



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, March 5, 2019
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of March 5, 2019 Regular Session (*Maria Diaz – Page 3*)
 - b. Approve Contract with T&L Communications, Inc. for Fire Suppression System Repairs in Port Various Port Buildings Not to Exceed \$10,900 (*Anne Medenbach – Page 7*)
 - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,910 (*Fred Kowell – Page 31*)
 4. Reports, Presentations and Discussion Items
 - a. BreezeBy Terms & Conditions Changes (*Fred Kowell – Page 35*)
 - b. Bridge Replacement Project Update (*Kevin Greenwood (via telephone) – Page 37*)
 5. Director's Report (*Michael McElwee – Verbal*)
 6. Commissioner, Committee Reports
 - a. PNWA Mission to Washington DC *Everitt, Shortt*
 7. Action Items
 - a. Approve Amendment No. 3 to Task Order 3 with Century West Engineering for Wetland Mitigation Services at the Airport Not to Exceed \$23,627 (*Anne Medenbach – Page 45*)
 - b. Approve Task Order 6 with Century West Engineering for design of the North Ramp FAA project, not to exceed \$168,672.88 (*Anne Medenbach – Page 55*)
 - c. Approve Contract with HRK Engineering for Engineering Services at the Lower Mill Not to Exceed \$13,836 (*Anne Medenbach – Page 67*)
 - d. Approve Project Review Reimbursable Agreement with the Washington State Dept. of Transportation Not to Exceed \$62,500 (*Kevin Greenwood – Page 75*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real estate negotiations and ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.
 10. Possible Action
 11. Adjourn

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

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

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*Port of Hood River Commission
Meeting Minutes of March 5, 2019 Regular Session
Marina Center Boardroom
5:01 p.m.*

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

**5:01 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, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford, Maria Diaz.

Absent: None

Media: Emily Fitzgerald, Hood River News

- 1. **CALL TO ORDER:** President Hoby Streich called the regular session to order at 5:01 p.m.
 - a. **Modification, Addition to Agenda:**
 - 1. Added Revised Intergovernmental Agreement with ODOT for Bridge Access
 - 2. Move item (d) Approve Addendum No.1 to Lease with Real Carbon in the Big 7 Building to Action Item.

- 2. **PUBLIC COMMENT:**
 - a. None

- 3. **CONSENT AGENDA:**
 - a. Approve Minutes of March 5, 2019 Regular Session.
 - b. Approve Lease with Hood River Yacht Club at South Basin Dock.
 - c. Approve Extension of Lease Term with Oregon Brineworks in the Timber Incubator Building.
 - d. Approve Contract with PSquare for Installation of Lane System Accessory Component Upgrades

Motion: Move to approve Consent Agenda.
Move: Everitt
Second: Shortt
Discussion: None
Vote: Unanimous

4. **REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:**

- a. **Hood River Valley Multi-Jurisdictional Parks Open Space & Recreational Master Plan Update** –Mark Hickock provided a slide presentation on the Hood River Valley Multi-Jurisdictional Parks Open Space & Recreational Master Plan. Mr. Hickock noted that an invitation for participation for this plan has been extended to City, County, Port of Hood River and Hood River School District. Hickock informed that the plan is comprised of an assessment of the properties and inventory, and community outreach. Hickock then reviewed the survey’s findings, noting that trails and waterfront parks and open spaces came in on top for community needs to utilize. Athletic fields came in to a lower interest to the community, a notable change since the 2012 Master Plan. Hickock relates this to different factors but also to a decrease in interest on certain sports that were historically in the past more popular. Indoor recreational space, likewise, came on top in the survey. Hickock verbalized that a joint effort is important to meet some community needs, for example, the desire of a community center. Hickock also expressed the desire for all agencies to adopt the plan and have goals listed within a matrix for all agencies, as well as to show how all agencies are inter-related. Hickock provided an update of the previous group meeting, noting that there was a consensus that all agencies within their agency discuss the plan goals, roles, and capital improvements, and to delegate two members, two elected officials within their agency to come back with feedback for the Master Plan within the next two months.

