick Brock (rick@fidhr.org)
Sent: Tuesday, December 12, 2017 10:26 AM
To: Don Wiley
Subject: Airport Road
Attachments: Airport Drive.pdf

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



This map is a computer-generated map and does not constitute a survey. It is for informational purposes only and should not be used for legal or financial purposes. Consult a professional surveyor for accurate information. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

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) 643-0645
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@ci.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) 645-0546
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@hrcn.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

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: RAL

Livermore
 JOB NO: 216014-00

LIVERMORE
 ARCHITECTURE &
 ENGINEERING, INC.
 6125 SW Mackenzie Ave Suite 200
 Portland Oregon 97239
 Phone: 503-892-3002
 www.livermore.com



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 ADDITIONAL DESIGN AND ENGINEERING.
- BASE MAP INFORMATION IS BASED ON "PARTIAL RE-PLAN 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

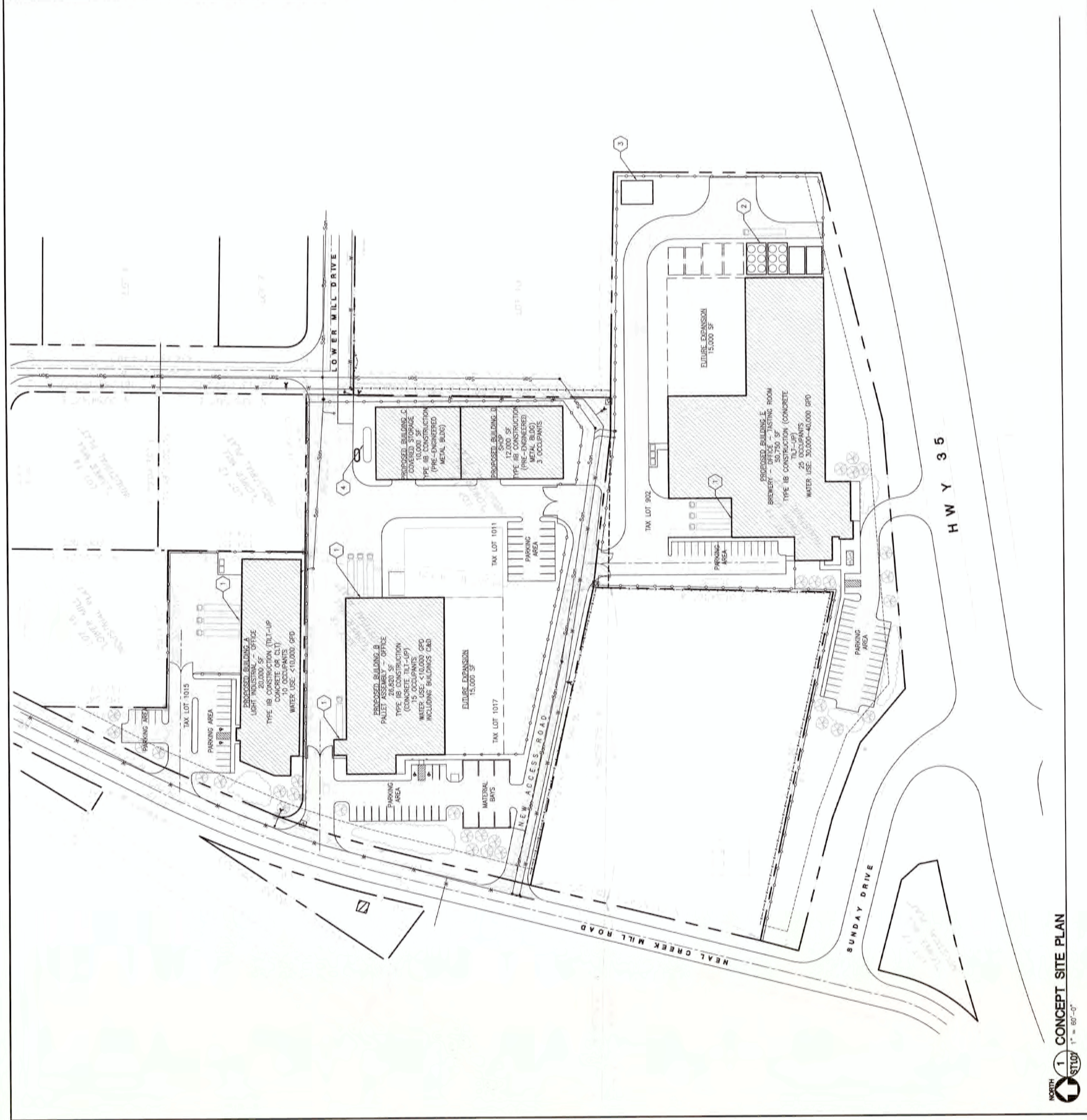


Exhibit B: Project Plans and Specifications

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:

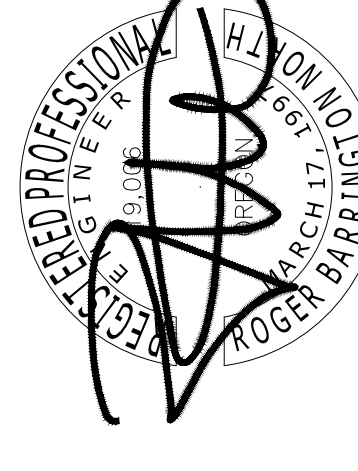


489 N 8TH STREET - SUITE 201
HOOD RIVER, OREGON 97031
PH: 541.386.6480
EM: CGARRIDO@V-GES.COM
CARLOS GARRIDO (PROJECT ENGINEER)

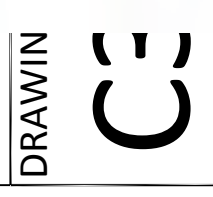
APPROVED:

