

PORT OF HOOD RIVER COMMISSION
Tuesday, April 18, 2017
Marina Center Boardroom
5:00 P.M.

Regular Session Agenda

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30 minute limit)
 3. Consent Agenda
 - a. Approve Minutes of April 4, 2017 Regular Session (*Genevieve Scholl – Page 3*)
 - b. Approve Accounts Payable to Jaques Sharp in the Amount of \$13,528 and to Jordan Ramis P.C. in the Amount of \$9,687 (*Fred Kowell – Page 7*)
 4. Reports, Presentations and Discussion Items
 - a. Crystal Springs Water District Update (*Anne Medenbach – Page 15*)
 5. Director's Report
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Authorize Contract with Crestline Construction, LLC for Pedestrian/Bicycle Trail Improvements Not to Exceed \$19,900 (*Stu Watson – Page 17*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
 10. Possible Action
 11. Adjourn

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

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

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*Port of Hood River Commission
 Meeting Minutes of April 4, 2017 Regular Session
 Marina Center Boardroom
 5:00 P.M.*

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

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, Stu Watson

Absent: None

Media: None

1. CALL TO ORDER: President Brian Shortt called the Regular Session meeting to order at 5:04 p.m.
a. Modifications, Additions to Agenda: Kowell requested an additional action item relating to Event Site Parking Fee rates for 2017 and distributed a memo to the Commission. This was added to the agenda as Action Item C. McElwee distributed copies of the March 23 Marina Committee minutes, to serve as the report under Reports Item A.

2. PUBLIC COMMENT: None.

3. CONSENT AGENDA:

- a. Approve Minutes of 21, 2017 Regular Session
- b. Approve Master Contract with Coffman Engineers for Engineering Services Not to Exceed \$10,000

Motion: Move to approve Consent Agenda.

Move: Duckwall

Second: Davies

Discussion: None

Vote: **Aye:** Unanimous.

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. Hood River Valley Parks and Recreation District (HRVPRD) Dog Park Development Proposal: Watson introduced Mark Hicock, HRVPRD Executive Director, who gave a slideshow presentation to provide an update to the District’s Dog Park proposal. Hicock’s presentation included drawings and graphics of the proposed park layout, fencing, parking configuration, and amenities. Hicock reported that the lease and Intergovernmental Agreement drafts are being finalized and will be ready for Commission review in the next month. He noted a needed amendment to a County “Dog-At-Large” ordinance that must occur before the park could open. He outlined next steps in the project, including finalizing details, public input, permitting, and construction. In response to questions from the Commission, Hicock and Watson noted that the parking area would be a one way loop; waterline improvements were considered by not needed; the planned play area surface will be wood chips; a contractor will install the fencing and a volunteer work party will install all the other amenities; the parking lot surface will be gravel; HRVPRD staff will collect the garbage; maximum usage is not enforced but limited parking will help to control; project budget is \$27,000; target opening date in June 2017.

b. Port Marina Center Office Space Planning: McElwee introduced Liz Olberding, Architect, who gave a slideshow presentation of a series of floorplan drawings addressing current and future needs for the Port Marina Center Office Building. Olberding noted that the various schemes were the result of extensive interviews with Port staff, prompted by the opportunities provided by the vacation of space by Gorge Innoventure. She explained that the primary concerns and goals she heard from staff were: the need to reorganize the front office for noise mitigation, customer service, security, and space; file archive storage; creation of a staff break/lunch room; changes to the “money room,” need for a secondary meeting/conference room; need for staff lockers; and the desire to address these needs in phases. After general discussion, the Commission expressed consensus to move forward with the staff’s desired plan, at staff’s desired pace.

c. Regional Electronic Tolling Collaboration: Kowell reported on the Port's new involvement with the International Bridge, Tunnel, and Turnpike Association (IBTTA), as Oregon's only electronic tolling entity. Kowell explained the group's goals in regards to national standardization of business rules and hardware specifications for transponders, and detailed the various transponder protocols now in use across the country. Kowell will be involved in support of these efforts in the coming months. McElwee noted that the group also deals with reciprocity issues across state lines, and that there is pending legislation in Oregon dealing with that issue, despite the fact that the state currently has no tolling.

d. State Legislative Update: McElwee provided a brief update to progress made on two pending bills, HB 2749 and HB 2750, both related to bridge replacement. Dan Bates, Partner, Thorn Run Associates provided a call-in report on the bills. Bates explained HB 2749 would secure \$5 million in lottery funds for completion of the Final EIS and other pre-construction tasks necessary to position the project for federal or public/private partnership (P3) opportunities. He further explained HB 2750 would enable the Port to be the public partner in a potential P3 financing scenario, by clarifying and expanding the Port's authorities; modelled on the authorities now granted to ODOT. Both bills were referred to the House Committee on Transportation Policy, chaired by Rep. Caddie McKeown. Bates reported on testimony provided March 22 by McElwee, Rep. Mark Johnson, and Senator Chuck Thomson to the committee. He reported that testimony was also provided by ODOT and the West Coast Infrastructure Exchange. HB 2750 will have a hearing in the Transportation Policy Committee April 12, then is expected to move on to Ways and Means, or at some point become part of a transportation funding package. Bates then provided some comment on the legislative session in general. McElwee requested help from Commissioners in securing letters in support of bridge replacement from stakeholders.