- b. **Event Site/Marina Restroom Improvement Presentation** - Liz Olberding, Architect rendered a three-dimensional sketch for the Event Site and Marina Restrooms upgrades. Olberding first demonstrated the recommended changes for the Marina restrooms to meet ADA compliance and the first recommended change based on her analysis is to

construct a new 80-85 feet long path that would meet the 5% slope require by ADA, furthermore, an 8.3% sloped path with landings and handrails with a much higher cost was mention as another option. Olberding mentioned that interior changes for two of the bathrooms would be minimal and recommended that grab bars and sinks be replaced, leaving more of the significant changes to the two unisex bathrooms. The second demonstration Olberding provided was the recommended changes for the Event Site bathrooms. Olberding noted that the main critical issue presented with the Event Site restrooms was that they are being used mainly for changing and to alleviate restrooms to be used for the intended purpose, she proposes construction of a 10' x 24' fence enclosure to provide changing rooms, and a 3' cantilevered roof extension and an additional 10' front cover area. The Commission expresses consensus to have staff continue with process and present an estimated cost.

c. Financial Report for the Six Months Ending December 31, 2018. Fred Kowell, Chief Financial Officer, presented an update for financial reports. Kowell started with an update for the Bridge Traffic and Revenue Report, he noted no significant changes in traffic between first quarter to second quarter. Kowell then presented the Schedule of Expenditures, he explained the Personal Services were on track accordingly, Materials and Services were high due to yearly tax expenditures, and revenues showing much higher. He outlined that Maintenance is incurring higher than expected on equipment and vehicles gasoline.

d. Bridge Replacement Project Update. Kevin Greenwood, Bridge Replacement Project Director, summarized the memo from WSP regarding a change in scope for the Navigation Impact Report. Greenwood explained that the changes are due to requested US Coast Guard Permit Coordination on the navigation clearance for the replacement bridge. Greenwood further explained that the reallocating budget across tasks to have no change in total contract value. In conclusion to the task change, Greenwood note that if there were adjustments within a task with the WSP contract, Michael McElwee, Executive Director would manage the task changes. For material budget bottom line changes, Commission approval is required. Greenwood lastly advised Commission that ODOT has now been elevated to a peer partner lead agency after discussions with FHWA.

5. Director's Report: Michael McElwee, Executive Director recommended that the April 2 Spring Planning and Commissioners Meeting be moved to April 9, 2019 and the second monthly Commissioners Meeting to April 23, 2019. McElwee provided Commissioners with the Summit Strategies Agenda for the PNWA Mission to Washington DC. Commissioners and Director discussed feedback for the Retreat Meeting. McElwee noted that having an evaluation process and specific job description forms for Port's staff by May is one of his goals for the Working Plan. McElwee lead Genevieve Scholl to brief staff with Gorgeous Nights Reception agenda. Scholl noted that Governor Kate Brown will be attending the first night of Gorgeous Nights Reception and 67 RSVPs. McElwee informed that the Marina Green will not be available for usage until is in better conditions. McElwee also noted that Mark's Marine will be repairing pilings that were demanded by the Queen of the West this past summer and using the Cruise Ship Dock to perform repairs for another customer. McElwee informed that a demand for a resource in Nichols Basin for people to leave drafts and kayaks is still a budget challenge. He advised Commissioners staff will continue to research the market for alternatives. McElwee briefed the Commission that the Lower Mill wetland permit submission has been returned for further explanations, and this would impact the ConnectOregon VI Project. He advised Anne Medenbach will continue to work on permit. McElwee concluded his report with updates for various maintenance projects.

6. COMMISSIONER, COMMITTEE REPORTS:

Anne Medenbach briefed the Commission on the AAC Meeting, held on February 19, 2019. She noted that Port held a meeting with Jeanette Road residents to go over COVI project on February 8, 2019, FBO fuel sales were up in January and down in February, WAAAM will be moving forward with fundraising for new expansion, and CGCC is moving ahead with their plan for a Skill Center in the Dalles with an interest in aviation.

7. ACTION ITEMS:

a. Approve Lease Addendum No. 3 with Pfriem Brewing Co. in the Halyard Building. Authorize lease addendum No.3 with Pfriem Brewing Co. business expansion plan wherein significant tenant-funded improvements are

needed to accommodate their business. This addendum requires additional exterior building space be converted from parking to other uses.

