



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
February 6, 2018
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of January 23, 2018 Regular Session (*Jana Scoggins – Page 3*)
 4. Reports, Presentations and Discussion Items
 - a. Pacific Northwest Waterways Association – Kristin Miera & Heather Stebbings (*Michael McElwee – Page 7*)
 - b. Bridge Replacement Project Update - (*Kevin Greenwood – Page 9*)
 - a. Discussion: Administrative Rules Governing Public-Private Partnership Proposals Related to Bridge Replacement
 5. Director's Report (*Michael McElwee – Page 73*)
 6. Commissioner, Committee Reports
 - a. Airport Advisory Committee, January 25 (Everitt)
 7. Action Items
 - a. Approve Contract with Gorge Electric for On-Call Services Related to Bridge Electric Systems Not to Exceed \$20,000 and Payment of Jones Act Insurance Premium in the Amount of \$2,887.58 (*John Mann – Page 89*)
 - b. Approve Task Order 5 with Century West Engineering for Engineering Services at the Ken Jernstedt Airfield Not to Exceed \$208,080.04 (*Anne Medenbach – Page 99*)
 - c. Approve Contract with EcoNorthwest for Real Estate Consulting Services Not to Exceed \$16,000 (*Anne Medenbach – Page 113*)
 - d. Approve Amendment No. 2 to Contract with Summersett Civil Engineering, LLC Not to Exceed \$9,000 (*Michael McElwee – Page 123*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation
 10. Possible Action
 11. Adjourn

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

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

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*Port of Hood River Commission
Meeting Minutes of January 23, 2018 Regular Session
Marina Center Boardroom
5:00 p.m.*

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

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

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

Absent: None

Media: None

1. CALL TO ORDER: President Streich called the meeting to order at 5:02 p.m.

a. Modifications, Additions to Agenda. Consent agenda item (b) was moved to the Executive Session under ORS 192.660(2)(e), Real Estate Negotiations. Meeting Minutes from January 9, 2018 had been modified. Corrections involved Commissioner Shortt moving to adjourn the January 9 meeting, not Commissioner Meriwether. After legal counsel review, the corrected meeting minutes were presented for approval during the January 23 meeting.

2. PUBLIC COMMENT: None

3. CONSENT AGENDA:

- a. Approve Minutes of January 9, 2018 Regular Session and January 18, 2018 Bridge Replacement Procurement Options Work Session.
- b. (Moved to Executive Session)
- c. Approve Addendum No. 3 to Hangar Lease with Cloud Cap Technology, Inc.
- d. Approve Accounts Payable to Jaques Sharp in the Amount of \$6,700.

Motion: Move to approve Consent Agenda.

Move: Meriwether

Second: Everitt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. Lift Span Evaluation Report, Paul Bandlow, Stafford Bandlow Engineers: Michael McElwee, Executive Director, introduced Paul Bandlow, P.E., Ralph Giernacky, P.E., Gareth Rees, P.E. from Stafford Bandlow Engineering, Inc. Stafford Bandlow Engineers (SBE) carried out additional inspections and testing of the bridge lift span, primary reducers, and conducted strain gage testing. Giernacky reported that previous inspection recordings indicated substantial oscillations in the span drive machinery load. With the continued upkeep performed by SBE and Port’s maintenance personnel to remove corrosion and lubricate rack pinion and trunnion bearings, these efforts have greatly reduced the oscillating loads. Stafford Bandlow Engineers also provided future maintenance recommendations based on the findings of these inspections. As an example, recommendations included the replacement of rack pinion shafts and associated keys, as well as performing a biennial mechanical and electrical inspections of the machinery components. Giernacky and Rees concluded that with the continued maintenance and regular inspections, the Hood River/White Salmon Interstate Bridge is in good condition based on its age.

b. Fiscal Year 2016-2017 Audit Report: Fred Kowell, Chief Financial Officer, introduced Tara Kamp, CPA from Pauly, Rogers and Co., whose team have audited the basic financial statements of the governmental activities, the business-type activities, and each major fund of the Port of Hood River for the fiscal year ended June 30, 2017. Kamp reported that the audit included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, obtaining an understanding of the Port and its environment,

including internal controls and minimization of material misstatement risks. Kamp noted that the financial statements are free from material misstatements and there is no non-compliance with legislation. Kamp presented and led the review of the Communication to the Governing Body letter.

c. Administrative Rules Governing Private Partnership Proposals Related to Bridge Replacement: Kevin Greenwood, Bridge Replacement Project Director, invited Steve Siegel to present a draft of the Administrative Rules governing public-private partnerships related to bridge replacement. Siegel reviewed the purpose and intent of these rules which included Port’s general authority to solicit proposals, accept unsolicited and competed proposals, and enter into a public-private partnership for a bridge project. These Administrative Rules provide in-depth guidelines for potential proposers as well as the Port of Hood River. The Commission was requested to provide any comments or changes by January 31, 2018.

d. Bridge Replacement Project Update: Kevin Greenwood provided a brief overview of Bridge Replacement Project activities. Greenwood reported that contracts with OTAK, SWRTC, and ODOT have been fully executed. Greenwood also participated in several conference calls with Steve Siegel regarding preparation of final draft of Administrative Rules and prepared a contract amendment for continuation of services provided by Siegel Consulting. Greenwood and Brad Boswell, Port’s Olympia-based government affairs lobbyist, discussed Washington State challenges with regards to the Bridge Replacement Project.

5. EXECUTIVE DIRECTOR’S REPORT: Michael McElwee reported that new interest in BreezeBy program has substantially increased. BreezeBy marketing efforts are well underway prior to planned increase on February 1. McElwee also noted that the next OneGorge meeting is scheduled for Wednesday, January 24, and Oregon Representatives Jeff Helfrich and Daniel Bonham will attend. Mold was observed by Port Facilities staff in the Halyard Building and ServPro will remediate the situation.

6. COMMISSIONER, COMMITTEE REPORT: Steve Carlson, Waterfront Manager, reported that Marina Committee met on January 18 to discuss planned updates to the electrical systems and safety improvements in the Marina.

7. ACTION ITEMS:

a. Acknowledge Audit Letter for Fiscal Year Ending June 30, 2017. Pauly, Rogers and Co.’s auditors have completed the review of financial statements of the governmental activities, the business-type activities, and each major fund of the Port of Hood River. It was noted that Port’s financial statements are free from material misstatements and there is no non-compliance with legislation.

- Motion:** Acknowledge Audit Letter for Fiscal Year Ending June 30, 2017.
- Move:** Meriwether
- Second:** Shortt
- Discussion:** None
- Vote:** **Aye:** Unanimous

MOTION CARRIED

b. Approve Amendment No. 3 to Contract with Steve Siegel for Consulting Services Related to Bridge Replacement. Steven Siegel has provided valuable consulting assistance to the Port’s bridge replacement efforts. Amendment No.3 to the contract will finalize the Administrative 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.

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

Move: Sheppard

Second: Shortt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

c. Approve Contract with Stafford Bandlow Engineers for Bridge Skew System Upgrade Not to Exceed \$98,000. In 2016, Stafford Bandlow Engineers completed an analysis of the lift span mechanical and electrical systems. Parts of the skew system were determined to be inadequate, and Stafford Bandlow installed a temporary lift span control system that allowed operations for a few years, and it is now in need of a replacement.

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

Move: Shortt

Second: Everitt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

8. COMMISSION CALL: Commissioners appreciated the work and efforts of staff during the bridge toll increase as well as the work that was put into the Bridge Replacement Procurement Work Session on January 18.

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 7:35 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

10. POSSIBLE ACTION: The Commission was called back into Regular Session at 9:25 p.m. and proceeded to approve the extension of a ground lease for Hood Tech Corp, Aero Inc. (“HTC”) which will provide HTC with enough time to move forward with the construction of a three-bay hangar building.

Motion: Approve Amendment No. 1 to Ground Lease Option with Hood Tech Corp., Aero Inc. for development on the south side of the airport.

Move: Shortt

Second: Meriwether

Discussion: Approval subject to legal review.

Vote: **Aye:** Unanimous

MOTION CARRIED

11. ADJOURN:

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

The meeting was adjourned at 9:30 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo

Prepared by: Michael McElwee
Date: February 6, 2018
Re: Pacific Northwest Waterways
Association



The Port has been an active member of the Pacific Northwest Waterways Association (PNWA) for many years. PNWA hosts the annual Mission to Washington D.C. as well as four other regional meetings and is a lead entity in federal advocacy for issues affecting inland and coastal ports, marine freight companies, and associated industries.

Executive Director Kristin Meira and Government Relations Director Heather Stebbings will present an overview of the organization and its current activities.

RECOMMENDATION: Informational.

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Commission Memo



Prepared by: Kevin Greenwood
 Date: February 6, 2018
 Re: Bridge Replacement Update

The following update provides the Commission with an overview of Bridge Replacement Project activities from January 24 through February 6, 2018.

FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS)

- SWRTC working on the bid documents. Tentative deadline for mid-March completion.
- Continuing to work out lead agency issues. Port will be meeting with reps. from Oregon FHWA/DOT later this month.

FINANCING OPTIONS / U.S. DEPT. OF AGRICULTURE

- In the Port's continuing review of financing options, USDA Rural Development met with Fred and I to discuss a traditional financing package. USDA will be in the Gorge on the 20th and could meet with the Commission if there's interest.

PROJECT DELIVERY CONSIDERATION (P3s)

- Administrative Rules Adoption Schedule is attached for Commission review.
- Discussions with Lowell Clary on advisory role. Hope to have a personal services contract for Commission review on Feb. 20th.

COMMUNITY OUTREACH / STATE / NATIONAL ISSUES

- Committee summaries for EIS process is attached for Commission review.
- Travelled to Olympia with Genevieve and Brad Boswell, the Port's lobbyist in Olympia. We met with Reps. Johnson and McCabe and Sen. King. Main message was that the Port needs to continue educating and informing citizens about the project in Skamania and Klickitat Counties. The Port will be part of the OneGorge legislative reception at the Capitol on February 21st.
- Will be designing a web page for all documents related to the Bridge Replacement project.

DRAFT ADMINISTRATIVE RULES REVIEW NO. 1

- Attached are the first review and discussion draft reference documents. Please review the comments received from the Commission to date, shown in the first document both as general comments received and comments listed by section. A highlighted copy of the Draft Rules is provided for discussion.

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PPP RULE COMPLETION AND ADOPTIONS SCHEDULE - DRAFT 2-2-18

Commission Meeting	Tuesday	1/23/2018	Preliminary Review Draft Discussed
	Friday	2/2/2018	Review from Jerry Jaques
Commission Meeting	Tuesday	2/6/2018	Commission Directs Changes to be Made to Preliminary Review Draft for Public Discussion Draft
	Friday	2/9/2018	Based on Commission Direction SS Prepares Public Discussion Draft
	Monday	2/12/2018	MM approves Public Discussion Draft for Release
	Tuesday	2/13/2018	Staff Completes Public Discussion Draft Rule, Notice of Availability in Paper, Post on Website, Have Bates Distribute to Legislators. Postoverall schedule on website. Notice should include dates for written comments and hearing.
Commission Meeting	Tuesday	2/20/2018	Commission Meeting -- Nothing unless needed
	Wednesday	2/28/2018	Written Comments from Public Due
	Friday	3/2/2018	Staff Prepares Compilation of Written Comments Received and Sends Compilation to Commission
Commission Meeting	Tuesday	3/6/2018	Public Hearing; Comments Received, Commission Directs Staff to Assess Comments and Return with Recommendations
	Wednesday	3/14/2018	Compilation and Summary by KG forwarded to SS for analysis
	Thursday	3/15/2018	Staff Completes the Assessment of Comments from Written Submittals and Public Hearing and Prepares Staff Recommendations for "Recommendation Draft" and Sends to Commission
Commission Meeting	Tuesday	3/20/2018	Commission Directs Changes to be Made to Public Review Draft for Recommendation Draft
	Wednesday	3/21/2018	Notice in Paper of Availability of Recommendation Draft on 3/30/18, Public Hearing on 4/3 and Ability to Send Written Comments by 3/30/18
	Friday	3/23/2018	Port Completes Recommended Draft Rule, Posts on Website
	Friday	3/30/2018	Written Comments from Public Due
	Monday	4/2/2018	Staff Prepares Compilation of Written Comments Received and Sends Compilation to Commission
Commission Meeting	Tuesday	4/3/2018	Public Hearing on Recommendation Draft, Commission Directs Staff to Assess Comments and Return with any Final Recommendations
	Friday	4/6/2018	Assessment of Comments and Staff Recommendations for Changes Sent to Commission
	Tuesday	4/10/2018	Post Final Draft on Website
Commission Meeting	Tuesday	4/17/2018	Commission Vote on Final Draft of Rule

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DRAFT - PORT OF HOOD RIVER BRIDGE REPLACEMENT EFFORT OVERSIGHT COMMITTEE SUMMARY

February 2, 2018

POLICY ADVISORY COMMITTEE

The Policy Advisory Committee (PAC) is one of three committees formed by the Port of Hood River Commission for oversight of the pre-construction phase of the bridge replacement. The committee structure was first shared with the Port Commission via a white paper summarizing the project on October 16, 2017. The report also identified a Steering Committee and a Technical Advisory Committee. It is possible that these committees could continue on during project delivery, be merged or re-tasked. There is also a Selection Committee to help the SW Washington Regional Transportation Council (RTC) select an EIS consultant. The Port anticipates that the pre-construction phase of the project could last between 2-5 years.

The PAC is comprised of local/regional governmental officials with a stake in the Project. The purpose of the PAC would keep the members and, by extension, their boards and constituents aware of project progress, and provide feedback from their communities back to the Port. The PAC would be an advisory, non-voting group working with Port staff on issues related to the EIS.

PAC CRITERIA

1. Membership and quorum requirements
 - a. Hood River Port Commissioner
 - b. Hood River City Councilor
 - c. Hood River County Commissioner
 - d. White Salmon City Councilor
 - e. Bingen City Councilor
 - f. Klickitat County Commissioner
 - g. Hood River Region 1 ACT Representative
 - h. SWRTC Representative
 - i. No quorum requirement
2. Staff person assignment (if any);
 - a. Kevin Greenwood, Port of Hood River Bridge Replacement Director. Meetings may be staffed via video or tele-conference. Additional support provided as needed by Port Management and Consultants.
3. Length of membership terms;
 - a. Two years or as determined by member organizations.
 - b. Renewed by approval of the Port Commission and member organizations
4. Adhoc, statutory or permanent;
 - a. Adhoc
5. Purpose and authority;
 - a. Keep abreast of project activities. Members of the PAC are encouraged to share information with their respective boards and constituents.