4. DIRECTOR'S REPORT: McElwee provided a verbal report, highlighting hiring process underway for the new Waterfront Coordinator position; Budget Hearing scheduled for noon, April 18 (Jon Davies noted he will be absent); electrical engineer inspected the GFCI breaker issue on C Dock and there is now consensus that the main line needs replaced; request to include EBikes in allowed concession offerings this summer; quotes for trail upgrades due today; Spit Road will be closed for regrading beginning April 10; vessel Topaz has returned, despite no change in policy from DSL; Crystal Springs denied all three of the Port's service applications; compensatory wetland requirements for the airport are extremely challenging; deck welding unfinished due to bad weather. McElwee reported that the Port received no comments or protests to the sole source purchase agreement with Kapsch. Medenbach provided a more detailed update to the Crystal Springs issue, requesting Commissioner outreach to Crystal Springs board members and consideration of on-site reservoir for fire suppression. Medenbach provided an update to the wetland mitigation issue and discussed new potential off-site alternatives at the John Weber Business Park and the Slough.

5. COMMISSIONER, COMMITTEE REPORTS:

a. Marina Committee: McElwee noted the Marina Committee draft minutes had been distributed to serve as a report and that the USACE permitting specialist will attend the next meeting.

b. Airport Advisory Committee: Medenbach reported the committee discussed details of the upcoming construction on the South Taxiway and staging, timing, and access related to the project. The committee also discussed the Hood River Soaring lease and concession, noting the gliders may need to be relocated during the construction.

6. ACTION ITEMS:

a. Authorize Intergovernmental Agreement with Oregon Department of Transportation for Bridge Inspection Services: McElwee explained the agreement is a 10-year, recurring agreement that provides for state inspection services of the bridge. He noted that corrective action recommended as a result of any inspection are

the Port’s responsibility, and that the state performing the federally required inspections provides a significant cost savings to the Port.

Motion: Authorize Intergovernmental Agreement with Oregon Department of Transportation for bridge inspection services.

Move: McBride

Second: Duckwall

Discussion: None

Vote: Aye: Unanimous.

MOTION CARRIED

b. Approve Concession Agreement with Hood River Soaring for Operations Concession at Ken Jernstedt Airfield: Medenbach explained the new concession agreement would enable Hood River Soaring to operate year round and increases the nonprofit’s concession fee to \$500 a year, up from \$300. She noted their gliders may need to be temporarily relocated to accommodate the South Taxiway construction.

Motion: Approve Concession Agreement with Hood River Soaring for operations concession at Ken Jernstedt Airfield.

Move: Duckwall

Second: Streich

Discussion: Davies asked whether the \$200 increase could be waived since they are a nonprofit. Medenbach replied the \$500 was a great deal and Hood River Soaring was expecting the increase. Jaques noted that he had not yet reviewed the agreement and recommended amending the motion to include legal review.

Amended Motion: Approve Concession Agreement with Hood River Soaring for operations concession at Ken Jernstedt Airfield, subject to legal counsel review.

Move: Duckwall

Second: Streich

Discussion: None.

Vote: Aye: Unanimous.

MOTION CARRIED

c. Approve Event Site Parking Fees for 2017 Season: Kowell provided historical background for the walk-on item, illustrating staff’s recommended \$1 increase for daily parking, \$10 increase for discounted season passes sold in May, and \$25 for regular season passes. He noted the increases were in line with the parking study recommendations.

Motion: Approve Event Site parking fee increases recommended by staff.

Move: Duckwall

Second: Davies

Discussion: Davies recommended that staff also consider increasing parking fees paid by concessions for employee/instructor parking. Davies and McBride also recommended relocating the kiosk to enable paid parking on Lot 1.

Vote: Aye: Unanimous.

MOTION CARRIED

8. COMMISSION CALL: Commissioner Shortt said that he was glad the Maintenance crews are planning to regrade the Spit and Hook access roads soon, noting the potholes.

9. EXECUTIVE SESSION: Regular Session was recessed at 7:29 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

10. POSSIBLE ACTION: The Commission was called back into Regular Session at 7:40 p.m.

a. Authorize Memorandum of Understanding with Neal Creek Forest Products: As a result of discussions held in Executive Session, action was taken on an MOU with Neal Creek Forest Products related to development at the Lower Mill site.

Motion: Authorize Memorandum of Understanding with Neal Creek Forest Products including a six-month exclusive first right of refusal, pending definition of “final development costs” being acceptable to staff and subject to legal review.

Move: McBride

Second: Davies, stating his potential conflict of interest as the party is a client of his private business.

Discussion: None.

Vote: Aye: Unanimous.