- Motion:** Approve Lease Addendum No. 3 with Pfriem Brewing Co. in the Halyard Building
- Move:** Sheppard
- Second:** Everitt
- Discussion:** None
- Vote:** Unanimous

b. Approve Lease Addendum No.3 with Pfriem Brewing Co. Exhibit B - Contract with Pacific Power. Authorize general contract with Pacific Power (PP&L). Business expansion plan wherein significant tenant-funded improvements are needed to accommodate their business. Improvements require additional power- Pacific Power needs to install an additional transformer to meet Pfriem power needs.

- Motion:** Approve General Contract with Pacific Power.
- Move:** Everitt
- Second:** Shortt
- Discussion:** None
- Vote:** Unanimous

c. Approve Intergovernmental Agreement with ODOT for 1-84 Bridge Replacement Project Access. Authorized Inter-Governmental Agreement with the Oregon Transportation providing access for the I-84 Bridge Replacement Project

- Motion:** Approve Intergovernmental Agreement with ODOT for Bridge Access, subject to changes and modification by Executive director and reviewed by Port’s counsel.
- Move:** Shortt
- Second:** Meriwether
- Discussion:** Subject to modifications to IGA; verbiage regarding completion or termination agreement for restoring property agency’s property and access route, and verbiage added for Port ability to terminate agreement.
- Vote:** Unanimous

d. Approve Addendum No. 1 to Lease with Real Carbon in the Big 7. Authorize Lease Addendum No.1 with Real Carbon in the Big 7 to continue through January 31, 2019, one Lease Renewal option term of two years through January 31, 2022 is added to the Lease on the condition that Lessee complies with all option term requirements in Lease.

- Motion:** Approve Lease Amendment with Real Carbon in the Bib 7 building.
- Move:** Meriwether
- Second:** Shortt
- Discussion:** None
- Vote:** Unanimous

8. COMMISSION CALL:

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 8:00 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

11. POSSIBLE ACTION: None.

12. ADJOURN:

- Motion:** Motion to adjourn the meeting.

Move:
Second:
Discussion: None
Vote: Unanimous
MOTION CARRIED

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

Respectfully submitted,

Maria Diaz

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
Date: March 19, 2019
Re: T & L Communications Contract

T & L Communications Inc. maintain of Port building fire systems. They do annual inspections and this year, discovered several issues that need to be fixed or updated. The attached contract is for these various repairs.

RECOMMENDATION: Approve Contract with T & L Communications Inc. for fire system repairs at multiple Port buildings not to exceed \$10,900.00

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
between
PORT OF HOOD RIVER, OREGON
and
T & L Communications Inc.

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

This Small Construction Contract ("Contract") is made by and between Port of Hood River, Oregon ("Port ") and T & L Communications Inc. ("Contractor"). The parties agree as follows:

Project Title: Fire system repairs at multiple Port buildings.

Purpose: To repair system components to ensure fire alarm systems and sprinklers are functioning properly. Items were found during period inspections.

CONTRACTOR DATA

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

Full Business Name: T & L Communications Inc.

Contact Person: Larry Bushaw

Address: PO Box 87387

City, State, ZIP: Vancouver, WA 98687-7387

Business Telephone: (360) 737-9725

Fax:

Email: office@tl-communications.com

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

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: March 20, 2019
 - b. Anticipated Final Completion Date: May 1, 2019
 - c. "Work Time In Calendar Days": 41 days
2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers' Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Quotation
 - Exhibit G – Contractor's Response to Quotation
 - Exhibit H – W-9 Taxpayer Identification Number and Certification
 - Exhibit I – ORS Chapter 279C Standard Terms for Public Works

Exhibit J – ORS Chapter 279B Standard Terms

Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

Exhibit L- Plans and Specifications

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

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

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

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

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

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

CONTRACTOR:

Contractor's Signature

Contractor's Title

Contractor's Printed Name

Date

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

PORT OF HOOD RIVER, OREGON SIGNATURE

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

Micheal McElwee, Executive Director

Date

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 616 Industrial Street in Hood River Oregon

- Maritime building
- Replace 2 gauges
- Replace 2 sprinkler heads
Big 7
- Replaces 2 OSY tampers
Port office
- Replace 1 gauge
- Replace 2 12v 7 amp batteries
Timber Incubator
- Add 3 sprinkler heads
- Add 2 sprinkler heads
400 Portway
- Replace 2 12v 7 amp batteries
- Replace 10 system sensor horn strobes
- Re-wire 10 pull stations
- Box wire

See attached quotes for specific labor rates.