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

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



EXPIRES 12/31/2018



DRAWN

VERALL PLAN

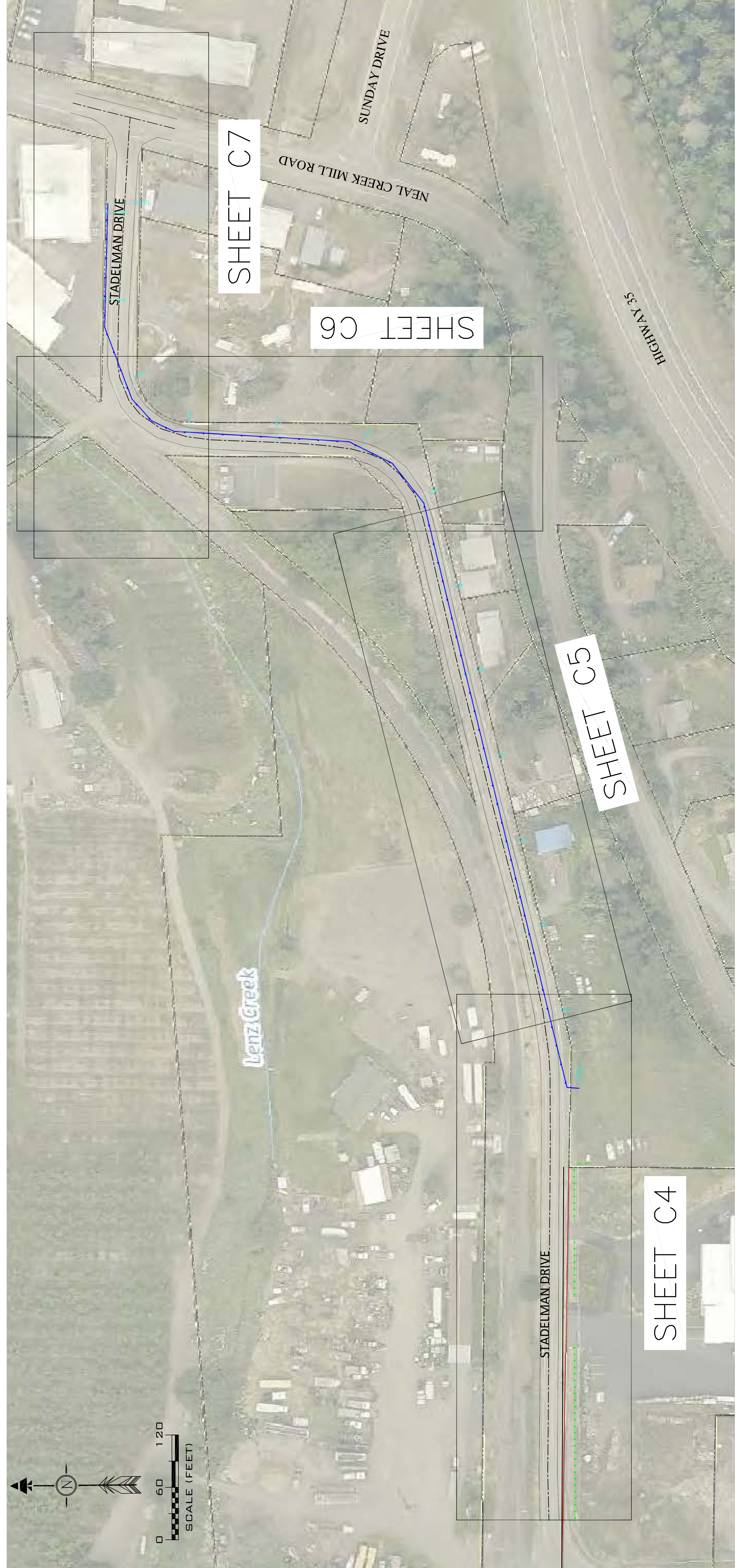
STADELMAN DRIVE
ELL, OREGON 97031
RT OF HOOD RIVER

STADELMAN DRIVE WATERLINE EXTENSION

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

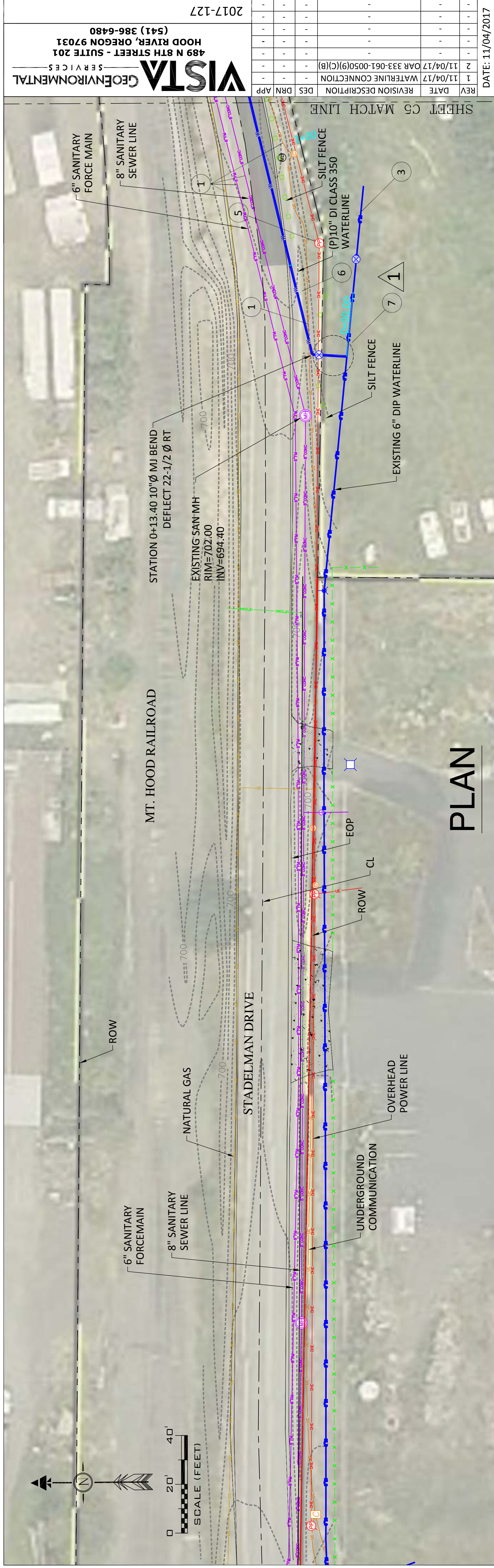
REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
1	11/04/17	WATERLINE CONNECTION	-	-	-
2	11/04/17	OAR 333-061-0050(9)(C)(B)	-	-	-

DATE: 11/04/2017



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.