MOTION CARRIED

11. ADJOURN: The meeting was adjourned at 7:41 p.m.

Respectfully submitted,

Genevieve Scholl

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission



Prepared by: Fred Kowell
Date: April 18, 2017
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$13,528.00
Attorney services per attached summary	
Jordan Ramis P.C.	\$9,687.00
Attorney services per attached summary	
TOTAL ACCOUNTS PAYABLE TO APPROVE	\$23,215.00

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JAQUES SHARP

— ATTORNEYS AT LAW —

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

RECEIVED
APR 10 2017

CONSENT

BY: _____

CREDIT CARDS ACCEPTED

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

Page: 1
April 07, 2017
Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS					
JJ					
300.00	1,160.00	0.00	0.00	-300.00	\$1,160.00
ORS 777 CHANGES					
40.00	20.00	0.00	0.00	-40.00	\$20.00
ODELL PROPERTY (Robert Hanel)					
260.00	60.00	0.00	0.00	-260.00	\$60.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
0.00	40.00	0.00	0.00	0.00	\$40.00
LEASE (Peterson Construction)					
114.00	228.00	0.00	0.00	-114.00	\$228.00
PUBLIC CONTRACT RULES (Updated)					
0.00	760.00	0.00	0.00	0.00	\$760.00
DOG PARK					
0.00	20.00	0.00	0.00	0.00	\$20.00
LEASE (Cloud Cap Technology)					
840.00	320.00	0.00	0.00	-840.00	\$320.00

HOOD RIVER, PORT OF

Account No: Ap:
PC

Previous Balance	Fees	Expenses	Advances	Payments	Balance
WATER ISSUES ODELL (Crystal Springs Water District)					
20.00	240.00	0.00	0.00	-20.00	\$240.00
BRIDGE REPLACEMENT 2016 (ODOT/WDOT)					
1,220.00	620.00	0.00	0.00	-1,220.00	\$620.00
AIRPORT DEVELOPMENT (Tac-Aero)					
620.00	1,960.00	0.00	0.00	-620.00	\$1,960.00
PROPERTY SALE (Neal Creek Forest Products, LLC)					
240.00	760.00	0.00	0.00	-240.00	\$760.00
SOUTH RUNWAY PROJECT					
80.00	40.00	0.00	0.00	-80.00	\$40.00
TOLLING SYSTEM UPGRADE (Kapsch Traffic Com Corp)					
3,580.00	4,760.00	0.00	0.00	-3,580.00	\$4,760.00
ROOF ENGINEER CONTRACT (Kevin Cooley)					
40.00	0.00	0.00	0.00	-40.00	\$0.00
DIRT FILL CONSULTANT (Vista GeoEnvironmental Svcs)					
40.00	0.00	0.00	0.00	-40.00	\$0.00
WETLAND CONSULTANT (Schott & Associates, Inc.)					
60.00	20.00	0.00	0.00	-60.00	\$20.00
CONTRACT (Airport Hanger Door)					
40.00	0.00	0.00	0.00	-40.00	\$0.00
BIG 7 LEASE / SPACE LICENSES (Forge PDX, LLC)					
0.00	60.00	0.00	0.00	0.00	\$60.00
WSDOT BRIDGE SIGNS AGREEMENT (WSDOT)					
0.00	60.00	0.00	0.00	0.00	\$60.00
TRESPASS ON PUBLIC PROPERTY					
0.00	920.00	0.00	0.00	0.00	\$920.00
BRIDGE TRUSS PROJECT					
0.00	1,340.00	0.00	0.00	0.00	\$1,340.00
2016 BRIDGE INSPECTION IGA (ODOT)					
0.00	140.00	0.00	0.00	0.00	\$140.00
<u>7,494.00</u>	<u>13,528.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-7,494.00</u>	<u>\$13,528.00</u>

JAQUES SHARP

— ATTORNEYS AT LAW —

B. GIL SHARP, PC
JERRY J. JAQUES, PC
JAY F. SHERRERD °
MICHAEL B. FITZSIMONS, PC °
LESLEY APPLE HASKELL, PC °
GARRETT R. SHARP °

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HOODRIVERLAW.COM
° Also licensed in Washington

March 29, 2017

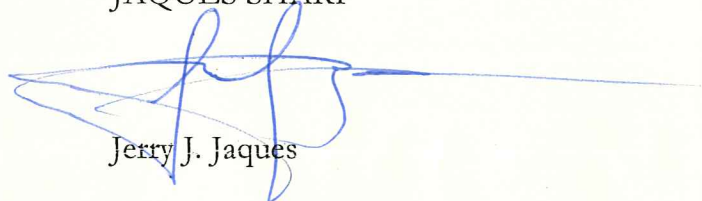
Melissa Child
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

Re: Airport Development Legal Services Statement

Enclosed for payment to Jordan Ramis P.C. is a statement for legal services provided by Jordan Ramis P.C., Attorneys at Law in the amount of \$9,687.00, for services from 2/21/2017 through 3/15/2017.