CONTRACT WAGE RATES:

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

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: \$10,900

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

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

If submitted electronically, to:
porthr@gorge.net
If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

T & L Communications Inc.
PO box 87387
Vancouver WA 98687-7387

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

4-8-(M&T)



TL Communications

INCORPORATED

ALARM • SIGNALING • COMMUNICATIONS • FIRE SPRINKLERS

March 1, 2019

Port of Hood River
1000 E Port Marina Drive
Hood River, Oregon 97031
Phone: 541-399-9228
Fax: 541-386-1395

Attention: Lewis

Subject: Inspection Corrections – *Port of Hood River- 400 Portway*
400 Portway Ave Hood River, OR 97031
Proposal No.: **S25747-19**

During our recent inspections at your facility, our technician noted that there are some repairs that are necessary to ensure the proper functioning of your fire alarm system. The necessary repairs and our price to perform the work are as follows:

| | |
|---|-------------|
| • Replace (2) 12V 7Amp Batteries | \$ 90.00 |
| • Replace (10) System Sensor Horn Strobes | \$ 1,850.00 |
| • Re-Wire (10) Pull Stations | \$ 1,250.00 |
| • Box Wire | \$ 170.00 |
| • 3 Days Labor/Truck Fee | \$ 3,200.00 |
| Total: \$ 6,560.00 + | |
| applicable tax | |

NOTE: Upon acceptance we will require 50% down payment to help assist with obtaining the parts.

If you would like us to proceed with this work, please sign below and return this proposal to us. If you have any questions or concern about this proposal, please don't hesitate to call our office.

Thank you,

Larry Bushaw
President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

LB/kb



INCORPORATED
ALARM • SIGNALING • COMMUNICATIONS • FIRE SPRINKLERS

March 1, 2019

Port of Hood River
1000 E Port Marina Drive
Hood River, Oregon 97031
Phone: 541-399-9228
Fax: 541-386-1395

Attention: Lewis

Subject: Inspection Corrections – *Port of Hood River- Brown Building*
9875 Heron Drive Hood River, OR 97031
Proposal No.: **S25747-19**

During our recent inspections at your facility, our technician noted that there are some repairs that are necessary to ensure the proper functioning of your fire alarm system. The necessary repairs and our price to perform the work are as follows:

| | |
|--|-------------|
| Suite 100: | |
| • Add (3) Sprinkler Heads | \$ 1,125.00 |
| -By new room upstairs and in the Freezer | |
| Suite 400: | |
| • Add (2) Sprinkler Heads | \$ 460.00 |
| -In Freezer | |
| • Labor/Truck Fee | \$ 370.00 |
| Total: \$ 1,955.00 + | |
| applicable tax | |

NOTE: Upon acceptance we will require 50% down payment to help assist with obtaining the parts.

If you would like us to proceed with this work, please sign below and return this proposal to us. If you have any questions or concern about this proposal, please don't hesitate to call our office.

Thank you,

Larry Bushaw
President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

LB/kb



INCORPORATED
ALARM • SIGNALING • COMMUNICATIONS • FIRE SPRINKLERS

March 1, 2019

Port of Hood River
1000 E Port Marina Drive
Hood River, Oregon 97031
Phone: 541-399-9228
Fax: 541-386-1395

Attention: Lewis

Subject: Inspection Corrections – *Port of Hood River- Main Office*
1000 E. Port Marina Dr. Hood River OR 97031
Proposal No.: **s25747-19**

During our recent inspections at your facility, our technician noted that there are some repairs that are necessary to ensure the proper functioning of your fire alarm system. The necessary repairs and our price to perform the work are as follows:

| | |
|----------------------------------|---------------------------|
| • Replace (1) Gauge | \$ 45.00 |
| • Replace (2) 12V 7Amp Batteries | \$ 90.00 |
| • Labor/Truck Fee | \$ 370.00 |
| | Total: \$ 505.00 + |
| | applicable tax |

NOTE: Upon acceptance we will require 50% down payment to help assist with obtaining the parts.