CONSTRUCTION NOTES: (APPLY TO SHEETS C4 TO C7)

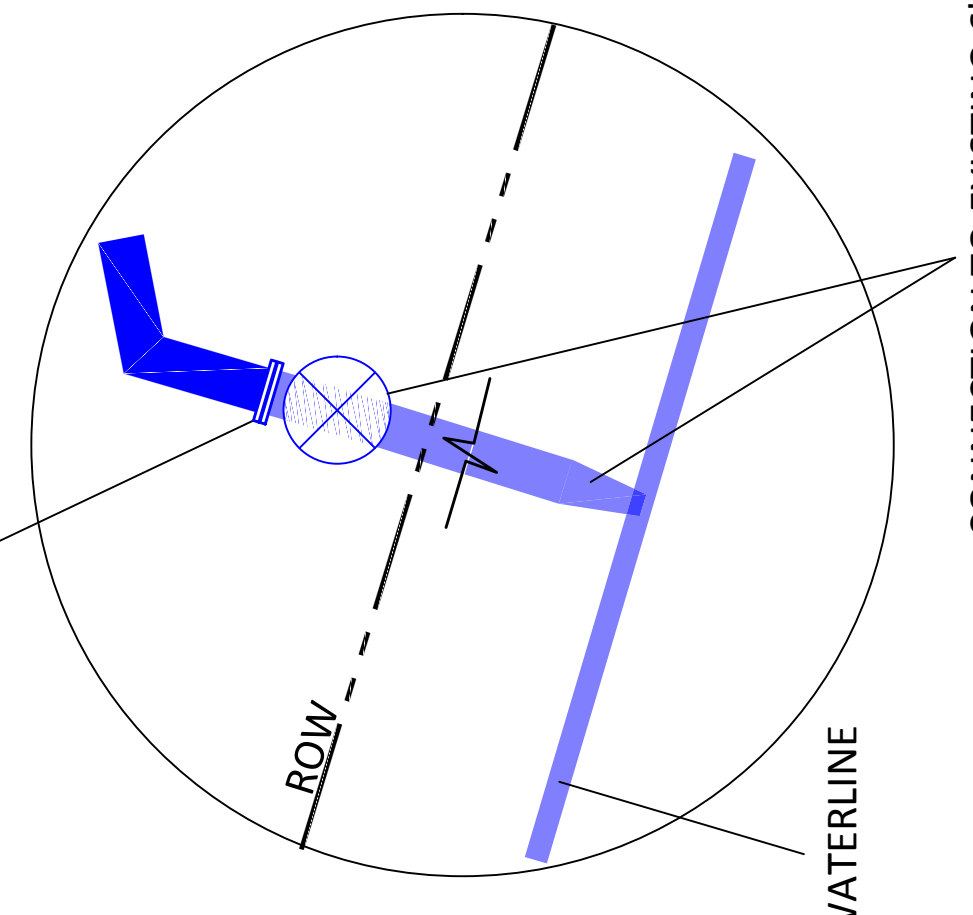
- EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. FIELD VERIFY LOCATIONS AND DEPTH OF ALL EXISTING UTILITIES. MAINTAIN 1'-0" CLEARANCE FROM EXISTING UTILITIES.
- MAINTAIN MIN 30" OF COVER DUE TO THE HIGH FREQUENCY OF UTILITY CROSSINGS, DEPTH OF COVER WILL VARY AS THE CONTRACTOR SEES FIT TO PROVIDE PROPER CLEARANCES.
- CONTRACTOR SHALL ABANDON EXISTING WATERLINES AFTER NEW WATERLINE IS IN SERVICE, BY REMOVING PORTION OF CONFLICTING WATER LINE PIPE AND PLUG ANY REMAINING PIPELINE END WITH A MINIMUM 1' LONG CONCRETE PLUG OR MECHANICAL PLUG.
- PROCEED CAUTIOUSLY WHEN CROSSING SANITARY SEWER LATERALS. AVOID EXPOSING THE SANITARY SEWER SO THAT THE EXISTING SOIL SUPPORT AROUND THE PIPE IS MAINTAINED. IF DISTURBED, HAND COMPACT AROUND THE BASE, HAUNCHES, AND ABOVE THE PIPE SO THE PIPE WILL NOT SETTLE IN THE FUTURE. ENSURE THAT THE INSTALLATION AND COMPACTION FOR THE 10" MAIN DOES NOT CAUSE COMPRESSION OR MOVEMENT IN THE SANITARY SEWER LATERAL.
- CONTRACTOR SHALL COORDINATE EXCAVATION ACTIVITIES WITH PACIFIC POWER AND LIGHT (PP&L) WHEN EXCAVATING WITHIN PROXIMITY OF UTILITY POLE FOUNDATIONS. CONTRACTOR SHALL PROVIDE PP&L SUFFICIENT NOTICE TO PROVIDE TEMPORARY POLE ANCHORING IF NECESSARY AS NOT TO DELAY CONTRACTOR'S EXCAVATION ACTIVITIES.
- USE CDF FOR BACKFILL FROM 0+15 TO 0+50 AND FROM STATION 10+40 TO 11+18.
- CRYSTAL SPRINGS WATER DISTRICT RESPONSIBLE FOR THE CONNECTION OF THE PROPOSED WATERLINE INTO THE EXISTING WATERLINE WITH A 10" Ø BUTTERFLY VALVE.
- CONTRACTOR SHALL EXPOSED EXISTING SANITARY PIPE TO THE SEWER PIPE JOINTS ON BOTH SIDES OF THE CROSSING AND INSPECT EXISTING SANITARY SEWER PIPE (SEE NOTE 8 ON SHEET C7).