- b. Raise issues before they become stumbling blocks for the project. Any hurdles that may arise would be considered for committee problem-solving.
 - c. Advise on and assist with public and community outreach activities. Identify groups in the community that could be approached for further discussion.
 - d. Assist the EIS contractor in providing input. The EIS proposers may identify other tasks that may provide value during the NEPA process.
 - e. Committee Structure. Non-voting advisory.
6. Budget (if any) for carrying out the purpose; and
- a. Monthly meetings will include Project Director time noticing, taking minutes and providing support for the PAC. Estimated time of 3-4 hours per month plus meeting materials. Project Director expense is budgeted out of the Bridge Maintenance and Replacement Fund. Revenue for this effort would be available from the \$5 million grant from the State of Oregon identified in the 2017 Transportation Bill.

TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) is comprised of technical staff from the Port of Hood River, Oregon and Washington Depts. of Transportation and each local/regional jurisdiction with a regulatory or governmental role in approving aspects of the Project. While there could be differences depending on whether the Project proceeds as a P3 or public-funded project, many members of the TAC will be involved in permitting or otherwise approving elements of the Project in either case. While a public-funded project remains an option, the TAC would work in conjunction with the Policy Advisory Committee (PAC) and Steering Committee (SC). If a P3 is selected, the three agencies (POHR and DOTs) would determine if the TAC should still function under the SC, or if the P3 should make its own arrangement with technical staff. The Port would retain an Environmental Impact Study (EIS) Manager (via selection of the consultant team) to coordinate engineering and environmental work and staff the TAC.

TAC CRITERIA

1. Membership and quorum requirements
 - a. Port of Hood River Bridge Replacement Project Director
 - b. ODOT Region 1 Sr. Bridge Designer
 - c. WSDOT SW Region Bridge Designer
 - d. SW Washington Regional Transportation Council (RTC) Senior Planner
 - e. US Coast Guard Regulatory Representative
 - f. US Army Corps of Engineers Regulatory Representative
 - g. City of Hood River Engineering Director
 - h. City of White Salmon Public Works/Planning Director
 - i. Hood River County Community Development Director
 - j. Skamania County Public Works Director
 - k. Klickitat County Public Works Director
 - l. No quorum requirement
2. Staff person assignment (if any);

- a. EIS Project Manager (TBD via contract). Meetings may be staffed via video or tele-conference. Additional support provided as needed by Port Management and Consultants.
3. Length of membership terms;
 - a. Duration of project
4. Adhoc, statutory or permanent;
 - a. Adhoc
5. Purpose and authority;
 - a. Provide technical advice on engineering and environmental matters.
 - b. Assist in early resolution of permitting or other local/state agency issues
 - c. Provide regular reports on project activities to elected officials in each jurisdiction.
 - d. Committee Structure. Non-voting advisory.
6. Budget (if any) for carrying out the purpose; and
 - a. Periodic meetings will include EIS Manager (or support) time noticing, taking minutes and providing support for the TAC. Estimated time of 2 hours per month plus meeting materials. EIS Manager expense is budgeted out of the Bridge Maintenance and Replacement Fund. Revenue for this effort would be available from the \$5 million grant from the State of Oregon identified in the 2017 Transportation Bill.

STEERING COMMITTEE

The Project Steering Committee consists of the three primary “owners” of the Project given that the Port owns title to the existing bridge, and the bridge is part of both ODOT and WSDOT highway systems. The goal of the Steering Committee (SC) is to develop a collaborative approach between the three agencies to align their interests, roles, and responsibilities. Meetings will be regularly scheduled for check-ins and used when a significant discussion must occur and/or agreements reached. Conference calls will most frequently be used.

The SC will be made up of the Port of Hood River Executive Director, ODOT Region 1 Manager and WSDOT SW Region Administrator.

While each of the agencies would maintain their independent decision-making authority, prospects for the Project will benefit from collaboration among the agencies. The specific actions of the SC differ somewhat depending on the phase of the Project.

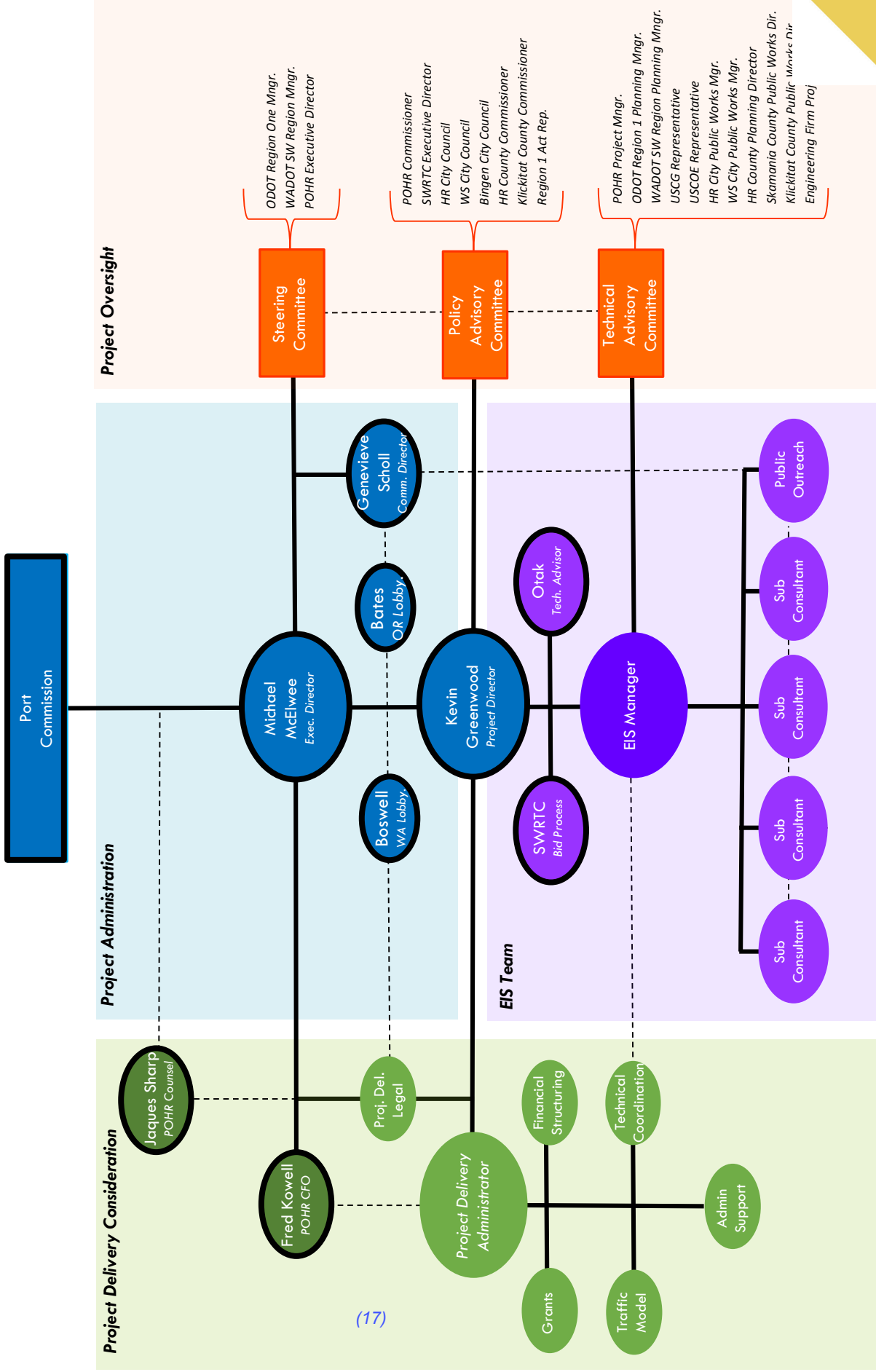
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HOOD RIVER BRIDGE REPLACEMENT PRE-CONSTRUCTION PROJECT ORGANIZATION

As of 2/2/2018

BLACK BOLD LINES AROUND OVALS INDICATE POSITION IS FILLED



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Administrative Rules Review No. 1

February 6, 2018

Comments received from Commissioners

General Comments:

“A large part of the processes and procedures are focused on unsolicited proposals. My preference is to disallow them altogether, or if we must deal with them, make it clear they will not be considered (a) until the FEIS ROD is released, and (b) if the proposals are found to be worthy of further review, the Port must then invite other proposals in a public process.

The first provision above ensures that we will be in a position to handle unsolicited proposals when they are received. The second provision ensures fairness, transparency and competitiveness (Section 6.2 (4) and 6.2 (5) suggest negotiation can occur without opening the process with other parties).

The draft rules assigned quite a bit of discretion and authority to the Executive Director. I suggest two changes. 1) Any committee, team or panel formation should be recommended by the ED but final approval should come from the Commission. 2) When the Commission determines which party(s) are to engage with the Port in negotiations, final decisions to terminate or change those parties must be made by the Commission. This changes Section 9.2(3) (a) and (b).”

Comments by Section:

Page 10, Line 24, Section 5.1:

“Do we consider Unsolicited Proposals to be hostile? These rules make them difficult, perhaps for good reason. The bright side of the unsolicited coin is that is where we may find innovation.

Having said that, the only fundamental weakness I find in these rules is that an Unsolicited Proposal can force the Port to undertake a costly process of soliciting competing proposals at a time not of their choosing.

I would like a discussion of why this is, thorough understanding and brainstorming may help us see a way to improve it.”

Page 11, Line 1, Section 5.1 (1): “Following publication ... Environmental Statement”

“This may be too late, per Lowell. If we solicit proposals at say 80 or 90% on the FEIS.”

Page 11, Line 4, Section 5.1 (1): “prequalified pursuant to subsection 3.2”

“3.2(1) prohibits consideration without a Prequalification Resolution.

3.2(2) describes an exhaustive amount of information and assumed knowledge about the project we may not have, all necessary for the resolution.”

Page 11, Line 18, Section 5.1 (4)(a): “(i) prior to a Commission decision ... Bridge Project Activity”

“So, if a solicitation document is issued before the FEIS we have excluded Unsolicited Proposals- is that legal?”

Page 13, Line 8, Section 5.4 (1): “Organizational Disclosure ... Exhibit 5.3”

“Don’t see any in 5.3(2). Maybe a different paragraph? Found them when I got to Exhibit 5.3(2) – page 39.”

Page 13, Line 24, Section 5.4 (3): “Any change in the status ... Key Persons”

“It is customary on big construction jobs to get guarantees that Key Persons will not be re-assigned without owner approval. Theory being we would lose project expertise we paid to develop in those people.”

Page 15, Line 1, Section 6.1(3): “... if later, the applicable fee ... extended by the Director”

“Clarity could be better.”

Page 16, Line 13, Section 6.1(6)(c): “At such time as...”

Inserted “to reject the proposal” after “the Director.”

Page 17, Lines 4-5, Section 6.2(1)(a): “Find that the Unsolicited ... Completing Proposals;”

“Why do we have to solicit Competing Proposals?”

Page 17, Line 24, Section 6.2(5): “If the Commission ... begin Direct Negotiations”

“Not an option in 6.2(1).”

Page 18, Line 16, Section 6.3(e): “... any additional requirements ... any additional criteria”

Deleted the “and” preceding “any additional criteria...”

Page 19, Line 13, Section 6.4(3): “Competing Proposals that ... Section 7”

“We must be able to limit the number of proposals we evaluate.”

Page 20, Line 6, Section 7.2: “Authority Retained ... Additional Information”

“This section helped me understand why Dave and Lowell said it was not unusual to pay unsuccessful bidders some amount of money that makes it clear that information shared with the Port belongs to the Port.

The successful proposal under this process will unavoidably be an amalgam of the best ideas from the various bidders.

It makes me want to have a mechanism to restrict the number of bidders we take to evaluation. See 6.4(3), 7.3(1).”

Page 20, Line 6, Sections 2(a) through (c)(A) 7.2: “Informing proposers of deficiencies ... or business terms,”

“Are we sure this is legal?”

Section (c)(A) – “Is this possible in the context of allowing “revised proposals””

Page 22, Line 4, Section 7.3(5): “the Port may redact ...”

Changed the second “from” to “form”

Page 25, Line 6, Section 8.2(3): “however, the Port may redact ...”

Changed the second “from” to “form”

Page 25, Lines 22-23, Section 8.3(4): “Promptly following a Commission action...the Port’s action.”

Deleted second instance of “to reject one or more proposals”

Page 26, Line 16, Section 8.4(4): “5:00PM (Pacific Time) on the 14th”

The word “on” should this be “within”. Strictly read it means on the day.

Page 28, Line 20, Section 9.2(5)(b): “Legal Counsel shall review .. ”

Deleted “under” to read, “... of the Agreement or Agreements and the legal...”

Page 30, Line 19, Section 9.3(3): “In addition to specified requirements... ”

Section number repeats above and something happened to the rest of the sentence. Drops off at “...finds beneficial and that are...”

Page 31, Line 27, Section 9.6(1): “... as the Commission... ”

Deleted “as the Commission” preceding “that the Commission”

Page 33, Line 10, Section 10.1(5): “... required time may be grounds... ”

Should “may” read “shall”?

Page 39, Line 10, Exhibit 5.3 (1)(b): “short summary... ”

Deleted second instance of “of the”

Page 43, Line 4, Exhibit 5.3 (4): “TAB 3... ”

“I like the idea of getting a perspective on the financing that comes from outside our own echo chamber. We should recognize Group Think is a danger for any big project. I am sure we can get it with less trouble than evaluating an entire proposal.”