If you would like us to proceed with this work, please sign below and return this proposal to us. If you have any questions or concern about this proposal, please don't hesitate to call our office.

Thank you,

Larry Bushaw
President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

LB/kb



INCORPORATED

ALARM • SIGNALING • COMMUNICATIONS • FIRE SPRINKLERS

March 1, 2019

Port of Hood River
1000 E Port Marina Drive
Hood River, Oregon 97031
Phone: 541-399-9228
Fax: 541-386-1395

Attention: Lewis

Subject: Inspection Corrections – *Port of Hood River- Big 7 Building*
6161 Industrial Hood River, OR 97031
Proposal No.: **S25747-19**

During our recent inspections at your facility, our technician noted that there are some repairs that are necessary to ensure the proper functioning of your fire alarm system. The necessary repairs and our price to perform the work are as follows:

| | |
|-----------------------------|--|
| • Replace (2) OSY Tamperers | \$ 900.00 |
| • Labor/Truck Fee | \$ 370.00 |
| | Total: \$ 1,270.00 + applicable tax |

NOTE: Upon acceptance we will require 50% down payment to help assist with obtaining the parts.

If you would like us to proceed with this work, please sign below and return this proposal to us. If you have any questions or concern about this proposal, please don't hesitate to call our office.

Thank you,

Larry Bushaw
President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

LB/kb



INCORPORATED

ALARM • SIGNALING • COMMUNICATIONS • FIRE SPRINKLERS

March 1, 2019

Port of Hood River
1000 E Port Marina Drive
Hood River, Oregon 97031
Phone: 541-399-9228
Fax: 541-386-1395
Email:

Attention: Lewis

Subject: Inspection Corrections – *Port of Hood River- 910 Portway*
910 Portway Ave Hood River, OR 97031
Proposal No.: **S25747-19**

During our recent inspections at your facility, our technician noted that there are some repairs that are necessary to ensure the proper functioning of your fire alarm system. The necessary repairs and our price to perform the work are as follows:

| | |
|---|---------------------------|
| • Replace (2) Gauge | \$ 90.00 |
| • Replace (3) Sprinkler Heads, due to paint | \$ 150.00 |
| • Labor/Truck Fee | \$ 370.00 |
| | Total: \$ 610.00 + |
| | applicable tax |

NOTE: Upon acceptance we will require 50% down payment to help assist with obtaining the parts.

If you would like us to proceed with this work, please sign below and return this proposal to us. If you have any questions or concern about this proposal, please don't hesitate to call our office.

Thank you,

Larry Bushaw
President

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

LB/kb

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

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

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

I certify under penalty of perjury that Contractor is a [check one]:
 Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature Title Date

OR

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

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

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

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

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

Signature Date

Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

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

SOLE PROPRIETOR

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

CORPORATION - FOR PROFIT

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

CORPORATION - NONPROFIT

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

PARTNERSHIP

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

LIMITED LIABILITY COMPANY

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

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

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

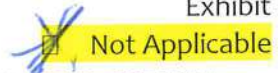
ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE

Contractor Printed

Contractor

Contractor

Dat

 Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

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

Not Applicable

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON

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

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



Exhibit K
Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON
STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS**

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

notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
 - b. Contractor may not prohibit any of the Contractor’s employees from discussing the employee’s rate of wage, salary, benefits or other compensation with another employee or another person, and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor’s employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port . Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port , interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

Commission Memo



Prepared by: Fred Kowell
Date: March 19, 2019
Re: Accounts Payable Requiring Commission Approval

| | |
|---------------------|-------------------|
| Jaques Sharp | \$8,910.00 |
|---------------------|-------------------|