GENERAL NOTES:

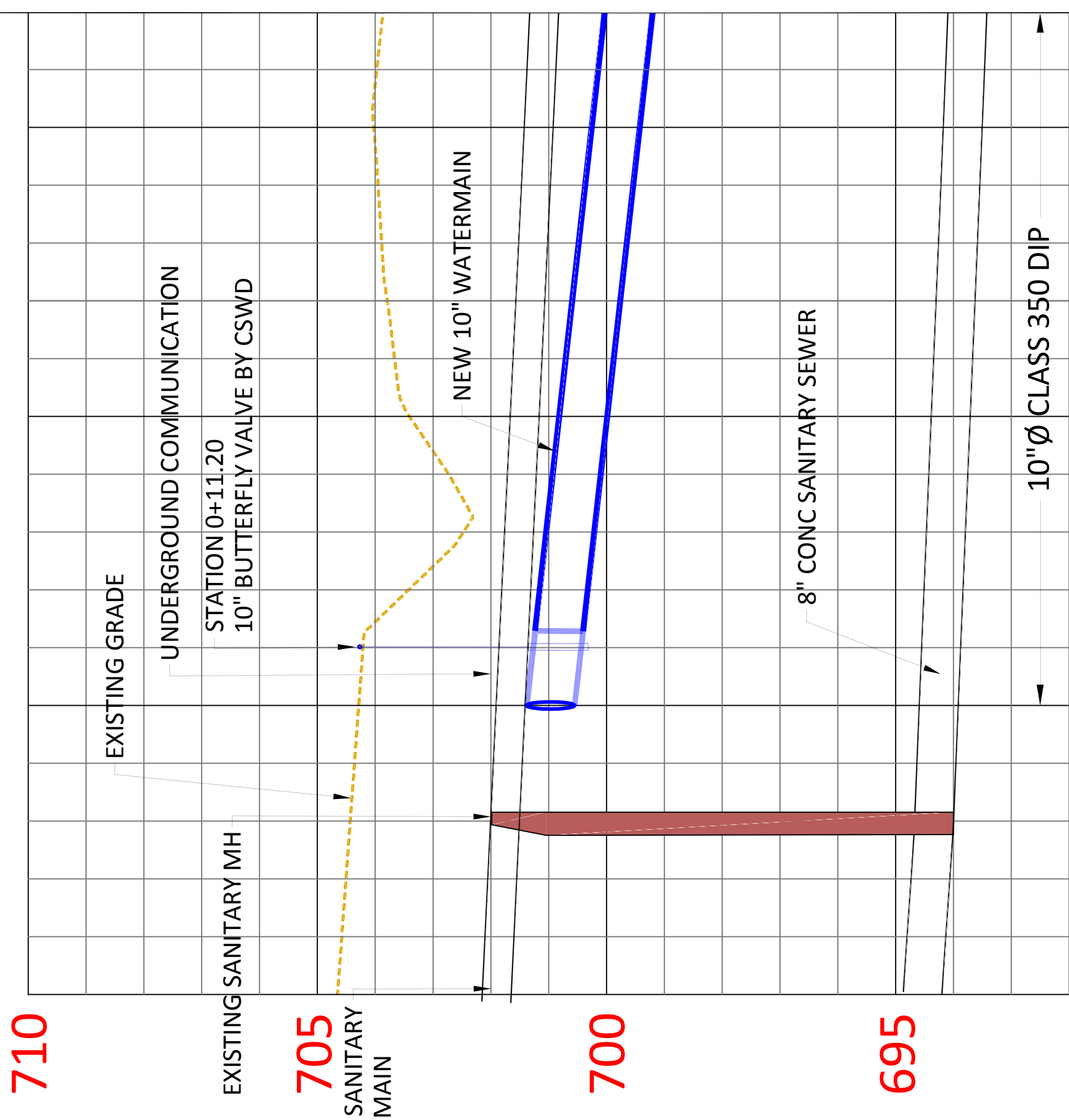
- CRYSTAL SPRINGS WATER DISTRICT RESPONSIBLE FOR THE INSTALLATION OF WATER SERVICES ALONG THE PROPOSED 10" D.I. WATERLINE. CONTRACTOR TO COORDINATE WITH THE DISTRICT.
- INSTALL TRUST BLOCK AND MAGALUG-TYPE RESTRAINTS IN ALL FITTINGS AND PIPE

**CONNECTION
DETAIL "A"**

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



CONNECTION TO EXISTING 6" Ø DI WATER LINE AND INSTALLATION OF 10" Ø BUTTERFLY VALVE PERFORM BY CSWD



0+00 0+50 1+00

PROFILE

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

DATE: 11/04/2017

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

STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ELL, OREGON 97031
 RT OF HOOD RIVER