Page 45, Line 3, Exhibit 5.3 (5)(a): “... including the scope ... ”

Deleted second instance of “the scope”

Page 46, Line 12, Exhibit 7.4(1)(c): “...the Project? ”

Changed “an agreements” to “agreements”

Page 48, Lines 23-24, Exhibit 7.4(3)(n): “... such as: the period of time during which the toll will be in effect;”

*“Consider including in the financial plan that tolls can decrease when the bridge debt is paid off ??
Maybe in concept only, promises about what happens 40 years from now are silly.”*

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FOR COMMISSION REVIEW 2/6/2018

PORT OF HOOD RIVER RULE

PUBLIC PRIVATE PARTNERSHIPS FOR BRIDGE PROJECTS AND BRIDGE PROJECT ACTIVITIES

1. PURPOSE AND INTENT OF RULE

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

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

2. DEFINITIONS

As used in this rule:

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

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

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

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

FOR COMMISSION REVIEW 2/6/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 **3. PORT’S GENERAL AUTHORITY**

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

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

24 **3.2 Prequalification of Proposers**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 (a) Start Date means:

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

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

22 (b) End Date means:

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

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

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

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

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

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

6 **3.4 Acknowledgement of Rules**

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

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

11 **4.1 Solicitation Documents**

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

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

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

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

26 **4.2 Public Notice of Solicitation**

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

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

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

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

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

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

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

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

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

23 **5. REQUIREMENTS FOR UNSOLICITED PROPOSALS**

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

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

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

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

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

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

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

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

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

24 **5.2 Fees to Accompany Unsolicited Proposals**

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

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

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

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

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

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

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

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

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

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

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

7 **5.4 Additional Proposer Organizational Disclosure Requirements**

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

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

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

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

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

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

14 **6. PROCESSING OF UNSOLICITED PROPOSALS**

15 **6.1 Preliminary Assessment of Unsolicited Proposal**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6

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

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

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

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

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

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

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

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1 6.3 Process for Soliciting Competing Proposals

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

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

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

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

14 (d) Invite the submission of Competing Proposals;

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

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

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

26 6.4 Completeness Review of Competing Proposals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **7.3 Evaluation Panel**

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

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

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

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

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

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

6 7.4 Factors to be considered in the Evaluation

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

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

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

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

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

15 (C) The traffic capacity of the design;

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

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

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

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

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

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

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

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

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

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

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

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

20 **7.5 Proposer Presentations**

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

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

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

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

6 **8.1 Applicability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 **9. Agreements for Bridge Projects**

29 **9.1 Applicability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 **9.5 Port Approval of Major Subcontractors**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12 Rule.

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

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

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

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

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

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

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

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

21 of privacy, or

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

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

24 subject to public disclosure.

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

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

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

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

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

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

19 **10.2 Public Records Requests**

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

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

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

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

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

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

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

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

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

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

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

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

24 **11. Port Rights Reserved**

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

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

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

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

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

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

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

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

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

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

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1 EXHIBIT 5.3

2 CONTENT AND FORMAT REQUIREMENTS FOR UNSOLICITED AND COMPETING PROPOSALS

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

5 (1) Cover Letter

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

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

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

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

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

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

19 (2) TAB 1: Organizational Disclosure Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

6 (3) TAB 2: Project Characteristics

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

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

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

14 (ii) How the activity is organized;

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

16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3

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

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

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

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

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

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

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

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

25 (5) TAB 4: Public Coordination and Involvement

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

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

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

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

13

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EXHIBIT 7.4

ADDITIONAL EVALUATION FACTORS

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

(1) Qualifications and Experience.

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

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

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

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

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

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

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

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

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

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

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

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

3 **(2) Project Characteristics.**

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

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

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

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

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

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

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

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

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

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

22 **(3) Financial Characteristics.**

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

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

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

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

Executive Director's Report

February 6, 2018

Staff & Administrative

- PNWA staff will attend the February 6 Commission meeting to provide an overview of the organization. Commissioners Streich and Shortt should attend the Regional Meeting February 23 at the Port of Portland, if schedules allow.
- We have received a request from a student at HRVHS seeking a Port internship this spring. This individual is interested in the engineering profession. The upcoming M&E engineering associated with the lift span would provide a relevant learning opportunity.
- Anne and Genevieve toured the Department of Land Conservation and Development (DLCD) Commissioners on the Waterfront on January 25th. Local elected officials, agency staff and interested citizens attended the tour as well as a luncheon beforehand. Anne participated in a roundtable discussion with the group later in the day.
- Staff has been extremely busy assisting customers with setting up Breeze-By accounts. The significant increase in activity started on January 25. 82 phone messages were received on January 29 alone. At the time of printing, about 1,100 new accounts have been opened since January 17. This number includes walk-ins and new accounts created through the web portal. An update on new accounts will be provided at the meeting.
- Fred has been an active participator the California Toll Operators Committee, a group that was established by the IBTTA to create or recommend standards for tolling operations, technology, interoperability and legislation within the Western region of the United States. A Committee meeting was held on February 2. Fred will provide an update.
- Discussions have also advanced with the Port of Cascade locks (POCL) regarding their proposed installation of an electronic tolling system similar to the Hood River Bridge. POCL can benefit from our recent toll upgrade efforts, including us of the same consultant team and data/server/web support from the Port of Hood River's systems. Fred will provide additional update information.

Recreation/Marina

- Steve is preparing a COE/DSL permit application for the existing docks in the Nichols Basin and proposed new modular floats. The existing docks were left when the Maritime Company went bankrupt.
- A new proposal has been received for a 3-day use at the Event Site in August. This event would take about half the parking lot and most of the beach for exhibitions targeted to water recreation users. The event would be closed to the public. See attached application and diagram.

- The Hood River County Museum is hosting a concert at the Marina Beach area called Hoodstock. The Museum has requested a rate accommodation. The rate for an Exclusive Use Event at the Marina Beach area is \$600.00. Staff recommends the rate be reduced to \$400.00.

Development/Property

- Lot #1 will be the subject of a Hood River Urban Renewal Agency meeting on February 12. Attached is the recommended draft work plan for the discussion. It has been reviewed with City Manager Steve Wheeler and consultant Larry Brown. Mr. Wheeler believes that the following are key goals of the work plan:
 - Demonstrate that there is a business proposition to be had under current zoning (reflecting the Waterfront Refinement Plan the City and Agency agreed to).
 - Estimate of how much URA funding of infrastructure will be needed to make aspirational goals for development a reality.
 - Identify how much of an increase in the maximum indebtedness limit for the District will be likely requested.
- Pfriem is still in the process of selecting a firm to remediate the mold in the Halyard Building.
- Staff is recommending retention of EcoNW to assist in evaluation of our real estate portfolio and to assess the feasibility of future development options. Staff has completed much of the analysis and would look to EcoNW to help create a report that provides additional insight. This effort would culminate in board discussion at Spring Planning.
- Schott & Associates and Staff have determined that no water right or permit will be needed to complete the wetland mitigation at the John Webber Business park. DSL had comments regarding this on the submitted wetland fill application. Schott has resubmitted the application with revised water usage.

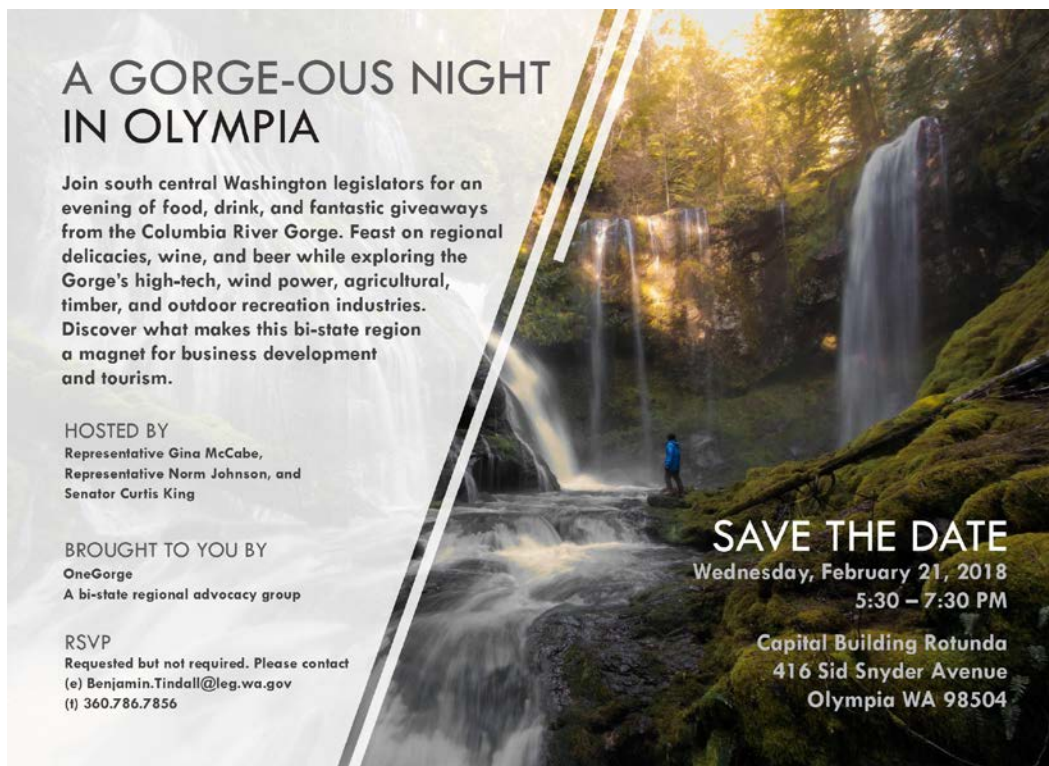
Airport

- The Environmental Assessment (EA) and wetlands mitigation permit application process is moving forward as planned. The draft EA is anticipated to be complete by mid-February. All agency feedback has been received for Cultural and Biological impacts and the final mitigation design will be complete this week. Staff anticipates the EA will be completed in May and the fill permits in hand in June.
- There are four projects expected to occur on the north ramp within the next three years that have overlapping tasks. Those projects are: Environmental Assessment, Connect 6, wetland mitigation and fill, and the North apron rehabilitation project (FAA). Staff and Century west (CW) have sorted out the components of each project and how they relate in timing, phasing, and bid process. That process included revisions to the Connect 6 project which resulted in a \$200,000 reduction in cost estimate. A contract with CW for the full design of the Connect 6 project is an action item.

- Staff and legal counsel met last week to discuss changes to Ordinance 23 and preparation of Minimum Standards. These will be sent to the Airport Advisory Committee for review. Staff hopes to have final documents for board review in March.
- PageWorks is developing the Fly Friendly promotional material, including a flier describing the program in clear, easy-to-understand format. The stated goal has been to have the program in place by March and we are on target to do so.
- The January FBO report from TacAero is attached.

Bridge/Transportation

- The contract with Stafford Bandlow Engineers regarding the lift span mechanical and electrical upgrades has been executed and engineering work will begin soon.
- BreezeBy marketing efforts continue with radio and print ads, handouts at the Toll Booth and posters at key businesses and public agencies.
- The new Oregon state Representatives Jeff Helfrich and Daniel Bonham attended the January 24 OneGorge meeting hosted by Insitu. Both discussed their pending bills and provided an overall introduction to their approach and priorities during the 2018 session.
- Genevieve and Kevin traveled to Olympia on January 29 and 30 to coordinate the “Gorgeous Night in Olympia” legislative reception scheduled for February 21st and to have initial meetings with legislators on the Bridge Replacement Project.



**A GORGE-OUS NIGHT
IN OLYMPIA**

Join south central Washington legislators for an evening of food, drink, and fantastic giveaways from the Columbia River Gorge. Feast on regional delicacies, wine, and beer while exploring the Gorge's high-tech, wind power, agricultural, timber, and outdoor recreation industries. Discover what makes this bi-state region a magnet for business development and tourism.

HOSTED BY
Representative Gina McCabe,
Representative Norm Johnson, and
Senator Curtis King

BROUGHT TO YOU BY
OneGorge
A bi-state regional advocacy group

RSVP
Requested but not required. Please contact
(e) Benjamin.Tindall@leg.wa.gov
(t) 360.786.7856

SAVE THE DATE
Wednesday, February 21, 2018
5:30 – 7:30 PM

Capital Building Rotunda
416 Sid Snyder Avenue
Olympia WA 98504

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Port of Hood River
 1000 E. Port Marina Drive ♦ Hood River OR 97031
 (541) 386-1645 TEL ♦ (541) 386-1395 FAX
porthr@gorge.net
www.portofhoodriver.com

EVENT CONTRACT: AWSI Event Site

Print Name of Person Signing Contract / Name of Organization: Cody Cornett
 Phone/Ext: (219) 916-0451
 Mailing Address: PO Box 103 Hood River OR 97031
 Email: aws_i.exec@gmail.com
 Date(s) of Use/ Time: **August 13-18, 2018**
 Base Per/Day Rate: **\$100.00/Day Set and Breakdown in NW parking lot-**
 Date(s) of Use/ Time: **Dates, August 13 & 18, 2018**
 Base Per/Day Rate: **\$600/ Day Partial Exclusive Use as defined by submitted site plan.** Date(s) of Use **August 14-17, 2018**
 Purpose and type of use: **Demos, industry booths etc.**
 Port Property to be Used / Expected number of people attending: **Event Site/300 people**

Critical Due Dates		
ITEM	DUE	MISCELLANEOUS COMMENTS
Site & Parking Plans	30 Days before	Preliminary received, provide updated identifying pedestrian access.
Insurance	10 Days before	Port must be named as additional insured; liquor liability coverage required if alcohol is being served
Permits	10 Days before	City of HR Special Event, Transient merchant licenses for food vendors
Payment in Full	10 Days before	\$2600 as identified below

Rental Fee	\$ 2400		Date	Amount Paid
Move-in Move-out Charges:	\$ 200			
Sub Total:	\$ 2600			
Less Reservation Deposit:	\$-			
Balance Due:	\$ 2600			
			Late fees:	\$
Late fees & post-event charges:	\$		Damages assessed:	\$
Final Balance Due:	\$		Total:	\$

The Port of Hood River accepts no responsibility for you or your guests/customers. It is the sole responsibility of the Renter to control the event, protect the people present, maintain required insurance, and comply with all applicable laws and regulations. As the Renter of the Port's facilities, you are accepting all liability for damage and for the safety of your guests and customers. The Rules and Regulations previously provided are part of this Rental Contract.

- The renter also agrees to, and shall inform guests/customers, of the following:
- 1) Public access to the Riverfront Trail shall remain available;
 - 2) Respect a safe zone between your event and Port-permitted school concession instructors and students;
 - 3) Public trust uses (fishing, recreation, navigation, and commerce) of state-owned open water shall not be precluded (*language provided by Department of State Lands*);
 - 4) Fishers from the Yakima, Warm Springs, Umatilla, and Nez Perce tribes are on the Columbia River exercising their tribal treaty rights to fish.