Very truly yours,

JAQUES SHARP

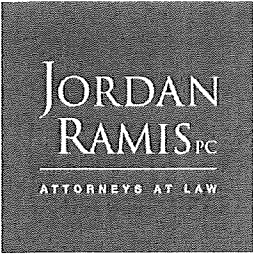


Jerry J. Jaques

JJ:sr
Enclosures

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BY: _____

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INVOICE

Jaques Sharp Attorneys at Law
Jerry J. Jaques
PO Box 457
Hood River OR 97031

Account No: 45840-75389
Statement Date: March 23, 2017
Attorney: TVR
Invoice No: 131340

RE: Port of Hood River / Airport Development

For legal services through 3/15/2017

Table with 5 columns: Date, Professional Services Provided, Staff, Hours, Fee. Rows include dates from 02/21/2017 to 03/15/2017 with descriptions of services and associated costs. Sub-total Fees: \$9,687.00

Rate Summary

Table with 3 columns: Name, Rate/Hours, Total. Rows for Angela Johnson (6.20 hours at \$210.00/hr = 1,302.00) and Dan Olsen (25.80 hours at \$325.00/hr = 8,385.00). Total hours: 32.00

2 Centerpointe Dr 6th Fl Lake Oswego OR 97035 Phone: 503.598.7070 Fax: 503.598.7373 Toll Free: Federal Tax I.D. 93-0609274

Balance due upon receipt. Late charges will be assessed on past due accounts.

Payments

03/13/2017	Ck # 44477		5,477.10
		Sub-total Payments:	<u>\$5,477.10</u>
		Total Current Billing:	\$9,687.00
		Previous Balance Due:	\$5,477.10
		Total Payments:	<u>(\$5,477.10)</u>
		Total Now Due:	\$9,687.00



Prepared by: Anne Medenbach
Date: April 18, 2017
Re: Crystal Springs Water District (CSWD)

Since the April 2nd Commission meeting, staff has been working toward a solution regarding the fire flow issue at the Lower Mill. The following items comprise the staff update report:

1. Staff met with CSWD staff and engineers on April 4. Staff clearly stated that the Port would like to complete the off-site project but, due to difficult negotiations, is also looking into on-site water detention for a private fire suppression system.
2. Staff has engaged Coffman Engineers, specialists in fire suppression, to assist with the negotiations and to clarify the options and related costs. Coffman will prepare a packet of information, including evaluation and cost of each potential solution, and recommendations for providing Wy'East Fire District and CSWD the clarification and support they need to move forward with the off-site project.
3. Staff has evaluated the “clean agent” system in lieu of water. This system is typically used for highly valuable or volatile storage, i.e., servers. The cost is nearly ten times a standard water suppression system and typically needs to be installed jointly with a water-fed system.
4. A meeting is tentatively scheduled with the both board presidents and staff for the 17th of April. There will be an update on the 18th.

RECOMMENDATION: Informational.

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Prepared by: Stu Watson
 Date: April 18, 2017
 Re: Contract for Bridge Trail project

For several years, Port staff has wanted to improve the waterfront trail where it passes north of the Port offices and beneath the Hood River Bridge. Late last year, we began working with consulting engineer Stu Cato to design improvements that would widen the trail and flatten the curve on the east side of the bridge abutment slope.

Design specifies widening the trail from 5 feet to 8 feet, pushing back the rock slope and stabilizing it with a retaining wall constructed with 4,320-pound, interlocking Ultrablock. Existing trail asphalt will be removed and replaced. All work will be completed by June 1. We have contacted Chuck Hinman at the Best Western Hood River Inn about our project, with the thought that a similar project on that property may benefit from using whichever contractor the Port chose.

Project specs were submitted to five local contractors the week of March 23, an on-site walk-through was held with facilities manager John Mann on March 30. That led to four follow-up questions, answers to which were sent twice to contractors – the last on April 6. Three bids were received by end of day deadline April 7. The bids were as follows:

Crestline Construction LLC	\$19,900
Artistic Excavation	\$36,811.50
Beam Excavating	\$27,500

RECOMMENDATION: Approve contract with Crestline Construction for trail improvements not to exceed \$19,900, subject to legal review.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between

PORT OF HOOD RIVER, OREGON

and

CRESTLINE CONSTRUCTION COMPANY LLC**THIS CONTRACT SHALL BE BINDING ON THE PORT
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and (“Contractor”). The parties agree as follows:

Project Title: Trail Widening, Retaining Wall at Hood River Bridge

Purpose: To improve safety for cyclists and pedestrians by flattening trail curve and widening trail section to conform to trail width in other sections along Port waterfront.

CONTRACTOR DATA

Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

Full Business Name: Crestline Construction Company LLC

Contact Person: Erik Kerr

Address: 3600 Crates Way suite 100

City, State, ZIP: The Dalles, OR 97058

Business Telephone: 541-506-4000

Fax: (541) 506 – 4001

Email: erik@crestlineconstruction.com

Oregon CCB License Number: 101573

*All information in this contract is subject to public records law.