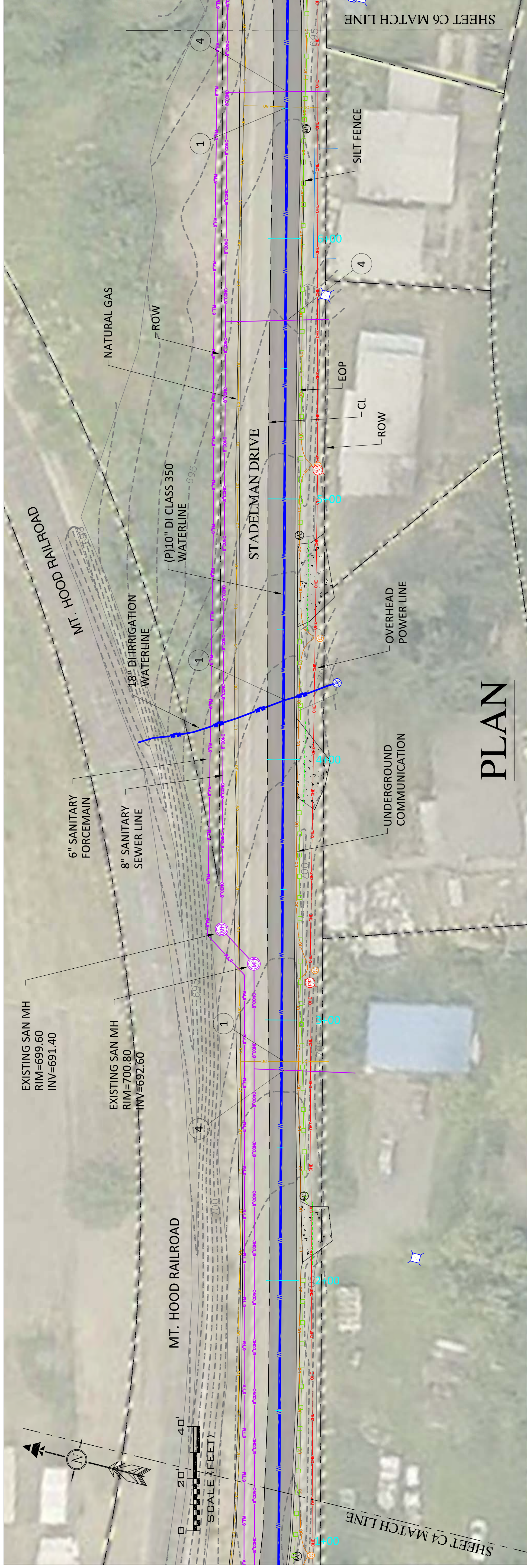
PLAN & PROFILE 2

DATE: 11/04/2017

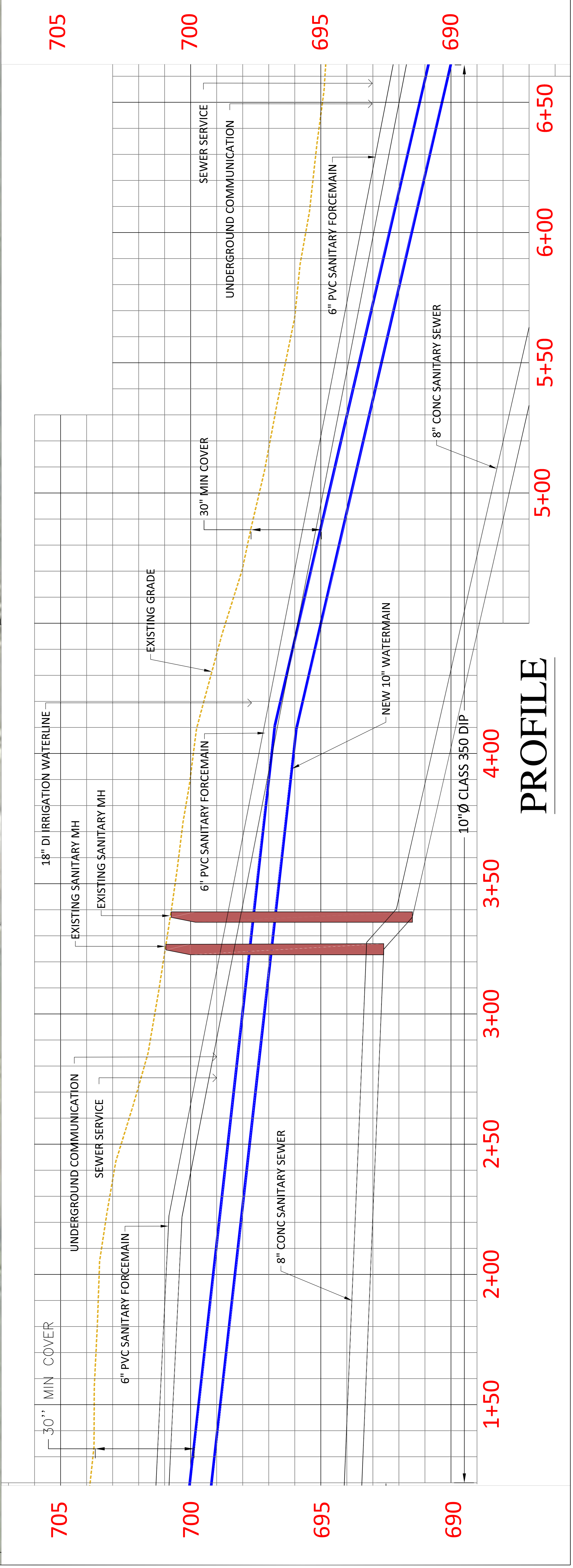
REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
1	11/04/17	WATERLINE CONNECTION			
2	11/04/17	OAR 333-061-0050(9)(C)(B)			