I HAVE READ THE EVENT CONTRACT AND RULES AND REGULATIONS AND AGREE TO ALL CONDITIONS.

_____ Renter Signature
 Date for the Port of Hood River Date

If an individual is signing on his or her own behalf, that person shall be considered the "Renter". If a person is signing on behalf of an organization, the organization shall be considered the "Renter". If a person is signing on behalf of an organization, that person warrants that they have the right to sign for and bind the organization under this Contract. Any person who signs this Contract for an organization without authority to bind the organization shall be considered the "Renter" and shall be personally liable for the performance of the terms of this Contract.

AWSI Event Site Usage

Write a description for your map.

Legend

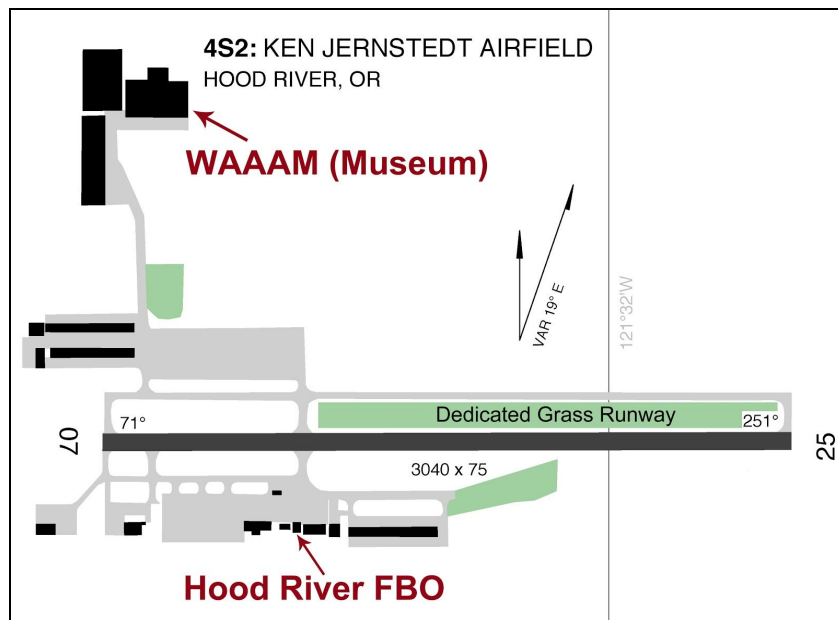
- Event Space Usage
- Hood River Event Site
- Sanitation
- Tent Space

Hood River Event Site



Hood River Airport Fixed Base Operations

Monthly Report: January 2018



Point of Contact: Jeff Renard - TacAero General Manager - Jeff@TacAero.com

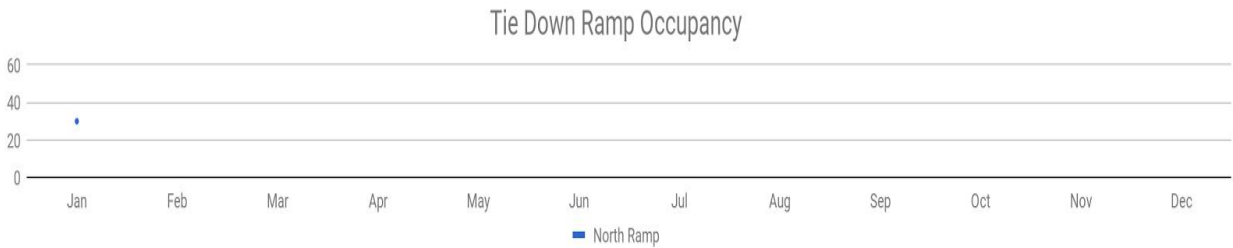
Estimated Operations

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Takeoffs / Landings	342								200	210	65	67



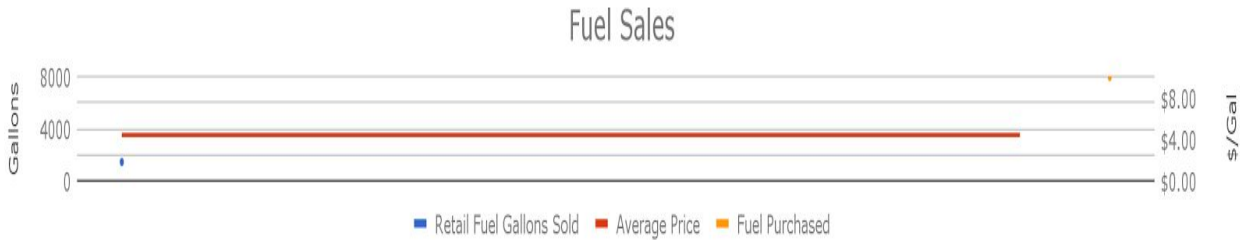
Ramp Tiedown Occupancy

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
North Ramp	30											
Other Ramps												



Fuel Sales

Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Retail Fuel Gallons Sold	1,425											
Average Price	\$4.40	\$4.40	\$4.40	\$4.40	\$4.40	\$4.40	\$4.40	\$4.40	\$4.40	\$4.40	\$4.40	-



TacAero Fleet Hours

TacAero Fleet Hours												
Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Instructional Hours	85.4											

Instructional Hours and Rental Hours



TacAero Maintenance Operations

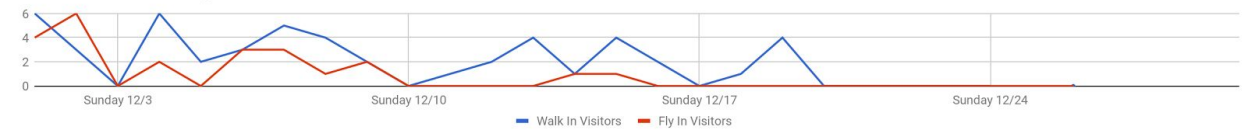
TacAero Fleet Hours												
Name	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Instructional Hours	85.4											

TacAero Mx Hours



TacAero Daily Customer

Walk In Visitors VS Fly In Visitors



Link to 4S2 Facilities Report

- <http://bit.ly/4S2FacilitiesInspection>



The Latest Ramp Queen

Runway Condition Report

TacAero staff does a daily inspection of the condition of the airfield. Starting in 2018 there will be a log kept using the outlined topics as an example attached below. The format of this report is under construction for the best reporting. It will fall under the link provided within this report with a condition report for each of the buildings and the general condition of the airport. Items needing Port attention will be noted as well as the items that TacAero staff have taken care of.

1. Pavement

- i. Debris
- ii. Ponding Water
- iii. AEdge Lips

c. Lights

- i. Bulbs Work
- ii. Not Obscured
- d. REIL

- iv. Ruts/Holes/Cracks
- b. Shoulders
 - i. Smooth
 - ii. Holes/Ditches
 - iii. Ponding Water
 - iv. Grass 12" Max
 - v. Hazardous Objects
 - vi. Non-Frangible
- i. Flash Cycle OK
- ii. Not Obscured
- e. Problems/Actions

2. Taxiways/Aprons

- a. Pavement
 - i. Debris
 - ii. Ponding
 - iii. Centerline
 - iv. Hold lines
- b. Shoulders
- c. Night Lighting
- d. Wind Indicators
- e. Unauthorized Vehicles/Pedestrians
- f. Birds/Animals
- g. Construction vehicles or
- h. Site near operational areas
- i. Or affecting lights,
- j. threshold Etc.
- k. Inspected by:
- l. Problems/Actions

3. Notams Filed:

- a. Date
- b. Reason

Training Activity

The FBO has continued to have a very unexpected January with an incredible amount of calls to come to our tailwheel academy. As stated previously this is possibly due to the summer opportunities having been cut short due to the south ramp project and the fire causing us to cancel a number of clients. Currently there are 3 primary students learning how to fly. TacAero has continued to grow the training contracts that will sustain our operations during a more normal flying season. The Alaska Department of Interior has booked another full season of their staff go thru our instruction process. The response to CubCrafters Factory Training has been great and promises to continue. This program is on track to stay at capacity and be very beneficial to the FBO and health of the airfield.

Staffing

The staffing at the airport for January is 2 fulltime FBO representatives and 1 Community Service High School student. Along with 4 fulltime flight instructor who are presently rotating time and students between Hood River and our Prescott AZ location. This rotation is based on which aircraft is needed and weather as well as the customers desires.

Improvements

TacAero has been improving the FBO environment along with the Port . Not without some challenges. But all things seem to be working very well and will continue to enhance the customer experience. The public access 24/7 area with an area for pilots to get out of the weather and have a warm place to use the facilities and make their flight plans or just rest took a bit of understanding for some, yet as it turns out all have agreed it is a great addition to the use at the airport. We have 2 recliners and a desk with misc oil and supplies that are in-trusted to the honor system as well as a mini fridge with cold refreshments.

Challenges

The success of our FBO business comes from the continued sale of fuel, with a few nice days we have seen a few more transient aircraft coming in between the

clouds. The geese have decided the grass strip is a great place to hang out and watch the planes as well. My hat is off to a stellar job of snow removal for our one snow event this year. The Port staff showed and unrivaled efficiency with the removal. Thank you very much.

Some of the images that we captured during the Eagle Creek fire.

TacAero Operations Aircraft

The rental fleet at the FBO and flight training, primary through advanced training continue to bring new students and visitors to our region. The FBO fleet now has a Super Cub PA-18 and a Cessna 182 and Cessna 172, 150 available for training and rental. The rates for these aircraft are found on TacAero's website: www.tacaero.com and are *highly* competitive in the flight training market.







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Commission Memo



Prepared by: John Mann
Date: February 6, 2018
Re: On-Call Electrical Bridge Services – Gorge Electric Inc.

At the April 21, 2015 Commission meeting, an on-call contract with Gorge Electric Inc. (“GEI”) related to bridge services was approved. Typical on-call services include on-site assistance during a bridge lift and small electrical or lighting repairs. GEI was required to respond to emergencies in addition to working during normal business hours, and their employees were trained on the specific bridge electrical systems, always working with a Port employee or representative. This contract has expired.

Jones Act insurance is required for any work over a federal waterway. GEI secured this insurance last year; reviewed by Port staff and the Port’s insurance agent. The policy annual premium and normal working rates, as per contract, were paid by the Port. The Port intends to again pay the insurance premium and normal working rates for this new contract, if approved.

RECOMMENDATION: Approve contract with Gorge Electric Inc. for Hood River Interstate Bridge on-call services not to exceed \$20,000 and pay Jones Act insurance premium in the amount of \$2,887.58.

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Intermediate Procurement Contract For On Call Bridge Electrical Services

This contract is entered into between the Port of Hood River ("Port") and Gorge Electric, Inc. an Oregon corporation ("Contractor").

Contractor agrees to perform the Scope of Work described in attached Exhibit A ("work") to Port's satisfaction, to comply with the terms of this Contract, including attached Exhibit A and Exhibit B, and to charge the Port for work at the rates listed in attached Exhibit C. Port agrees to comply with the terms of this Contract, including attached Exhibits, and to pay the rates listed in Exhibit C for Contractor's work.

CONTRACT TERMS:

1. This Contract shall be in effect from the last date each party has signed this Contract through January 31, 2019. Either Contractor or Port may terminate this Contract in the event of a material breach of the Contract by giving written notice to the other party at the address listed below. Port may terminate this Contract for any reason by giving 15 days prior written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done prior to the Contract termination date,
2. All work products which result from this Contract are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
3. Contractor will apply skill and knowledge with care and diligence to perform the work in a professional manner in accordance with standards prevalent in Contractor's trade. Contractor will at all times during the term of the Contract be qualified and duly licensed to perform the work.
4. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated in this Contract.
5. Contractor shall provide and keep in effect during the term of this Contract insurance in accordance with attached Exhibit B and as required by the Jones Act when performing work over water.
6. This Contract may be executed in counterparts, and any separate counterpart when signed by both parties hereto shall constitute a full and original instrument.
7. This Contract shall be governed by the laws of the State of Oregon. Contractor agrees to comply with requirements of ORS 279B, including: ORS 279B.220 (prompt payment for labor and material; payment of all amounts due to Industrial Accident Fund; not permit any lien or claim to be filed against the Port; pay withholding to the Oregon Department of Revenue under ORS 316.167); ORS 279B.230 (promptly pay for medical, surgical and hospital care

services for sickness or injury to Contractor employees required by any law, contract or agreement; compliance with ORS 656.017 concerning workers' compensation coverage when working out of state) and ORS 279B.235 (conditions concerning hours of labor and payment of overtime, and providing written notice to employees who work on a public contract of the number of hours per day and days per week that employees may be required to work).

- 8. Contractor shall comply with all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
- 9. Any litigation involving this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the illegal or unenforceable provision shall be stricken.
- 10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written agreements or oral discussions. Any modification to this Contract must be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port. Each person signing below on behalf of Contractor and the Port warrants they have authority to sign for and bind that party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of February 2018.

Gorge Electric

PORT OF HOOD RIVER

Title

Michael S. McElwee
Executive Director

Title

Date

Date

**Intermediate Procurement Contract
For On Call Bridge Electrical Services**

Exhibit A

I. SCOPE OF WORK:

1. **Location of work-** Hood River Interstate Bridge ("bridge")
2. Contractor shall perform work on the bridge in accordance with the terms stated below:
 - i. Contractor will provide routine electrical maintenance and repair of the lift span and lighting systems when requested by the Port.
 - ii. Contractor will be available to support bridge lifts and do electrical work on the bridge at any time.
 - iii. Contractor will not operate the bridge lift span.
 - iv. Contractor will only perform work on the bridge when accompanied by a Port employee or Port designated representative.
 - v. Contractor will provide licensed electricians who have been trained to do bridge work when requested by the Port, to do routine or emergency work on the bridge.
 - vi. Contractor will provide the Port with phone and email contact information so the Port can reach Contractor bridge electricians when needed.
 - vii. Contractor will provide the Port with names and contact information of Contractor employees who will do bridge work, stating who to contact first and if not available who to contact.
 - viii. Contractor shall be available for bridge lift support at all times, day or night.
 - ix. Contractor will not design any new part of component or modify any existing component or part of any bridge system. Any design, part or component modification shall be specified by the Port's engineer and provided to the Contractor for installation.