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: April 18, 2017
 - b. Anticipated Final Completion Date: on or before June 1, 2017
 - c. “Work Time In Calendar Days”: 45 days
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor’s complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Quotation
 - Exhibit G – Contractor’s Response to Quotation
 - Exhibit H – W-9 Taxpayer Identification Number and Certification

Exhibit I – ORS Chapter 279C Standard Terms for Public Works
 Exhibit J – ORS Chapter 279B Standard Terms
 Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port . Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port . This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port .
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port . When requested by Port , Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port , after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port .
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Mutual: Port and Contractor may terminate this Contract at any time by written agreement.
 - b. Port ’s Sole Discretion: Port in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Contractor Licensing, etc.: Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. Payment on Early Termination. Upon termination pursuant to Section 10, “Early Termination,” Port shall pay Contractor as follows:
 1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
 2. If Contractor terminates this Contract under Section 10(c) due to Port ’s breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor’s breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.

- b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
- c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
- a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived

disability; or military service in programs, activities, services, benefits, or employment in connection with this cor
The parties further agree not to discriminate in their employment or personnel policies.

- 21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR:

Contractor's Signature

Erik Kerr

Contractor's Printed Name

Contractor's Title

April 18, 2017

Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D. Exhibit C signed with bid submission.

PORT OF HOOD RIVER, OREGON SIGNATURE

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

Micheal McElwee, Executive Director

Date

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON**

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Location: Waterfront Path at Hood River Bridge south abutment.

- 1. Close and sign trail approaches on west and east during construction, in coordination with Port and Best Western Hood River Inn.**
- 2. Per survey base plan, widen waterfront trail to 8-foot width from designated point west of the Hood River Bridge, beneath bridge, and to terminus at property line of Best Western Hood River Inn.**
- 3. Stage equipment and excavated material, granular backfill on Port property just east of maintenance yard and west of bridge abutment.**
- 4. Excavate bridge abutment slope per plan specs and install retaining wall using specified interlocking, Ultrablock with quarystone finish or similar product. Substitute choice submitted with bid.**
- 5. Attend to such other considerations identified in Construction Notes and Miscellaneous Specifications attached herein.**
- 6. Complete project in 45 days**

CONTRACT WAGE RATES:

- This project is not subject to prevailing wages**
- State of Oregon Bureau of Labor and Industries (BOLI) prevailing wages**
- Federal Davis-Bacon Act (DBA) prevailing wages**

QUOTE AMOUNT, INCLUDING EXPENSES, IS: \$ 19,900 _____

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Stu Watson (or other)
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

swatson@portofhoodriver.com

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Contractor Name: Crestline Construction Co. LLC

Mailing Address: 3600 Crates Way Suite 100
The Dalles, OR 97058
erik@crestlineconstruction.com

Email/website _____

Phone: 541-506-4000

Plan & Section of Hood River Waterfront Plan at Bridge
 Date: 12/17/17
 Project: 0164130 - Waterfront Plan