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

2017-127



PLAN



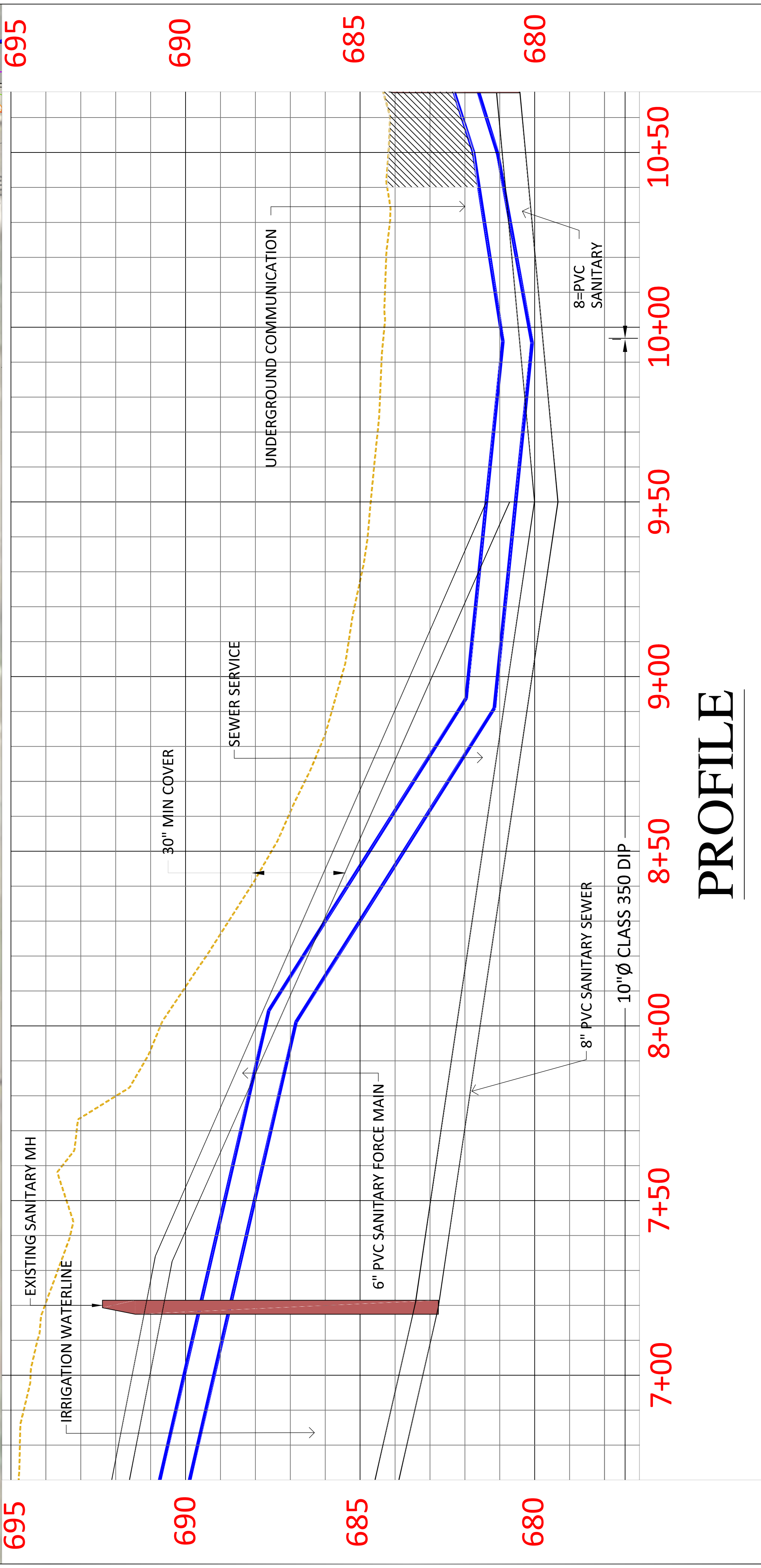
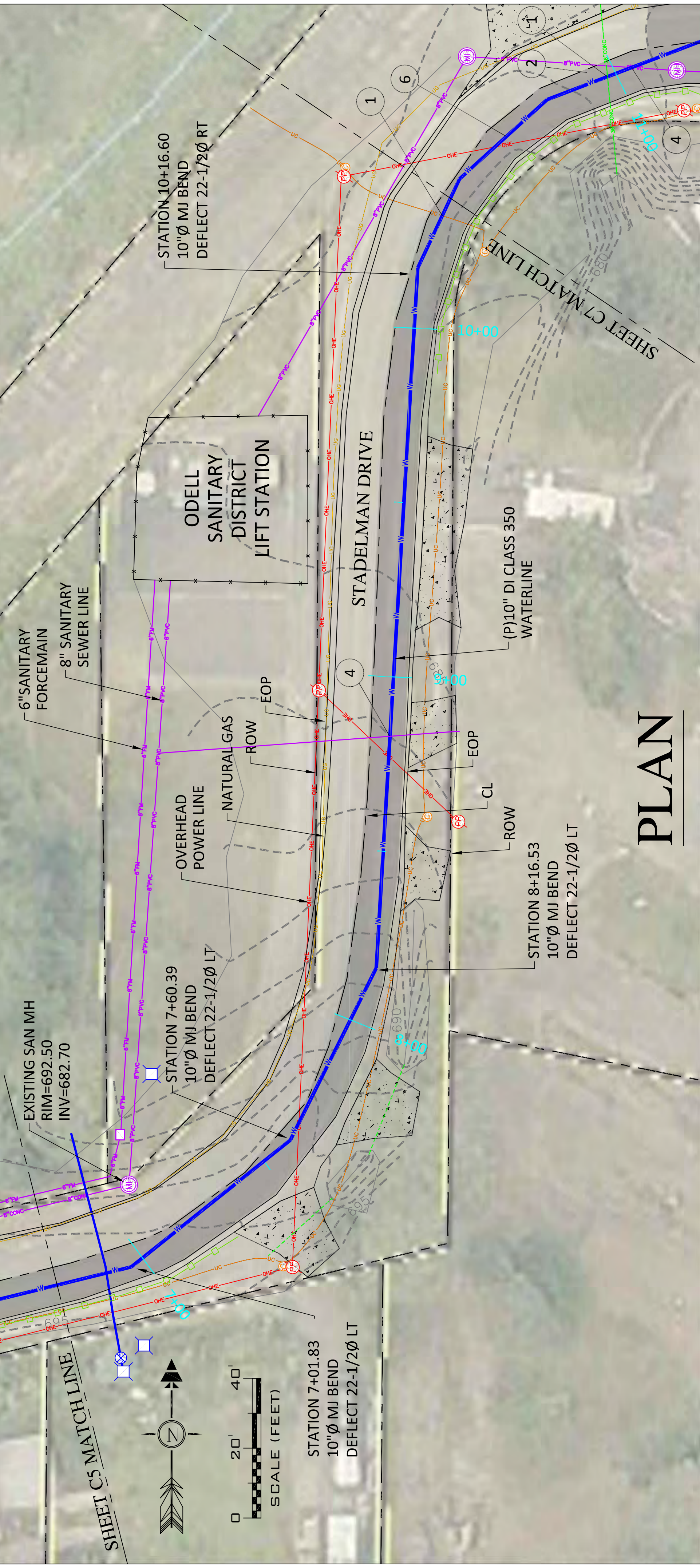
PROFILE