Attorney services per attached summary

| | |
|--|-------------------|
| TOTAL ACCOUNTS PAYABLE TO APPROVE | \$8,910.00 |
|--|-------------------|

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JAQUES SHARP

ATTORNEYS AT LAW

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



CREDIT CARDS ACCEPTED

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

Page: 1
March 07, 2019
Account No: PORTOHaM

| | Previous Balance | Fees | Expenses | Advances | Payments | Balance |
|---|------------------|----------|----------|----------|-----------|---|
| MISCELLANEOUS MATTERS JJ | 1,408.00 | 3,410.00 | 0.00 | 0.00 | -1,408.00 | 1-6520 21-8420 0-8420 \$3,410.00 |
| ORCHARD LEASE (John Benton) | 198.00 | 0.00 | 0.00 | 0.00 | -198.00 | \$0.00 |
| LEASE ODELL BUILDING (Oregon Brineworks, LLC) | 0.00 | 88.00 | 0.00 | 0.00 | 0.00 | 702-5520 \$88.00 |
| LEASE (Real Carbon; Michael Graham) | 1,804.00 | 154.00 | 0.00 | 0.00 | -1,804.00 | 205-5520 \$154.00 |
| BRANDT LAND TRADE AIRPORT AREA | 66.00 | 0.00 | 0.00 | 0.00 | -66.00 | \$0.00 |
| LEASE (PFriem Brewing) | 22.00 | 1,408.00 | 0.00 | 0.00 | -22.00 | 307-5520 \$1,408.00 |
| PROPERTY SALE | 0.00 | 396.00 | 0.00 | 0.00 | 0.00 | 210-5520 \$396.00 |
| WASCO BUILDING LEASE (CRY Consulting, Coco Yackley) | 66.00 | 0.00 | 0.00 | 0.00 | -66.00 | \$0.00 |
| SOUTH TAXIWAY REHAB. (Airport) | 44.00 | 0.00 | 0.00 | 0.00 | -44.00 | \$0.00 |
| LEASE (Chief Consulting Group, LLC) | 22.00 | 0.00 | 0.00 | 0.00 | -22.00 | \$0.00 |

HOOD RIVER, PORT OF

Account No: Mar P

| Previous Balance | Fees | Expenses | Advances | Payments | Balance |
|---|-----------------|-------------|-------------|-------------------|--|
| ODOT BRIDGE FUNDS IGA (State of OR; ODOT) | | | | | 2-5520-100 4,2-8420 100-8420 |
| 0.00 | 44.00 | 0.00 | 0.00 | 0.00 | \$44.00 |
| STORM LINE SINK HOLE (HRD area) | | | | | 1500-322 |
| 220.00 | 990.00 | 0.00 | 0.00 | -220.00 | \$990.00 |
| TOLLS IGA (Port of Cascade Locks) | | | | | 100-5520 |
| 4,730.00 | 770.00 | 0.00 | 0.00 | -4,730.00 | \$770.00 |
| SECURITY SERVICES CONTRACT (HRT) | | | | | 300-552 |
| 0.00 | 22.00 | 0.00 | 0.00 | 0.00 | \$22.00 |
| RECREATIONAL IMMUNITY | | | | | |
| 220.00 | 0.00 | 0.00 | 0.00 | -220.00 | \$0.00 |
| CA DMV APPLICATION | | | | | |
| 22.00 | 0.00 | 0.00 | 0.00 | -22.00 | \$0.00 |
| AIRPORT EAST END ROAD | | | | | |
| 858.00 | 0.00 | 0.00 | 0.00 | -858.00 | \$0.00 |
| PROPERTY ISSUES | | | | | |
| 374.00 | 0.00 | 0.00 | 0.00 | -374.00 | \$0.00 |
| ODOT IGA - I-84 BRIDGE REPLACEMENT | | | | | 300-5520 2-5520-100 4,2-8420 100-8420 |
| 0.00 | 308.00 | 0.00 | 0.00 | 0.00 | \$308.00 |
| WSDOT IGA - BRIDGE REPLACEMENT SERVICES | | | | | 2-5520-100 4,2-8420 100-8420 |
| 0.00 | 176.00 | 0.00 | 0.00 | 0.00 | \$176.00 |
| PROPERTY PURCHASE | | | | | 1500-292 |
| 1,430.00 | 1,144.00 | 0.00 | 0.00 | -1,430.00 | \$1,144.00 |
| <u>11,484.00</u> | <u>8,910.00</u> | <u>0.00</u> | <u>0.00</u> | <u>-11,484.00</u> | <u>\$8,910.00</u> |