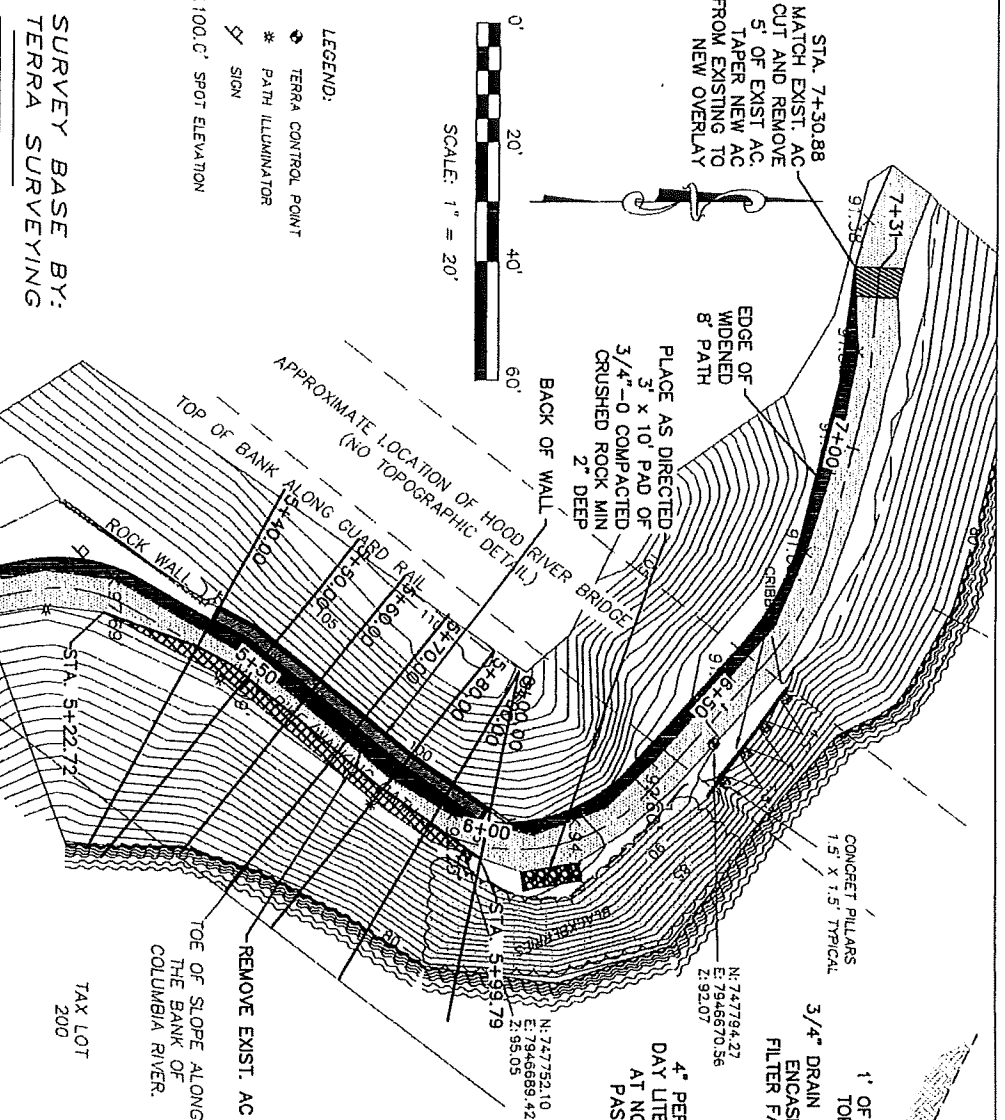
**SURVEY BASE BY:
 TERRA SURVEYING**

DATE: NOVEMBER, 2015
 SCALE: 1" = 20'
 PROJECT: 161617090
 ASSESSORS MAP: 3N-11E-30B
 HOOVER MAP: 97031
 P.O. BOX 617
 HOOD RIVER, OREGON 97031
 PHONE: (541) 386-4531
 E-Mail: terra@terra.net
 www.terradnsurveying.com

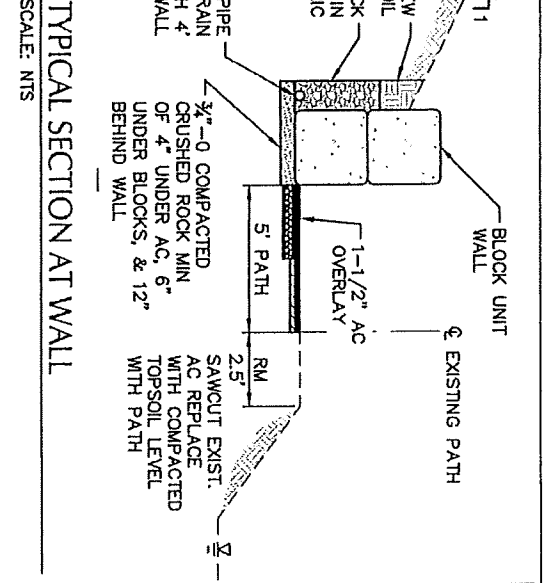
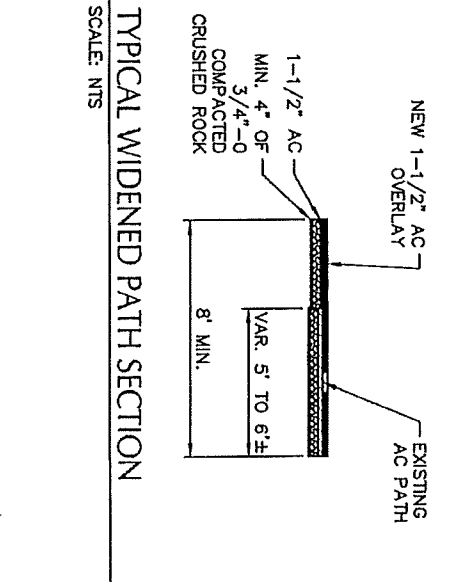
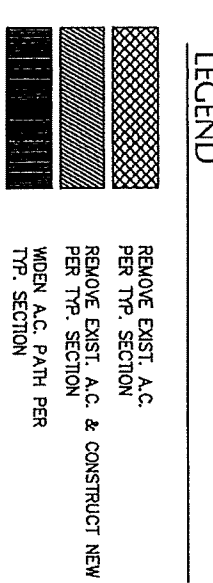
WEST BOUNDARY OF
 THE MARKET PLACE,
 (TAX LOT 200)

STA. 4+484.06
 MATCH EXIST. AC
 CUT AND REMOVE
 5' OF EXIST. AC.
 TAPER NEW AC
 FROM EXISTING TO
 NEW OVERLAY

STA. 7+30.88
 MATCH EXIST. AC
 CUT AND REMOVE
 5' OF EXIST. AC.
 TAPER NEW AC
 FROM EXISTING TO
 NEW OVERLAY



- LEGEND:**
- TERRA CONTROL POINT
 - * PATH ILLUMINATOR
 - ⚡ SIGN
 - X 100.0' SPOT ELEVATION



NO.	DATE	REVISION	BY

PORT OF HOOD RIVER
**Waterfront Plan At Bridge
 Plan**



DESIGNED BY: S.C. DATE: 11/17/15
 DRAWN BY: S.C. DATE: 11/17/15
 REVIEWED BY: S.C. DATE: 11/17/15
 PROJECT NUMBER: 0164130
 SCALE: 1" = 20'

NO.	DATE	REVISION	BY

SCLA
STUART L. CATO
 CONSULTING CIVIL ENGINEER
 605 NW BATHURST LANE
 SEASIDE, OREGON 97138
 503-261-7700/7714

Commission Memo



Prepared by: Anne Medenbach
Date: April 18, 2017
Hood River Painting, LLC

Hood River Painting, LLC was the only company to provide a quote for the exterior painting of the "Chamber building" and the FBO building owned by the Port. The budget for the painting of the Chamber building was \$16,108. The budget for the FBO painting was \$5,000.