3. Guarantee

After completing any bridge work, Contractor shall guarantee the work for a period of one year from date of final acceptance of the work by the Port. Neither Port payment for work nor any provision in Contract documents shall relieve Contractor of responsibility for poor workmanship, negligence or faulty materials. Upon written notice from the Port Contractor shall promptly remedy any work defects at Contractor's expense during the one year guarantee period.

4. Inspection of work

Contractor shall permit and facilitate inspection of work by any representative of the Port at all times. Contractor shall have any work requiring a permit be inspected by an authorized state or municipal inspector, and shall provide the Port with all inspection results.

5. Protection of workers, property and the public

Contractor shall take necessary precautions for the safety of all persons at or near the work site, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on or near the location where the work is being performed. Work site safety is the responsibility of the Contractor. When contacted by the Port to do work, Contractor shall request the Port to temporarily halt or re-route bridge traffic to perform work if Contractor deems that to be necessary to protect persons or property. Contractor may wait to perform the work until traffic has been cleared.

Contractor shall at all times work in a way that minimizes adverse effects on the environment. When handling materials Contractor will use its best efforts to assure that no release will occur that may pollute air or water or become hazardous.

In an emergency affecting the safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Port's authorized representative, shall act reasonably to prevent such threatened loss or injury, and shall also so act if instructed by the Port's authorized representative to do so.

II. DELIVERABLES AND TIMEFRAME:

Contractor shall be scheduled for work by the Port as maintenance and other electrical work is identified by the Port. If Contractor is contacted by the Port to respond to a condition deemed by the Port to be an emergency, Contractor shall respond immediately to do necessary work. Requested work shall be paid as follows;

CONSIDERATION:

Contract work shall be done on an on call basis. Contractor shall be paid for labor at rates listed in Exhibit C. Contractor shall not exceed \$20, 000 without Port approval.

If materials or equipment are provided by Contractor to the Port as part of a work product, the Port shall pay Contractor a reasonable amount for such materials or equipment.

In addition to paying Contractor for work performed, at the outset of the Contract the Port shall pay Contractor \$2,887.58 to cover Contractor's annual premium for insurance coverage required by the Jones Act, for over water work. Contractor shall promptly provide the Port with proof that Contractor has Jones Act coverage. Contractor shall keep the Jones Act coverage in effect during the term of this agreement.

III. BILLING AND PAYMENT PROCEDURE:

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

Invoice date

Contract project title

Record of hours worked and a brief description of activities

Billing rate applied

Equipment or materials billed included for a specific task.

Invoices for services will be submitted on a monthly basis.

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

**Intermediate Procurement Contract
Exhibit B**

INSURANCE

INSURANCE

Worker's Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or Subcontractors.

Commercial General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Port. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each aggregate limit shall not be less than \$1,000,000.

Automobile Liability: Contractor shall obtain, at Contractors expense, and keep in effect during the term of this Contract, Automobile Liability Insurance owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

Additional Insured: The liability Insurance coverage required for this Contract shall include the Port, its officers, commissioners and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

There shall be no cancellation, material change, or potential exhaustion of any coverage without thirty (30) Days' written notice from the Contractor or its insurer(s) to the Port.

As evidence of coverage, Contractor shall furnish a certificate of insurance to Port prior to issuance of a Port request for Contractor to perform work. The certificate will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverages required under this Contract shall be obtained from insurance companies or entities acceptable to the Port allowed to provide such insurance under Oregon law. The certificate will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverages without thirty (30) Days' written notice from the insurer(s) to the Port. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self insurance in excess of \$50,000 shall be approved by the Port in writing prior to Contractor performing work, and is subject to Port's approval.

Waiver of Subrogation. Port of Hood River shall obtain and/or maintain at all times while the is Agreement is in effect a commercial general liability (CGL) policy or policies (occurrence form) with minimum limits of liability of United States \$5,000,000 aggregate, \$1,000,000 per occurrence, to protect the interests of the Port of Hood River from and against any and all actual or alleged losses and/or liabilities (including economic loss resulting from loss of use and/or revenues) arising out of Port of Hood River's operations on the Hood River Bridge, and/or the contractual relationship of the parties as delimited by this Agreement. The Port of Hood River shall cause such insurance to be primary to all purchased insurance and/or self-insurance otherwise available to Contractor or Contractor's affiliates; and will cause such insurance policy to contain a waiver of such insurers' rights of subrogation against Contractor and Contractor's affiliates. Port of Hood

River shall be solely responsible for all deductible amounts or self-insured retentions. Any failure by Port of Hood River to obtain such insurance shall be deemed a material breach of this Agreement. Contractor is not obligated to remind Port of Hood River of its obligations hereunder, and no waiver shall be implied or construed to be effective in the event Contractor does not remind Port of Hood River of such obligations. The insurance referenced above shall in no way be construed to affect Port of Hood River's obligations under the remainder of this Agreement, nor shall any limitation expressed in this Agreement or imposed by law be construed to affect said insurance.

Jones Act: Contractor must be aware of the requirements of the Jones Act, and maintain Jones Act insurance coverage necessary to perform work on or over water at all times during the term of this Contract.

Exhibit C

Labor Rates
Gorge Electric Inc.

Emergency Service Call \$150.00.

Industrial/Commercial \$115.00.

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Commission Memo



Prepared by: Anne Medenbach
 Date: February 6, 2018
 Re: Task Order 5, Century West Engineering

Century West Engineering (CWE) is the Port's engineer of record for the Ken Jernstedt Airfield. Currently they are involved with four projects on the north side of the airport:

Project	Funding Agency	Estimated completion date	Estimated cost
Environmental Assessment	FAA	May-18	\$ 300,000.00
Connect 6	ODOT	Oct-19	\$ 2,186,500.00
Wetland mitigation and fill	FAA/ODOT/PORT	Oct-20	waiting on design
N. ramp rehabilitation	FAA	Oct-20	\$ 1,605,000.00

All of these projects overlap in timing, funding and physical area. To be able to design the Connect 6 project, we had to understand changes to the N. ramp project and wetlands design. The following questions were answered and have allowed CWE to be confident with their proposal for Connect 6 design, and have clearer direction through the EA process.

1. *Has the N. Ramp project changed significantly?*
 Yes. These changes are incorporated into the Connect 6 project and have reduced the scope.
2. *Can we mitigate the wetland on site?*
 Yes. The FAA, ACE and DSL did approve mitigation on site. This is significantly less expensive and more efficient than off site alternatives.
3. *Does mitigation and fill have to occur simultaneously or can we fill as projects are funded and mitigate once all impacts have been made?*
 CWE and staff are proposing to the FAA that the fill and mitigation process be a multi-stepped project based on timing and funding. This would allow a portion to be completed as part of the Connect 6 project and then a year later as part of the FAA project. This has been done on FAA projects before and we are hopeful that the FAA will allow it. This proposal is to be included in the EA as the wetland project program.
4. *Can we design and bid Phase 2 of the Connect 6 project before we have NEPA permits in place?*
 The FAA typically does not allow design or bidding before permits are in hand. This creates two difficulties:
 - a. It separates the Connect 6 project into two bid processes, which is more costly.
 - b. It creates an access issue from the Connect 6 project to the taxiway during the North Ramp rehab project.

Our argument is that we would like to design Phase 2 now and bid it as an alternate with Phase 1. Therefore, we will lock in a price but can choose to contract or not depending on the FAA. We also have flexibility to adjust design based on final EA if needed. This is being presented as part of the wetland/fill program through the EA process.

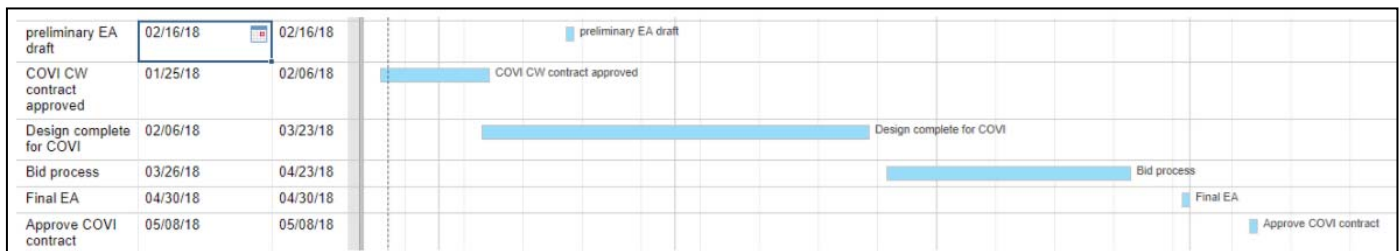
If the FAA does not allow this program as proposed, we can split Connect 6 into two separately bid projects while maintaining access to the taxiway. It will just be more expensive and take longer.

Due to these clarifications of scope and more detailed design, the Connect 6 project has changed in the following ways:

1. The paving area has decreased by 58,000sf.
2. Unsuitable excavation quantities have increased by 763 CY (based on the S. ramp project)
3. Wetland fill and piping has been added in as part of the grading program
4. Taxiway access will be via phase 2 or a wetland “strip” as first designed.
5. Estimated cost has decreased by \$149,183

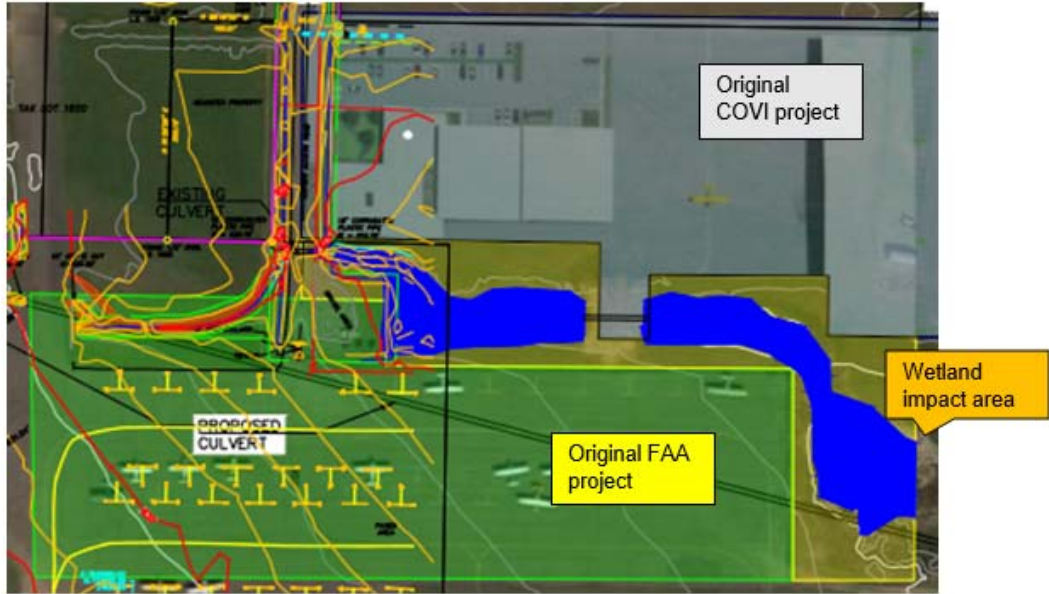
CWE has been a great partner in these complex projects and understands our airport. They are willing to push the FAA with staff support, regarding processes that may not be standard.

Below is an estimated timeline for design and bidding for the Connect 6 project.



The Port has a current master contract with Century West for the airport. Task Order 5, with project specifics, will be provided at the meeting for approval. Design of the project is included in the Connect 6 grant as a reimbursable expense.

RECOMMENDATION: Approve Task Order 5 with Century West Engineering for engineering services at the Ken Jernstedt Airfield not to exceed \$208,080.04.



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Task Order Number 5**KEN JERNSTEDT AIRFIELD****AVIATION TECHNOLOGY & EMERGENCY RESPONSE CENTER PROJECT****SITE AND CIVIL DESIGN AND BIDDING SERVICES**

This Task Order is made effective as of February 7, 2018 under the terms and conditions established in the Personal Services Contract, dated May 21, 2014 (the Agreement), between **Port of Hood River** (Owner) and **Century West Engineering Corporation (CWEC)**. This Task Order is made for the purpose of: providing design services for the *ConnectOregon VI* project at Ken Jernstedt Airport.

GENERAL

The scope of the project is to provide engineering design and bidding services for proposed improvements at Ken Jernstedt Airfield. Plans, technical specifications, and bidding documents will be prepared for bidding/solicitation of the work. Construction administration and observation services will be provided under a separate agreement.

In 2016 the Port of Hood River was awarded a *ConnectOregon VI* grant for the design and construction of a new Aviation Technology & Emergency Response Center Project. This new FBO/hangar development is to be located on the North side of Runway 7 and adjacent to the existing North Apron. New apron pavements will provide additional operational space and access from the Project area to the existing North Apron. The existing FBO will be relocated to this new site when completed, along with aircraft fuel facilities, aircraft storage buildings, support facilities, and vehicle parking.

The improvements include:

1. Extend existing utilities to the South along Jeanette Road and Air Museum Drive to the new development.
2. Remove existing pavement on the East end of the existing North Apron to connect the new development to the existing North Apron and taxiway system.
3. Grading and site preparation for proposed hangars and vehicle parking areas.
4. Construct new apron pavements, grading to allow for future connection with the rehabilitated North Apron.
5. Construct vehicle parking areas including storm drainage, curbs, and pavements.
6. Installation of storm water facilities (including any necessary temporary facilities) to accommodate future development.
7. Construct new paved fueling area, including foundation pad, lighting, installation of a new jet fuel tank and relocation of the existing Avgas tank from the temporary location on the South Apron to the new fueling area.
8. Construct new/reconfigured pavement markings.

9. Reconfiguration of the existing North Apron tie-downs to facilitate new ingress/egress paths of taxiing aircraft.

Century West has based this understanding of the project components on conversations with the Port and on conceptual layouts developed during the North Apron Environmental Assessment. Due to uncertainties out of the control of the Port and Century West, elements of this scope may require modification at a later date due to changes in phasing, project scope, agency requirements or other outside influence. Additionally, modifications or revisions required due to new jurisdictional code or design requirements may be completed as a Contract Addendum. Specific assumptions have been listed within this Scope of Work to provide a clear understanding of the services to be provided by Century West. Additional services requested and approved by the Port not included within this Scope of Work will also be negotiated as a Contract Addendum.