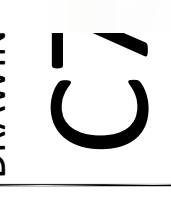
STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ELL, OREGON 97031
 RT OF HOOD RIVER
PLAN & PROFILE 3

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





DRAWN

STADELMAN DRIVE WATERLINE EXTENSION
 STADELMAN DRIVE
 ELL, OREGON 97031
 RT OF HOOD RIVER

PLAN & PROFILE 4

DATE: 11/04/2017

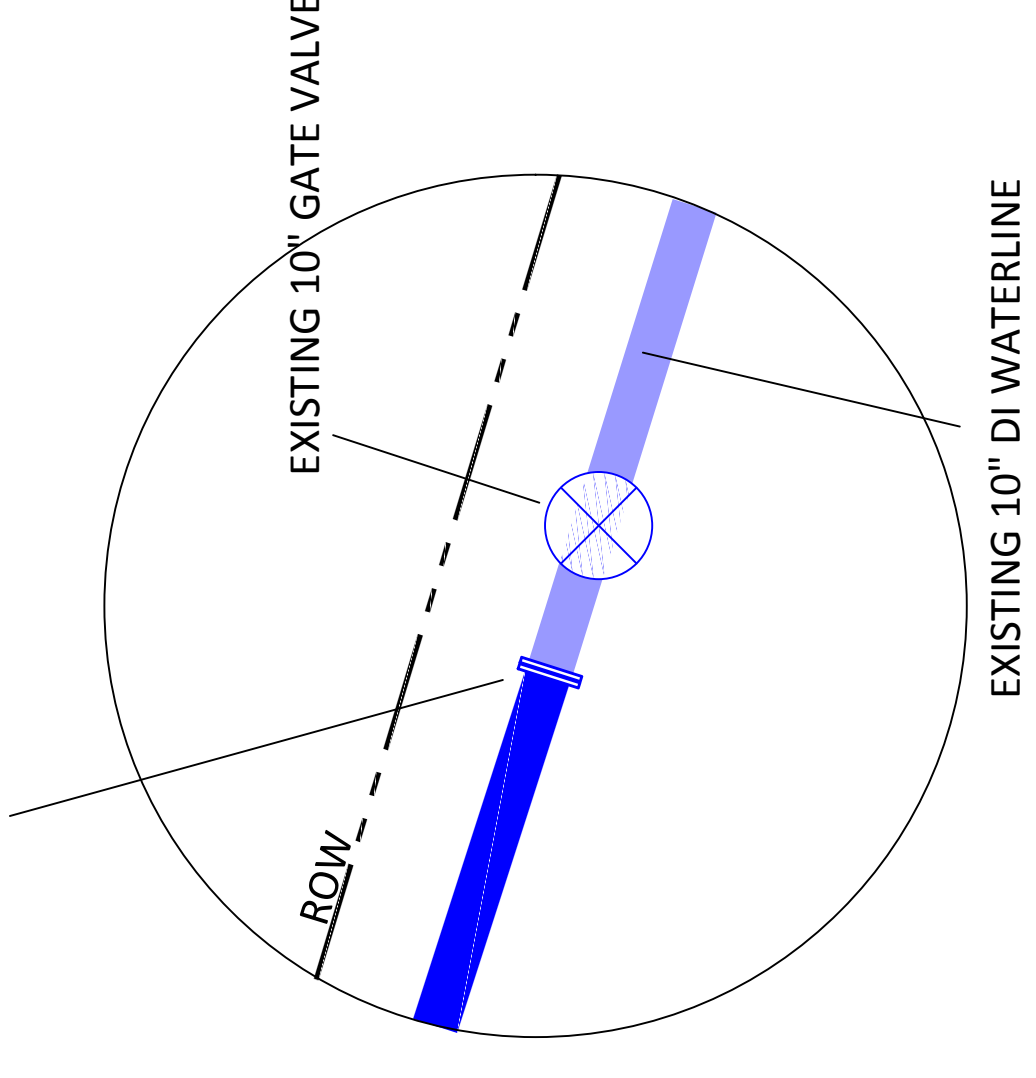
REV	DATE	REVISION DESCRIPTION	DES	DRN	APP
1	11/04/17	WATERLINE CONNECTION	-	-	-
2	11/04/17	OAR 333-061-0050(9)(C)(B)	-	-	-