HR Paintings quotes are as follows and includes all prep, labor and materials:

Chamber, 700 E. Port Marina Drive \$13,000

FBO, 3608 Airport Drive \$4,500

HR Painting can get these jobs done within the next 2-3 months.

RECOMMENDATION: Approve contract with Hood River Painting LLC for painting 700 E. Port Marina Drive and 3608 Airport drive in an amount not to exceed \$17,500.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between

PORT OF HOOD RIVER, OREGON

and

Hood River Painting LLC

**THIS CONTRACT SHALL BE BINDING ON THE PORT
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and (“Contractor”). The parties agree as follows:

Project Title: Painting of the exteriors of 700 East Port Marina Drive and 3608 Airport Drive

Purpose: To improve the look and longevity of the exterior skins of the two buildings.

CONTRACTOR DATA

Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

Full Business Name: Hood River Painting LLC

Contact Person: Aaron Hansen

Address: 156 Lincoln Street

City, State, ZIP: White Salmon, WA, 98672

Business Telephone: (541) 806-4054

Fax:

Email: hrpainting.alh1@gmail.com

Oregon CCB License Number: 179291

***All information in this contract is subject to public records law.**

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: June 1, 2017
 - b. Anticipated Final Completion Date: August 15, 2017
 - c. “Work Time In Calendar Days”: NA
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Quotation
 - Exhibit G – Contractor’s Response to Quotation
 - Exhibit H – W-9 Taxpayer Identification Number and Certification
 - Exhibit I – ORS Chapter 279C Standard Terms for Public Works

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port . Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port . This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port .
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port . When requested by Port , Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port , after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port .
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. **Mutual:** Port and Contractor may terminate this Contract at any time by written agreement.
 - b. **Port ’s Sole Discretion:** Port in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
 - c. **Breach:** Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. **Contractor Licensing, etc.:** Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. **Payment on Early Termination.** Upon termination pursuant to Section 10, “Early Termination,” Port shall pay Contractor as follows:
 1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
 2. If Contractor terminates this Contract under Section 10(c) due to Port ’s breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor’s breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
 - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to

- any other equitable and legal remedies that are available.
- c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
- a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract.

The parties further agree not to discriminate in their employment or personnel policies.

21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

PORT OF HOOD RIVER, OREGON SIGNATURE

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

Micheal McElwee, Executive Director

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Contractor shall complete the following tasks for both the building located at 700 E. Port Marina Drive and 3608 Airport Drive:

- 1. Pressure wash and clean the area to be painted (Entire exterior)
- 2. Scrape failing areas
- 3. Re-caulk and/or re-prime where needed
- 4. Mask and protect surface not to receive paint or stain
- 5. Provide paint or stain that is high quality and long lasting

CONTRACT WAGE RATES:

- This project is not subject to prevailing wages
- State of Oregon Bureau of Labor and Industries (BOLI) prevailing wages
- Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$17,500

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Anne Medenbach
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Hood River Painting LLC
156 Lincoln Street
White Salmon, WA 98672

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON**

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:
 \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by Port Not required by Port

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

WORKERS' COMPENSATION EXEMPTION CERTIFICATE

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

***NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

****NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE REQUIREMENTS.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

STANDARD ORS CHAPTER 279C PUBLIC WORKS
CONTRACT TERMS

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at www.oregon.gov/boli). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at www.oregon.gov/boli. The applicable federal prevailing wage rates can be found online at www.wdol.gov.
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port . Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at www.oregon.gov/boli.
 - b. Notwithstanding ORS 279C.555 or 279C570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port . The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.



SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

STANDARD ORS CHAPTER 279B GOODS AND
SERVICES CONTRACT TERMS – APPLICABLE IF NOT A
PUBLIC IMPROVEMENT CONTRACT

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON**

**STANDARD ORS CHAPTER 279C PUBLIC
IMPROVEMENT CONTRACT TERMS**

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material

element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.

- b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port . Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port , interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

13 April 2017

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

Subject: Contract Agreement Amendment No. 1
Lot 1 Confluence Business Park | Preliminary Subdivision Plan Project
BergerABAM Project No. A16.0224.00

Dear Michael:

This letter provides a scope and fee for work that was completed per the Port of Hood River's (Port) request and additional tasks that were not included in the original contracted scope work for the Lot 1/Confluence Business Park preliminary subdivision plan project.