PHASE I –DESIGN AND BIDDING SERVICES

Task 1 Project Management

1. Finalize work scope and negotiate contract.
2. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the Port, monitoring and reporting technical and budget issues to the Port, and preparation of monthly consultant invoices for submittal to the Port.
3. Coordinate the project team and sub-consultants.
4. Conduct in-house quality control for each element of design.

Task 2 Design Surveying

1. Review existing survey information provided by the Port, including topographic survey completed by others as part of previous projects.
2. Reestablish horizontal (NAD 83/91) and vertical control (NAVD 88) for survey work at the Airport. Establish one (1) benchmark for elevation control and a minimum of two (2) additional points for horizontal control.
3. Conduct topographic survey North of the existing North Apron and East of the North Apron to supplement surveying work previously performed as part of the 2012/2013 Runway Shift Project, North Apron EA, and other projects.

Survey data, on pavement surfaces, shall be collected at cross sections (or grid if appropriate) on a 25' (maximum) interval. Survey data, off of pavement surfaces,

shall be collected at cross sections (or grid if appropriate) on a 50' (maximum) interval.

The topographic survey shall show existing pavement striping/markings, edge lights and reflectors, signs, ditches, swales, drainage structures, pipelines, fences, buildings, tie-down anchors, pavement edges (AC and PCC) gravel areas, utilities, test pits, pavement core locations, and other structures or surface features within the survey limits.

4. Contact the utility notification ("one call") center to request utility locates within the survey limits. Engage a private utility locate firm to locate on-airport electrical utilities. Century West assumes public and/or franchise utility as-built information will be provided during the "one-call" utility locate process and any on-site utility as-built information will be provided by the Port. Century West assumes that verification of underground public utility lines will be from above ground field survey information (visible utility appurtenances, public utility paint marks, etc.) and provided as-built information. Century West will not physically locate underground utility lines. If private utility service locates and/or utility potholing is requested, Century West can assist the Client with obtaining these specialty services from others.
5. Using the data collected from survey, develop a digital terrain model of the area surveyed.
6. Develop a contour map at a scale of 1"=50' for use in the design. The contour interval shall be 0.5 feet.
7. Elevations on pavement areas, and for drainage structures shall be accurate to 0.01 feet and natural ground elevations shall be accurate to 0.10 feet.

Task 3 Geotechnical Investigation

1. Perform a site investigation including excavation of four (4) test pits to depths of 2 to 10 feet (depending on refusal/basalt rock depth), collection of soil samples for laboratory testing, and preparation of field logs.
2. Examine the collected soil samples in the laboratory and conduct the following tests:
 - 2 CBR tests;
 - 2 Standard Proctor tests;
 - 2 Atterberg limit determinations;
 - 2 sieve analysis;
 - Unit weigh and moisture content determination for each sample taken;
 - Soil classification for each sample taken.

3. Prepare a preliminary soils report presenting preliminary findings, test results and recommendations. Review and discuss findings and recommendations with the Engineer, prior to preparing a final report. The report shall specifically include recommendations regarding pavement underdrains, frost considerations for pavement section design, the potential for encountering unsuitable materials.
4. Prepare a final soils report presenting final recommendations, findings and test results.

Task 4 Preliminary Design

1. Review past mapping, plans, documents and other available information pertaining to the project.
2. Make recommendations and prepare the design for surface and subsurface drainage of the project area. Drainage features may include inlets, pipes, underdrains, ditches, swales, manholes and other appurtenances to provide site drainage.

Century West assumes stormwater quality BMP's will consist of trapped, sumped catchbasins, swales, and/or mechanical filtration. Stormwater quantity, will be provided via above ground infiltration system. Infiltration rates will be determined as part of the Geotechnical Investigation. The Port or their Architect will provide all building downspout or canopy drain connection points prior to starting the storm drainage design if they are to be used in design.

Prepare the design for the sanitary sewer system for the proposed project. The project will extend sewer service to a location sufficient to serve the proposed hangar and FBO area only. Service stubs will be included at locations and intervals along the alignment to be determined through coordination with the Port and will terminate outside of pavement edge.

3. Century West assumes existing sanitary sewer service has adequate capacity and depth to serve this project. The Port will provide all sanitary sewer connection points and depth requirements prior to starting the sanitary sewer design. Century West assumes the site can be served by a gravity system and that no lift station design will be required.
4. Prepare the design for the water system for the proposed project. The project will extend a water main to a location sufficient to serve the proposed hangar and FBO area only. Service stubs will be included at locations and intervals along the alignment to be determined through coordination with the Port and will terminate outside of pavement edge.

Century West assumes that the existing water main at the connection point has capacity and pressure to serve the proposed project. The Port will provide all water system connection points and required pressure and flow needs. No calculations related to water piping systems within the building code envelope (including fire sprinklers) will be provided as part of this scope of services.

5. Coordinate with and design for the connection to franchise utilities (power, fiber, gas) for the proposed project. The project will extend these utilities to a location sufficient to serve the proposed hangar and FBO area only. Service stubs will be included at locations and intervals along the alignment to be determined through coordination with the Port and will terminate outside of pavement edge.

Century West assumes that the existing utilities at the connection points have capacity to serve the proposed project.

6. Prepare an erosion control plan based on the previously approved erosion and sediment control plan (ESCP). It is assumed that the 1200-C permit application along with the ESCP have been submitted prior to this project by others. Century West further assumes the Port will be responsible for updating the ESCP and all required testing and inspections during the construction of the project. The Port will submit for the Notice of Termination (NOT) with Oregon DEQ.
7. Prepare a pavement section design. The basis of the pavement section design will be light aircraft (30,000 lbs, SWG design). The pavement section design assumes a new section for new pavements.
8. Prepare demolition plans to depict civil and electrical items scheduled for removal and relocation.
9. Prepare preliminary plans for the new apron pavement geometry.
10. Prepare preliminary grading plans for new apron pavements.
11. Prepare pavement marking plans for the apron and reconfigured North Apron
12. Prepare FAA form 7460-1 for the construction of the improvements.
13. Provide the electrical plans, specifications and details for the lighting improvements and modifications to existing electrical on the apron.
14. Prepare preliminary plans for relocation of the existing fuel tank and construction of the new fueling facility. Provide the site/electrical plans, specifications and details for the proposed relocation including new power and control as needed.

15. Prepare miscellaneous details required for construction.
16. Prepare construction work area/phasing/safety plans for the construction drawing set.
17. Attend two (2) meetings with the Port to discuss options for phasing airport operations during construction and development of work areas.
18. The project manager and project engineer will make one (1) site visit and inspection during the survey and geotechnical investigation.
19. The project manager and project engineer will attend a 60% review meeting with the Port to discuss alternatives and cost at the Port offices.
20. Attend up to two (2) miscellaneous Port or Airport Advisory Committee meetings. The project manager and project engineer will attend each meeting.
21. Prepare preliminary quantity and construction estimates for the project.
22. Prepare preliminary (90%) plans.
23. Prepare preliminary contract documents (90%), including contract boilerplate and technical specifications for the Project.
24. Provide five (5) sets of review documents.
25. Prepare an engineer's design report for Port use.
26. Solicit, receive, record and incorporate into the final form of the preliminary design documents, all comments on preliminary design from the Port.

Task 5 Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final construction drawings.
3. Provide the final contract manual, including contract boilerplate and technical specifications. Develop specifications using the Oregon Standard Specifications for Construction.
4. Complete final quantity calculations and prepare an Engineer's detailed estimate of construction costs for the project.

- 5. Submit final construction documents for bidding to the Port.

Task 6 Bidding Period Services

- 1. Answer questions and provide clarifications to potential bidders during the construction contract bidding process. The Engineer will distribute bidding documents to bidders and plan centers as requested by the Port.
- 2. Prepare addenda as necessary to clarify bid documents. Distribute any necessary addenda to bidders and plan centers.
- 3. Organize, attend, and conduct a pre-bid conference. The project manager will attend the meeting.
- 4. Analyze bids and make a recommendation to the Port for award of bid.

PHASE II – CONSTRUCTION SERVICES

Construction services are not included. These services will be performed under a separate agreement or work order.

SCHEDULE FOR SERVICES

CWEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

CWEC anticipates Notice-To-Proceed for this Scope of Services February 7, 2018 and anticipates task completion by June 1, 2018. Detailed schedule is attached as Exhibit A.

COMPENSATION

In return for the performance of the foregoing obligations, Owner shall pay to CWEC the not to exceed amount of **\$208,080.04** based on the attached Fee estimate attached as Exhibit B.

IN WITNESS WHEREOF, Owner and CWEC have executed this Task Order.

PORT OF HOOD RIVER
(Owner)

Century West Engineering Corporation
(CWEC)

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

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Port of Hood River - Ken Jernstedt Airfield
Task Order #5 - Site and Civil Design and Bidding Services - Fee Estimate
Aviation Technology & Emergency Response Center Project
CWE Contract # 12399.013.01
CENTURY WEST ENGINEERING CORPORATION
1/23/18

	Principal \$225.00	Sr. Project Manager \$180.00	Project Engineer \$121.00	Engineer- In-Training (EIT) \$95.00	CADD Technician \$80.00	Clerical \$71.00	Total Hours	Total Fees
Phase 1 - Design and Bidding Services								
Task 1: Project Management								
Finalize Scope and Schedule, Negotiate Contract	4	6	12			4	14	\$2,264.00
Project Administration	2	32	12			16	62	\$8,798.00
Coordinate Team and Subs	12	8	12				20	\$2,892.00
Conduct In-House QA/QC		12	12				36	\$6,312.00
Subtotal Task 1:	18	58	36	0	0	20	132	\$20,266.00
Task 2: Design Surveying								
Coordination with Survey Subconsultant	0	4	4	0	0	0	8	\$1,204.00
Subtotal Task 2:	0	4	4	0	0	0	8	\$1,204.00
Task 3: Geotechnical Investigation								
Coordination with Geotechnical Subconsultant	0	4	4	0	0	0	8	\$1,204.00
Subtotal Task 3:	0	4	4	0	0	0	8	\$1,204.00
Task 4: Preliminary Design								
Review Prior Mapping and Plans		8	2		2		4	\$402.00
Site Visit During Survey/Geotechnical		8	8				16	\$2,408.00
60% Review Meeting w/Port		8	8				16	\$2,408.00
Concept Review Meetings (2)		16	16				32	\$4,816.00
Misc. AAC or Port Meetings (2)		16	16				32	\$4,816.00
Preliminary Plans-Approx. 34 Sheets (90%)	2	40	160	240	300		742	\$73,810.00
Preliminary Contract Manual (90%)		8	24	12	8	16	60	\$6,620.00
Preliminary Engineer's Estimate		2	8	8	8		34	\$3,488.00
Prepare Pavement Design		2	2	2	2		12	\$1,280.00
Print Review Documents (5 sets)		2	2	2	2	2	6	\$662.00
Engineers Design Report		2	2	2	4	2	28	\$3,034.00
Submit Design Report & 90% Documents		2	2			2	4	\$502.00
Subtotal Task 4:	2	106	254	284	318	22	986	\$104,246.00
Task 5: Final Design								
Incorporate Review Comments		2	6	40			8	\$1,086.00
Final Construction Plans	2	6	6		40		94	\$9,256.00
Final Contract Manual	2	2	6				10	\$1,536.00
Final Engineer's Estimate		2	2	6		4	14	\$1,456.00
Print 35 Sets, Submit to Port and FAA			2		2		6	\$544.00
Subtotal Task 5:	4	12	22	46	42	6	132	\$18,876.00
Task 6: Bidding Period Services								
Assist with Bid Questions, Prepare Addenda	2	8	20	8		8	46	\$5,638.00
Conduct Pre-bid Conference		8	8			2	18	\$2,550.00
Bid Review/Recommendation		2	2			2	6	\$744.00

Subtotal Task 6:		2	18	30	8	0	0	12	70	\$8,992.00
Century West Expenses										
Site Visit for Survey/Geotechnical		Miles		Rate	Each	Markup				
Concept Review Meetings with Port Staff		138	\$	0.54	1	1.1				\$81.97
60% Review Meeting		130	\$	0.54	2	1.1				\$154.44
Misc. AAC or Port Meetings		130	\$	0.54	1	1.1				\$77.22
Pre-Bid Conference		130	\$	0.54	2	1.1				\$154.44
		138	\$	0.54	1	1.1				\$81.97
Copies										\$50.00
Postage										\$500.00
Printing										\$1,500.00
Plotting										\$150.00
Field Supplies										\$50.00
Phase 1 - Task 2 - Survey Subconsultant - Terra Surveying										
										\$3,300.00
Phase 1 - Task 3 - Geotechnical Subconsultant - Foundation Engineering Inc.										
										\$8,250.00
Phase 1 - Task 4 - Landside Civil Design - Vista GeoEnvironmental Services										
										\$38,500.00
Phase 1 - Task 4 - Electrical Subconsultant - R&W Engineering										
										\$5,500.00
Subtotal Subconsultants and Expenses										
Total Hours		26	202	350	338	360	0	60	1336	\$58,350.04
Total Fees		\$5,850.00	\$36,360.00	\$42,350.00	\$32,110.00	\$28,800.00	\$0.00	\$4,260.00	-	\$208,080.04

Commission Memo



Prepared by: Anne Medenbach
Date: February 6, 2018
Re: Contract with EcoNorthwest

The Port owns a variety of property types and utilizes them to support and encourage economic growth in the District. The Board has asked for an actionable development strategy for this portfolio.

Much analysis has been completed and the development strategy is composed of three separate groupings:

1. A benchmark of our current buildings and properties, including: performance, characteristics, and overall property mix.
2. Development options; analysis of the viable options for each property i.e., develop/redevelop, sell, or lease. Analysis of each option's effect on cash flows, return on investment and property mix?
3. Prioritization of options based on: available cash/debt, opportunity, and relationship to bridge effort.

Staff has met with EcoNorthwest (EcoNW) to develop a scope of work for consulting to help frame this effort. The Port would provide the data and direction, while EcoNW would provide input and strategy on workshops, outlines, and final product. The goal is to hold two workshops with the board during the regularly scheduled meetings in March to work through items 1 & 2 listed above. During spring planning, item 3 would be finalized and inform the upcoming year's budget as well as the 10 year model.

RECOMMENDATION: Approve contract with ECONorthwest for portfolio consulting services not to exceed \$16,000.