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 28th OF FEBRUARY UNLESS OTHERWISE STATED

Commission Memo



Prepared by: Fred Kowell
Date: March 19, 2019
Re: BreezeBy Terms & Conditions

The Port continues to encourage our customers to move from cash payments to Breezeby, but one thing that we are seeing is a large uptick in credit card fees. Part of this has to do with customers that are replenishing their accounts multiple times during the month. Staff would like to put in place some steps to assist our customers by having only a monthly charge to their accounts. Here are some steps we can take:

- A Replenishment Analysis is run on a monthly basis and calculates the monthly usage based on the last three-month usage for every account and identifies only those accounts with suggested changes to their Low Balance Total (LBT) and their Replenishment Amount (based on logic within the system). To minimize the letters sent, additional parameters are included in the process to ensure that the recommended changes are substantial compared to existing threshold.
- Letters/Emails are spooled to customers to indicate the recommended threshold and they will be given a date on which the updates will occur.
- Customers have an option to contact the Office and opt-out of the update (due to constraints like financial hardship or other reasons).
- If the customer does not contact the CSC to opt-out of the replenishment update, a second monthly process will run on the due date which updates the thresholds as recommended by the Replenishment Analysis process. Accounts that have opted out will not be updated. An email will be sent to the customer indicating that the thresholds have been changed.

The Replenishment Analysis process can also be programmed to recommend a reduction in the thresholds automatically when the usage decreases. The front office will be able to reduce the threshold if requested by the user.

This will be a win-win for both the customer and the Port by having fewer charges to a customer's bank card during the month and having a more suitable charge based upon a customer's activity.

RECOMMENDATION: Discussion.

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Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

March 19, 2019

The following summarizes Bridge Replacement Project activities from Mar. 5-14, 2019.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

Key Milestones to follow:

Several meetings have been held with ODOT and FHWA. ODOT will now have an increased role as a co-lead agency. With this increased stature, ODOT has requested additional information that will extend some review periods. In addition, FHWA would like to review final reports, not concurrently along the Port and ODOT.

WSP has distributed the March schedule and a change log based upon requests from the agencies and weather-related delays.

Change log is a good addition, but staff will be discussing adding additional milestones aside from the ROD. Staff is looking to better explain delays that don't result into a schedule impact. Staff also wants to show the critical path on the key milestones and how delays affect those results.

Navigation Impact Report

Survey is underway. Project team has presented project to USCG Harbor Safety Committee. It looks unlikely that a vessel over 80-ft. will be identified.

Other items

- Met with Coast Guard (USCG) and Army Corps (USACE) on March 14th to discuss navigation issues and to follow up on permit plan. The primary NEPA issue for the USCG is to confirm the clearance prism under the bridge and they agreed to send a memo noting that they are in agreement with the 80' clearance. The USACE does require that a permit plan (Sec. 404/408) be included as part of NEPA. Project Director will be following up with USACE on discussing potential of reimbursement responsibilities for the project.
- A number of memos/reports are being reviewed and making the rounds.

GOVERNMENT AFFAIRS UPDATE

SB 5971 and 5972 continue to work their way through the Senate Committee process.

Staff will attend and bring project boards to *Gorge-ous Night* event in Olympia (March 19th). Project Director had the opportunity to brief Governor Brown on the NEPA process.

PUBLIC INFORMATION UPDATE

- Presenting to Hood River Rotary on April 18th.
- Presenting to Hood River City Council on April 22nd.
- April Update is included in the packet.