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

2017-127

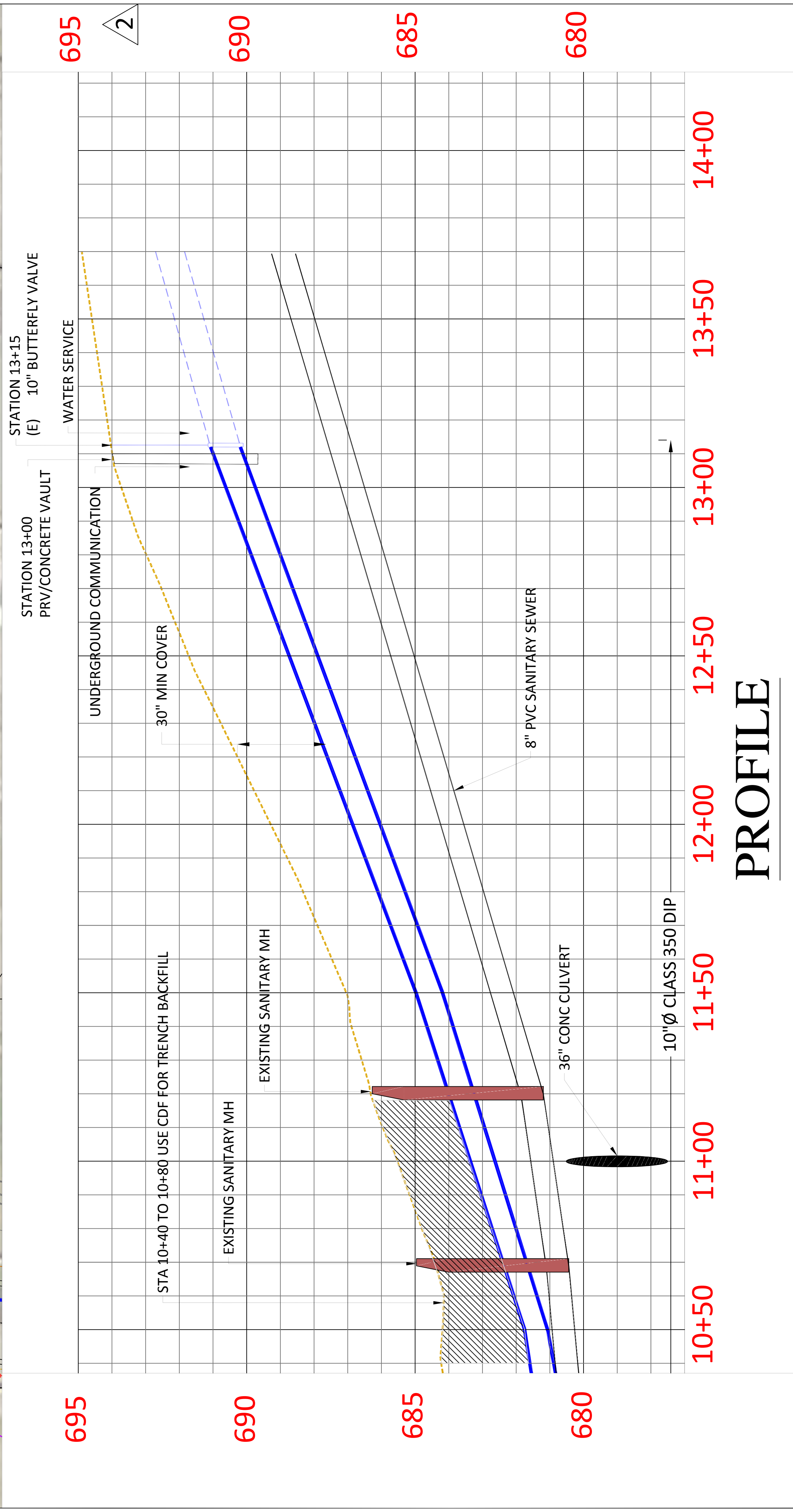
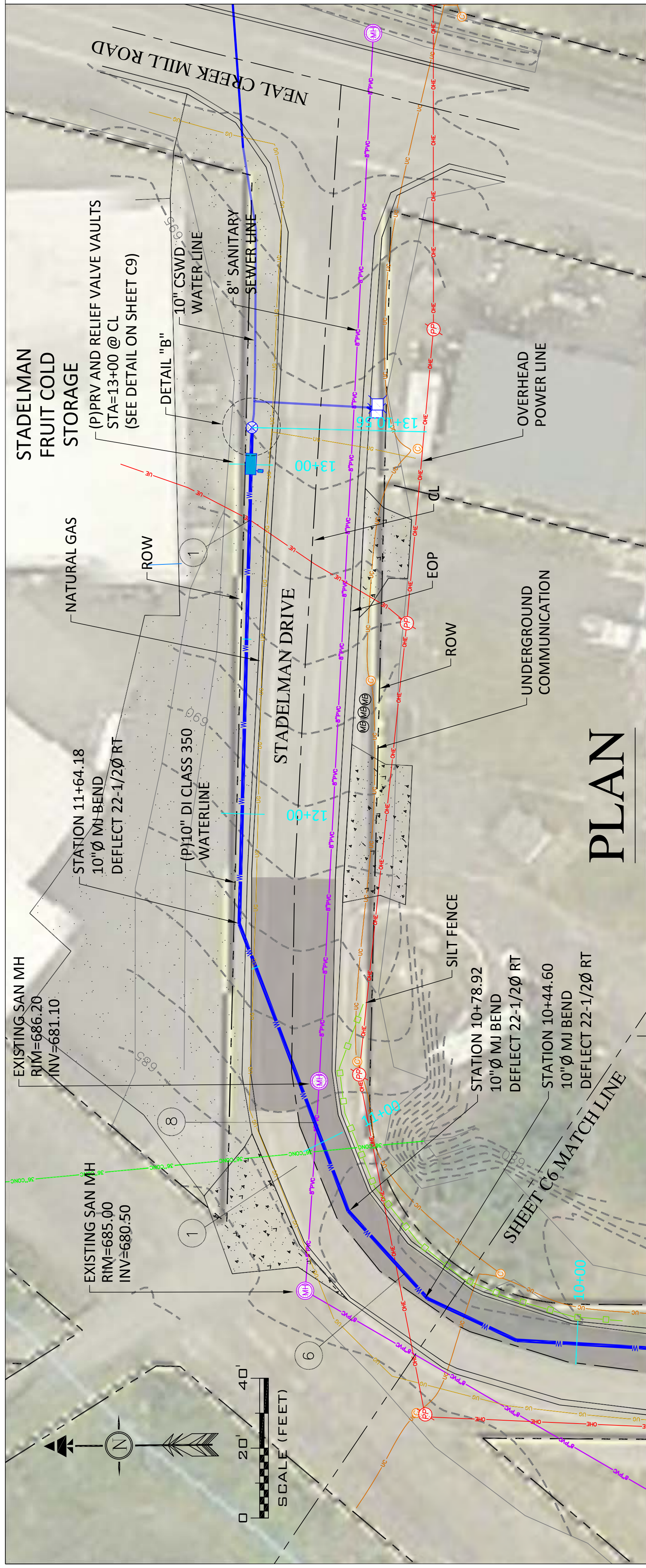
**CONNECTION
 DETAIL "B"**

CONNECT PROPOSED 10" DI WATERLINE INTO EXISTING 10" DI WATERLINE 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).



PROFILE

Reply Reply All Forward

Tue 11/28/2017 2:15 PM

TF

Tom Ferrell <TomF@paceengrs.com>

RE: Plans

To: Anne Medienbach; 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.

151

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.

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.