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**Personal Services Contract
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and ECONorthwest ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$16,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through May 1, 2018. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor: ECONorthwest

Port of Hood River

Signed:	Signed:
Title:	Title: Executive Director
Date:	Date:
Address:	Address: 1000 E. Port Marina Drive, Hood River, OR 97031
Phone/Email:	Phone/Email: (541) 386-1645/ porthr@gorge.net

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

See attached proposal.

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be:

1. Template for 1 page cut sheets
2. Direction to Port for specific financial assessment content for development strategy document.
3. Development strategy report
4. Development, preparation and presentation material and presentations for two work sessions.

Project to be completed by April 17, 2018 or Spring Planning, if the April 17th date changes.

III. CONSIDERATION:

The work detailed in this contract will be completed on a time and materials basis, not to exceed \$16,000.

Hourly rates under this Contract shall be:

Table 1. Hourly Labor Rates

Personnel	Hourly Rate
Mike Wilkerson - Project Director	\$195
Matthew Craigie - Project Manager	\$140
Michelle Anderson - Project Associate	\$115
Research Analyst	\$85

Reimbursables under this Contract shall be: none.

IV. BILLING AND PAYMENT PROCEDURE:

The Contractor shall submit to the Port for payment an itemized invoice in a form and in sufficient detail to determine the work performed for the amount requested. The invoice shall contain at a minimum:

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

Invoices may be submitted monthly, or at such other interval as is specified below:

The Port shall process payment in its normal course and manner for Accounts Payable, net 30 days.

**Personal Services Contract
Exhibit B**

INSURANCE

Contractors, please send this to your insurance agent immediately.

During the term of this Contract, Contractor shall maintain in force at its own expense, each insurance noted below:

- 1. 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 order ORS 656.027.)

_____ Required and attached OR _____ Contractor is exempt

Certified by Contractor: _____
Signature/Title

- 2. 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 the Contractor's services to be provided under the Contract.

_____x_____ Required and attached Waived by Finance Manager _____

- 3. 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.

_____x_____ Required and attached Waived by Finance Manager _____

- 4. 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 acts, errors or omissions in any way related to this Contract.

_____x_____ Required and attached Waived by Finance Manager _____

- 5. **Certificate of Insurance.** 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 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 must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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DATE: February 1st, 2018
TO: Michael McElwee, Anne Medenbach – Port of Hood River
FROM: Matthew Craigie
SUBJECT: PORT OF HOOD RIVER DEVELOPMENT STRATEGY SCOPE OF WORK

Project Understanding and Approach

The Port of Hood River (the Port) owns a number of properties, both improved properties with buildings and vacant land, and wants to maximize the management of these properties in a way that achieves the Port's policy goals. To that end, the Port desires a real estate development and management strategy to guide decision-making regarding Port-owned properties.

Property development strategies can take several forms. For this project, the Port of Hood River seeks to present a development strategy to the Port Commission in time for near-term decision-making, and more specifically, to plan for the Port's budgeting process for the upcoming Fiscal Year 2018-19.

We propose to assist the Port with compiling data related to Port-owned properties, perform financial analyses, assist with the writing of the strategy, and through a series of meetings, help the Port Commission decide on a development strategy direction that is in line with their policy goals.

Work Plan

Mike Wilkerson will serve as Project Director, Matthew Craigie will serve as Project Manager, and Michelle Anderson will serve as Project Associate on this project.

ECONorthwest staff will work side by side with Port Staff on this project. Deliverables will be in the Port's format and co-authored by Port Staff and ECONorthwest employees. Our key role in this project is to provide guidance, perform analyses, and give professional advice regarding the Port's development strategy. Our proposed work plan is as follows.

Task 1: Property Inventory Outline and Financial Capability Discussion

The purpose of this task is to assist Port staff with the creation of a thorough and complete inventory of the Port's real property holdings and provide an opinion of the Port's financial capacity.

Property inventory. Port staff has already compiled data on each of the Port properties. We will assist the Port staff with organizing these data in a clear one-page "cut-sheets" for presentation to the Port Commission. Our role will be to provide a clear outline for the cut-sheets. These cut sheets will eventually be an appendix to the development strategy report.

Financial assessment. We will assist with a threshold assessment of the Port's current debts and other financial obligations to provide a snapshot of the Port's current financial capacity for property modification, enhancement, or acquisition. We will rely heavily upon data gathering that Port staff has already completed to conduct this work. The assessment will entail a review of the Port's financial documents and a discussion with the Port's CFO. The assessment will be summarized and added as a section to the development strategy report.

Deliverables: (1) Outline of one-page cut sheets for each Port Property. These cut-sheets will be folded into the final Development Strategy as an appendix and (2) Brief financial assessment summary for the development strategy document.

Responsibilities: ECONorthwest will assist the Port staff by providing an outline for the cut-sheets. We will also discuss the Port's financial capacity with the Port CFO and summarize the conclusion of that conversation in a section of the development strategy report. The Port will produce the cut-sheets in their own format. The Port will provide already assembled data on Port owned properties, and information related to debts and other financial obligations and projections.

Task 2: Working Development Strategy report and Associated Analysis

This task entails drafting a development strategy report that ties together the inventory, analysis, and assessment of Task 1 with the Port's policy goals and objectives. The development strategy will be a working document that is developed incrementally over the course of the project, and evolves as the Port Commission weighs in at key decision points during their meetings. Although subject to change as the project unfolds, we propose a living document with a basic structure as follows:

- **Purpose and Context** – This section will describe the purpose and background of the project. The section sets the stage for the reader, laying out what they can expect in the rest of the document and giving them direction regarding the framework of the discussion, definitions, and analytical methods used.
- **Property Assets and Current Financial Capacity** – This section will provide a summary of the Port's real property assets, and present the assessment of the Port's debts and financial capacity. Marrying these two components, this section will provide a detailed discussion regarding the Port's capability to enhance current properties, or acquire new properties.
- **Development Strategy** – This portion of the document presents a discussion on the opportunities and drawbacks related to several possible alternatives for carrying out property related actions aimed at achieving the Port's policy goals. The focus of this section will be on presenting the trade-offs between the alternatives through a clear, and data-rich process. It will help the Port to prioritize property investments, based on an assessment of potential return on investment.

-
- **Appendices** – The document will feature appendices that provide detail regarding the Port owned property inventory, debts and financial obligations, policy-related documents, and other related memoranda.

Deliverable: Development strategy report.

Responsibilities: ECONorthwest will assist the Port staff with framing, and drafting of the report. The report will be a collaboration between Port and ECONorthwest staff. The report will be in a Port format. The Port will assist with data gathering, and drafting of the report.

Task 3: Ongoing Coordination and Port Commission Meetings

The focus of this project is to promote a robust and data-driven discussion of the Port Commission regarding the Port's property holdings, capabilities to enhance these holdings, and to ultimately advance the Port Commission's policy goals. To achieve this mission, ECONorthwest will prepare presentation materials and give presentations in up to two meetings to fully inform and prepare the Port Commission for development strategy related decision-making.

This task also includes weekly check-ins with the Port's project manager.

Deliverables: Meeting preparation materials and presentations, at a cost of approximately \$2,000 per meeting, including presentation development.

Responsibilities: ECONorthwest will assist with meeting material preparation and presentations as needed for up to three Port Commission Meetings.

Work Timeline and Budget

We understand that the Port desires to finish this work during the April 17th, 2018 Port Commission Meeting. This accelerated timeline has several implications:

- To meet this deadline, we will need to be under contract and have all available property-related data and financial capacity information by February 9th 2018.
- We will set up weekly phone check-ins between Port Staff and ECO employees to ensure a successful work flow.
- Each task will be carried out as a collaboration between Port Staff and ECO employees. In most cases, ECO employees will be responsible for a review Port documents and analyses, and providing strategic guidance as needed. Roles and responsibilities will be a primary agenda item during the weekly check-ins
- Development strategies are evolving efforts that require flexibility to respond to market trends, community changes, and stakeholder feedback. We view this project as the initial step towards a longer, more comprehensive, development strategy. Decisions made by the Port Commission may be sufficient for near-term financial planning, however we strongly encourage the Port to revisit this work over the next few years, involving a

broader group of stakeholders, and refining the analyses and development alternatives as needed.

Timeline

Key milestones for this project will be work sessions with the Port Commission, leading up to the April 17th Spring Financial Planning Meeting. The three work sessions are outlined below:

- March 20th – First Work Session. ECO and Port Staff present the framing of the strategy, the Port’s property inventory, and preliminary findings related to the financial assessment.
- April 2nd – Second Work Session. ECO and Port staff present several strategy alternatives. The question to the Port Commission during this meeting is whether these are the correct alternatives for consideration, and if they require modification, elimination, or further analysis.
- April 17th – Third Work Session. (*ECO does not attend*). Port staff facilitates a strategy discussion and decision-making process. During this meeting, the Port will choose a development strategy alternative to pursue and direct Port staff to incorporate the strategy actions into financial planning efforts for Fiscal year 2018-19.

Budget

We propose to conduct the work program detailed in this document on a time and materials basis with a not-to-exceed amount of \$16,000.

Table 1. Hourly Labor Rates

Personnel	Hourly Rate
Mike Wilkerson – Project Director	\$195
Matthew Craigie – Project Manager	\$140
Michelle Anderson – Project Associate	\$115
Research Analyst	\$85

Commission Memo

Prepared by: Michael McElwee
Date: February 6, 2018
Re: Jensen Parking Lot Civil Engineering



In February 2017, the Port retained Summersett Civil Engineering (SCE) to prepare plans to pave the gravel parking lot west of the Jensen Building. Such a project is in a high-profile area of the waterfront and subject to multiple City of Hood River reviews and permits. On February 1 the Port received Administrative Site Plan Review Approval from the City. The Port is now in a position to proceed with final construction drawings in preparation for bidding this spring. The attached contract would engage SCE to complete the required work prior to the bid period. The approved site plan is also attached.

STAFF RECOMMENDATION: Authorize contract with Summersett Civil Engineering for engineering services associated with the West Jensen Parking Lot not to exceed \$9,000, for a total contract amount not to exceed \$16,000 plus reasonable reimbursable expenses.

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**AMENDMENT NO. 2
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this **2nd day of February, 2018** by and between Summersett Civil Engineering, LLC ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated February 12, 2017 for civil engineering services associated with a new parking lot ("Project") and such Contract was amended on July 6, 2017; and

WHEREAS, the Port desires that additional engineering services be performed by Contractor including plan changes based on City review of the Site Plan Review Application, construction specifications and bid period assistance when specifically requested by Port staff; and

WHEREAS, all terms used in this Amendment No. 2 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 amount not to exceed **\$9,000** for a total contract amount not to exceed **\$16,000** plus reasonable reimbursable expenses.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 2 to be duly executed the day and year first above written.

Summersett Civil Engineering, LLC

Port of Hood River

Shawn Summersett, P.E.
202 Oak Street Suite #140
Hood River, Oregon 97031
(503) 352-9313

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

Exhibit "A"Amendment No. 2
Scope of Services

PROJECT ADMINISTRATION

- Review COHR Site Plan Review Decision & Conditions
- Carry Out General Project Management Tasks
- Attend Construction Site Permit Pre-Submittal Meeting and Assist Port in Preparation of Construction Site Permit Application

UTILITIES

- Stormwater: Prepare Onsite Runoff Conveyance Calculations, Stormwater Management Plan, and O&M Manual for Water Quality Catch Basin

CONSTRUCTION DOCUMENTS

- Prepare Construction Plans & Specifications including Cover Sheet, General & Discipline Notes Sheet, Erosion Control Plan, Parking Layout Plan & w/Notes and Details
- Prepare Landscape Plan Base and Incorporate Plant Notes as directed by Port
- Incorporate Changes per City Review

CONTINGENCY

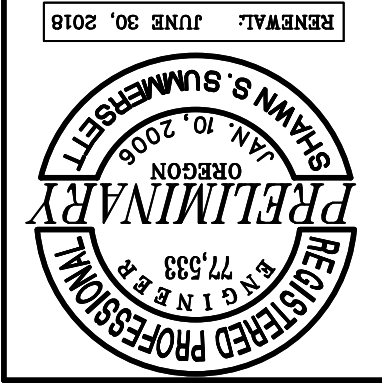
- \$1,000 of Contractor fee shall be considered contingency and used based on approval of Port Staff

NOTE: Construction Period Services will be considered Additional Services.