Completed work under the original contract includes the pre-application conference and a draft Confluence Business Park application, which has expended the original \$21,999 budget. BergerABAM has advised the Port of the budget status over time, and the Port has agreed to a "work ahead" strategy with the available budget to this point. As agreed, BergerABAM is submitting this contract amendment to include the additional pre-application services that have been completed (Task 1), and tasks to be completed in the future that include meetings with the Port and its surveyor, a neighborhood meeting, and City/Port Intergovernmental Agreement (IGA) review services and completion of the preliminary plat process (Tasks 2 and 3).

Terms and conditions included in the original contract with the client dated 19 April 2016 are incorporated as part of this amendment. The Port and BergerABAM hereby agree that the BergerABAM team will be compensated for the services performed as described below.

SCOPE OF WORK

Task 1: Pre-application Follow-up Process (completed)

For the base contract, BergerABAM completed the original work scope, including a pre-application memorandum and initial pre-application conference. In addition, per the request of the Port, the following out of scope tasks were completed.

- Attended one additional pre-application conference with the City of Hood River and the Oregon Department of Transportation (ODOT).

Mr. Michael McElwee
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- Addressed private versus public street concerns, and addressed these through follow-up review within the City's Transportation System Plan (TSP) and the I-84 Exit 63 and 64 Interchange Area Management Plan (IAMP).
- Participated in several follow up preliminary plat redesign meetings with the Port and the Port's surveyor.
- Drafted detailed follow-up questions to the City.
- Reviewed the Port's preliminary Intergovernmental Agreement (IGA) between the City and the Port.
- Monitored feedback from the Port and the City over the course of eight months.
- Received final pre-application direction via an email from Cindy Walbridge in January 2017.

Task 2: Neighborhood Meeting

This task was not included in the original contracted scope of work and is a new task required prior to submittal of the preliminary subdivision plat application. Preparation of the application was included in the original contract, and it has been submitted to the Port in draft form. For this new neighborhood meeting task BergerABAM will complete the following tasks:

- Work with the Port to prepare a draft and final neighbor invitation list and schedule meeting date and location.
- Prepare draft and final meeting invitation letter.
- Plan for and facilitate one 2-hour discussion between the Port and its neighbors at an informal meeting.
- Assist the Port in responding to questions.
- Tally meeting attendance and prepare draft and final summary meeting notes.
- Incorporate any Port-agreed changes into the draft application narrative, and coordinate with the Port's surveyor to update the draft prior to completing and submitting the application packet to the City, if appropriate.

Assumptions and Exclusions

- The Port will provide one round of consolidated review and comments on the invitation list, meeting invitation letter, and meeting summary.
- The Port will provide the meeting venue at the Port Offices, and will mail the invitations.

Deliverables

- Draft and final neighbor invite list
- Draft and final invitation letter
- Facilitate one 2-hour neighborhood meeting
- Draft and final meeting summary
- Attach required neighborhood meeting materials and adjust draft application narrative as required prior to submittal to the City.

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Task 3: Intergovernmental Agreement, Project Coordination, and Delivery

Completion of the Confluence Business Park preliminary subdivision plat approval requires careful coordination with the Port, the City, and its stakeholders. We are assuming the application will be submitted in June and a decision made by the City by September 2017. The City Planning director has indicated she will retire on 1 October 2017, and we recommend working to complete the preliminary plat process with her continued involvement. For this task, BergerABAM will complete the following:

- Review background information, such as the plan by Key Development
- Participate in up to 4 one-hour strategy sessions with the Port and the Port's surveyor.
- Coordinate closely with the City to consider inputs from agencies and stakeholders through the preliminary plat application process.
- Review and provide one round of written comments on the draft IGA between the City and the Port.
- Address Port comments on the draft application and deliver it to the City.
- Respond to one round of City completeness comments, and review the City's decision with the Port via teleconference.

Assumptions and Exclusions

- Task includes the assumptions from the original contract.
- The Port's attorney will draft and deliver the IGA.
- Per discussions with the Port, original budget expended for additional pre-application tasks now complete (Task 1) will be applied to completion and delivery of the application (Task 3).
- The application will be submitted in June and a decision by the City made by September 2017.

Deliverables

- Regular email and telephone coordination with agencies and stakeholders
- Written comments on the draft IGA between the City and the Port
- Delivery of the application and response to one round of completeness comments by City
- Review of City's decision and any conditions of approval with the Port via a teleconference

COMPENSATION

The fee for the above work, completed on a time-and-expense basis, will not exceed \$17,846 including \$375 in expenses. This amendment increases the total budget for the project to \$39,845.

Mr. Michael McElwee
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ACCEPTANCE

If you agree with the above, please show your agreement by signing this contract in the space provided below and returning a copy to my attention. If you have any questions, please call me at 360/823-6114. Thank you.

In witness whereof, this amendment has been executed under the provisions of the referenced original contract between BergerABAM and client. By signature below, the parties agree that all the terms and conditions of the original agreement shall be of full force and effect.

BergerABAM

PORT OF HOOD RIVER

Signature

Signature

Helen Devery

Name (Printed)

Michael McElwee

Name (Printed)

Vice President

Title

Executive Director

Title

13 April 2017

Date

Date