Jensen Beach Parking Concept Design Plan

400 Portway Avenue, Hood River, OR 97031

SUMMERSSETT CIVIL ENGINEERING
 202 Oak Street, Suite 140
 Hood River, OR 97031
 (541) 352-9313

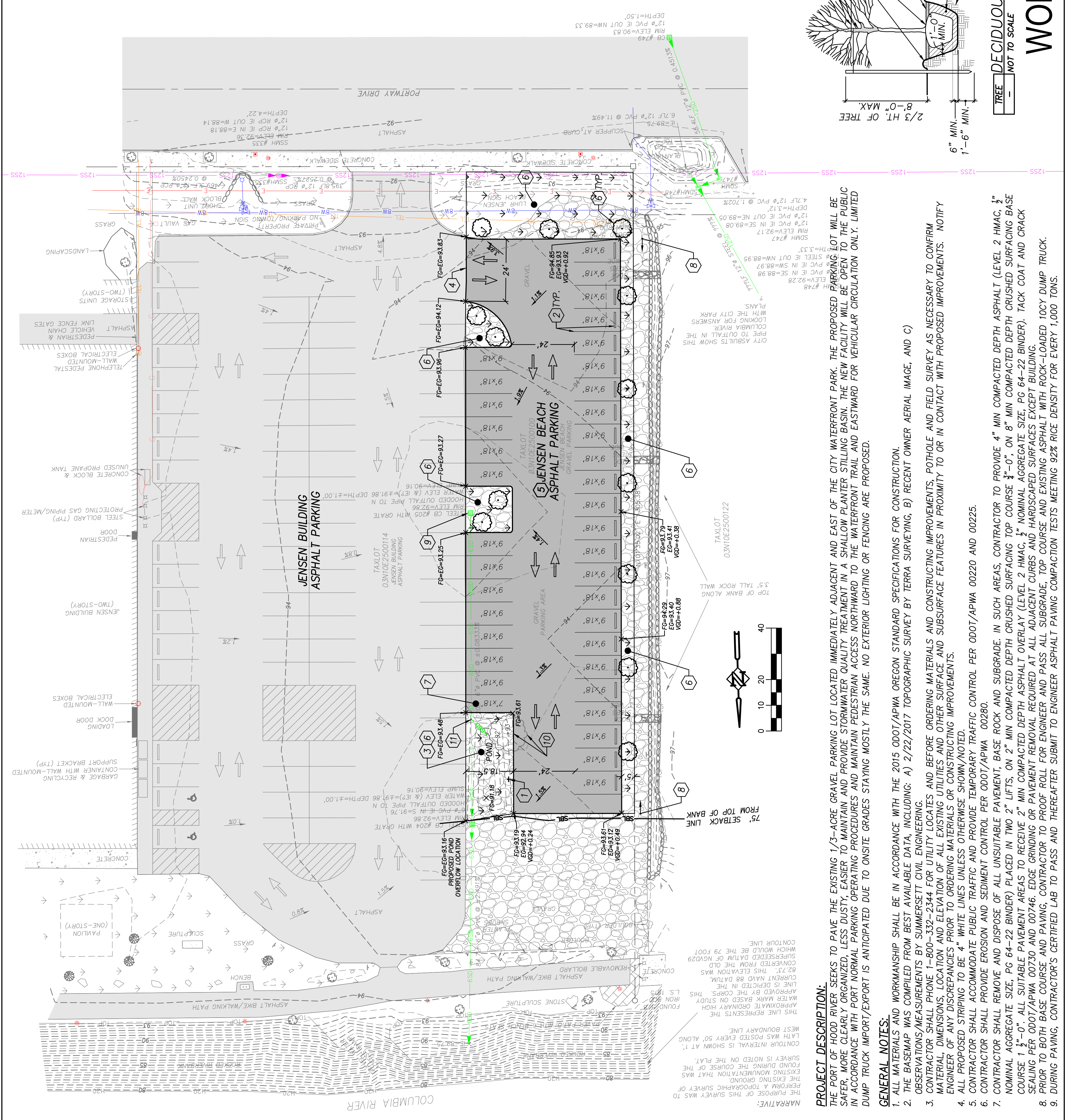
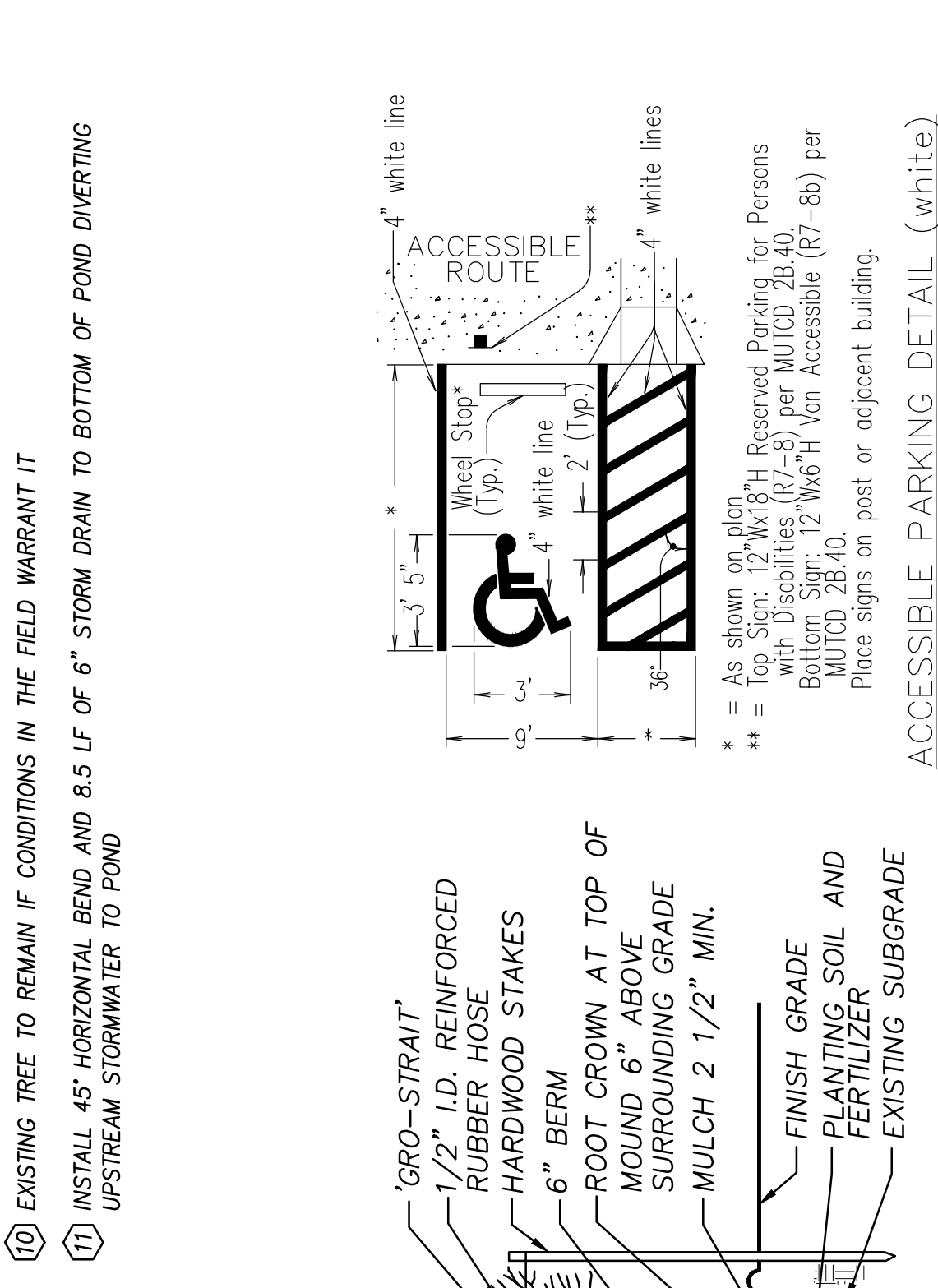


DESIGNED:	SSS
DRAWN:	MJE
CHECKED:	
DATE:	

DATE	NO.	DESCRIPTION

- LEGEND:**
- SET 5/8" IRON ROD
 - FOUND MONUMENT OF RECORD
 - CALCULATED, NOT FOUND OR SET
 - ◆ IBM CONTROL POINT-60D NAIL/MAGNAIL
 - ◆ TELEPHONE PEDESTAL
 - ◆ LIGHT
 - ◆ LIGHT METER
 - ◆ STORM VALVE
 - ◆ FIRE HYDRANT
 - ◆ WATER VALVE
 - ◆ BOLLARD
 - ◆ SIGN
 - ◆ CATCH BASIN
 - ◆ SANITARY SEWER MANHOLE
 - ◆ STORM WATER MANHOLE
 - ◆ SPOT ELEVATION
 - ◆ 8" PONDEROSA PINE
 - ◆ 2"- 4" ORNAMENTAL TREE
 - ◆ 12" BIRCH TREE
 - ◆ PROPOSED DECIDUOUS TREE
 - ◆ FC-FINISH GRADE
 - ◆ FCB-BOTTOM OF CURB
 - ◆ FOS-VERTICAL GRADE DIFFERENCE
- LINE LEGEND:**
- 12.50 STORM DRAIN LINE & DIAMETER
 - 12.55 SANITARY SEWER LINE & DIAMETER
 - 8-W WATER LINE & DIAMETER
 - TEL CENTURY LINK LINE
 - 6 NATURAL GAS LINE

- CONSTRUCTION NOTES:**
- INSTALL MUTCD 12"x12" NO PARKING (SYMBOL) SIGN R8-3
 - PAVEMENT MARKING AND WHEEL STOP (TYP.), SEE DETAIL TMS600/SHEET 1. HOW MANY ADA STALLS ARE NEEDED?
 - VEGETATED STORMWATER POND TO IMPOUND WATER QUALITY STORM EVENT VOLUME = 390 CF MINIMUM (421 CF CURRENTLY SHOWN BETWEEN 91.18 BOTTOM SPOT ELEVATION SHOWN AND OVERFLOW ELEVATION OF 92.86). POND OVERFLOWS INTO EXISTING CB GRATE WITH EXISTING HOODED OUTFLOW PIPE FOR TRAPPING FLOATABLES. 3.6" FREEBOARD BETWEEN EXISTING CB OVERFLOW RIM = 92.86 AND PROPOSED OVERFLOW LOCATION SHOWN AT LOWEST PROPOSED ASPHALT FG = 93.16.
 - CONNECT TO EXISTING PARKING LOT CIRCULATION
 - NEW 37 STALL, 12,182 SF (57% OF 21,529 SF TOTAL PROJECT AREA) PARKING LOT TO MAINTAIN 24' MIN. AISLE WIDTH IN TWO-WAY TRAFFIC AREA.
 - SITE SPECIFIC LANDSCAPING. 4,177 SF (19% OF 21,529 SF TOTAL PROJECT AREA) EXCEEDS 10% MINIMUM PER HRMC 17.17.040. 14 TREES (13 PROPOSED, 1 EXISTING) EXCEEDS HRMC 17.03.130.H.2 REQUIREMENT OF 1 TREE PER 7 PARKING STALLS.
 - 8 SHORT-TERM BICYCLE PARKING SPACES MEETS HRMC 17.20.040 MINIMUM REQUIREMENT FOR PARKS (ACTIVE RECREATION AREAS)
 - GRADE AT CONSTANT SLOPE FROM PROPOSED ASPHALT WEST EDGE TO TOE OF ROCK WALL AS DIRECTED BY THE CITY
 - EXISTING CB TO REMAIN
 - EXISTING TREE TO REMAIN IF CONDITIONS IN THE FIELD WARRANT IT
 - INSTALL 45' HORIZONTAL BEND AND 8.5 LF OF 6" STORM DRAIN TO BOTTOM OF POND DIVERTING UPSTREAM STORMWATER TO POND



PROJECT DESCRIPTION:
 THE PORT OF HOOD RIVER SEEKS TO PAVE THE EXISTING 1/3-ACRE GRAVEL PARKING LOT LOCATED IMMEDIATELY ADJACENT AND EAST OF THE CITY WATERFRONT PARK. THE PROPOSED PARKING LOT WILL BE SAFER, MORE CLEARLY ORGANIZED, LESS DUSTY, EASIER TO MAINTAIN AND PROVIDE STORMWATER QUALITY TREATMENT IN A SHALLOW PLANTER STILLING BASIN. THE NEW FACILITY WILL BE OPEN TO THE PUBLIC IN ACCORDANCE WITH PORT NORMAL PARKING OPERATING PROCEDURES AND MAINTAIN PEDESTRIAN ACCESS NORTHWARD TO THE WATERFRONT TRAIL AND EASTWARD FOR VEHICULAR CIRCULATION ONLY. LIMITED DUMP TRUCK IMPORT/EXPORT IS ANTICIPATED DUE TO ONSITE GRADES STAYING MOSTLY THE SAME. NO EXTERIOR LIGHTING OR FENCING ARE PROPOSED.

GENERAL NOTES:

- ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE 2015 ODOT/APWA OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- THE BASEMAP WAS COMPILED FROM BEST AVAILABLE DATA, INCLUDING: A) 2/22/2017 TOPOGRAPHIC SURVEY BY TERRA SURVEYING, B) RECENT OWNER AERIAL IMAGE, AND C) OBSERVATIONS/MEASUREMENTS BY SUMMERSSETT CIVIL ENGINEERING.
- CONTRACTOR SHALL PHONE 1-800-332-2344 FOR UTILITY LOCATES AND BEFORE ORDERING MATERIALS AND CONSTRUCTING IMPROVEMENTS. POTHOLE AND FIELD SURVEY AS NECESSARY TO CONFIRM MATERIAL, DIMENSIONS, LOCATION AND ELEVATION OF ALL EXISTING UTILITIES AND OTHER SURFACE AND SUBSURFACE FEATURES IN PROXIMITY TO OR IN CONTACT WITH PROPOSED IMPROVEMENTS. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR CONSTRUCTING IMPROVEMENTS.
- ALL PROPOSED STRIPING TO BE 4" WHITE LINES UNLESS OTHERWISE SHOWN/NOTED.
- CONTRACTOR SHALL ACCOMMODATE PUBLIC TRAFFIC AND PROVIDE TEMPORARY TRAFFIC CONTROL PER ODOT/APWA 00220 AND 00225.
- CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENT CONTROL PER ODOT/APWA 00280.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL UNSUITABLE PAVEMENT, BASE ROCK AND SUBGRADE. IN SUCH AREAS, CONTRACTOR TO PROVIDE 4" MIN COMPACTED DEPTH ASPHALT (LEVEL 2 HMAC, 1/2" NOMINAL AGGREGATE SIZE, PG 64-22 BINDER) PLACED IN TWO 2" LIFTS. ON 2" MIN COMPACTED DEPTH CRUSHED ASPHALT (LEVEL 2 HMAC, 1/2" NOMINAL AGGREGATE SIZE, PG 64-22 BINDER). TACK COAT AND CRACK COURSE 1 1/2"-0". ALL SUITABLE PAVEMENT AREAS TO RECEIVE 2" MIN COMPACTED DEPTH ASPHALT OVERLAY (LEVEL 2 HMAC, 1/2" NOMINAL AGGREGATE SIZE, PG 64-22 BINDER). TACK COAT AND CRACK SEALING PER ODOT/APWA 00730 AND 00746. EDGE GRINDING OR PAVEMENT REMOVAL REQUIRED AT ALL ADJACENT CURBS AND HARDSCAPED SURFACES EXCEPT BUILDING.
- SEALING TO BOTH BASE COURSE AND PAVING. CONTRACTOR TO PROOF ROLL FOR ENGINEER AND PASS ALL SUBGRADE, TOP COURSE AND EXISTING ASPHALT WITH ROCK-LOADED, 10CY DUMP TRUCK.
- DURING PAVING, CONTRACTOR'S CERTIFIED LAB TO PASS AND THEREAFTER SUBMIT TO ENGINEER ASPHALT PAVING COMPACTION TESTS MEETING 92% RICE DENSITY FOR EVERY 1,000 TONS.

DECIDUOUS TREE PLANTING
 TREE — NOT TO SCALE

ACCESSIBLE PAVEMENT MARKING
 TMS600 PAVEMENT MARKING — NOT TO SCALE

WORK-IN-PROGRESS (9/29/2017)