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Projected Work – Through March 2019
DATE: March 12, 2019

The following work is projected to occur from March 12-March 31:

TASK 1. PROJECT MANAGEMENT

- Client progress meeting on March 22
- Invoice for February activities
- Coordination with Port, Consultant Team and other agencies

TASK 2. PUBLIC INVOLVEMENT

- Begin planning community outreach and environmental justice activities for April
- Website content updates as needed
- Support Port with post-Working Group Meeting #2 activities as needed

TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, tribal coordination and all other facets of NEPA compliance
- Finalize the Environmental Study Plan
- Finalize the Agency Coordination Plan
- Finalize invitation letters to cooperating/participating agencies; coordinate with FHWA to distribute
- Revise the Tribal Coordination Plan; submit to FHWA for review
- Revise the Methodology Memo for all resources (except cultural resources and transportation)
- Revise the Cultural Resource Area of Potential Effects (APE) and Methodology Memo; coordinate with ODOT and WSDOT to submit to the OR and WA State Historic Preservation Offices (SHPOs)



- Prepare the OR SHPO permit application and submit
- Coordinate FHWA's signature on the Draft EIS Re-evaluation
- Prepare a draft outline for the Supplemental EIS

TASK 6. ENGINEERING

- Conduct the aerial survey and bathymetric survey (weather permitting)
- Continue the refined roadway and stormwater design associated with the roadway approaches to the bridge, including pedestrian/bicycle connections

TASK 7. TRANSPORTATION

- Continue preparing the Transportation Technical Report

TASK 8. PERMIT ASSISTANCE

- Make presentation to the Lower Columbia River Harbor Safety Committee on March 13
- Meet with the US Coast Guard and US Army Corps of Engineers on March 14
- Record data received from the river users survey
- Continue preparing the draft Navigation Impact Report

Hood River Bridge Replacement Project - Schedule Change Log

Updated 3/12/2019

| Prior Schedule | | Current Schedule | | | Explanation Change | Impact to Schedule | Delay to ROD? |
|----------------|-------------|--|--|--|---|--|---------------|
| Date | Line No. | Date | Line No. | Activity Name | | | |
| 2/12/2019 | 83 | 3/12/2019 | 83 | CO Event #3 | Changed topic to "TBD" | None | No |
| | 87 | | 87 | EJ Event #2 | Changed topic to "TBD" | None | No |
| | 126-127 | | n/a | Revised plan & FHWA review | Deleted rows as this agency review was not needed | Finalized plan 13 days early | No |
| | 136 | | 134 | WSDOT Coordination Mtg #2 | WSDOT needed to reschedule | Meeting delayed 4 days | No |
| | 147 | | 145-147 | Invitation Letters | Separated reviews; Port/ODOT first and then FHWA; added lines 140-141 | Added 9 days to finalizing the plan; also delays circulating methodology memo to agencies (line 165) | No |
| | n/a | | 183 | USFWS & NMFS Issue Biological Opinions | Added milestone activity to show linkage between the Biological Assessment and the FEIS | None | No |
| | 187 and 198 | | 188 and 199 | ODOT review of Cultural Resources Area of Potential Effects (APE) and Methodology Memo | ODOT asked for more information before completing its review; meeting scheduled for 3/15 to resolve issues; also deleted SHPOs review on line 198 as it was correctly on line 200 | Expect a 10 day delay, but will confirm on 3/15; also delays lines 201-209 by 10 days | No |
| | n/a | | 200 | WSDOT review of Cultural Resources Methodology Memo | Added review time for WSDOT | Delays lines 201-209 by 10 days | No |
| | 269 | | 271-273 | Aerial survey, basemap and DTM | Weather has prohibited aerial survey; 3/17 may be a possible flight day if weather holds | up to 20 day delay, no impact to design schedule | No |
| | 279 | | 281 | Bathymetric survey | Weather has delayed survey | up to 15 day delay, no impact to design schedule | No |
| | n/a | | 305 | Photo Simulations | Added activity to have follow up meeting with ODOT after 3/26 Gorge Comm mtg (line 367); input from Gorge Comm and ODOT is critical to identifying photo sim locations | Subsequent photo simulation activities delayed 6 days | No |
| | 346 | | 349 | Conduct survey | Date for receiving all river users surveys was extended to the end of March | Added 12 days to survey and subsequent reporting; also delays the start of any additional bridge design to address a vertical clearance change by 12 days (line 293) | No |
| | 350 | | 353 | Navigation Impact Report (NIR) | Fixed missing predecessor link | Added 15 days to the next activity "Confirm navigation clearance with USACE/USCG" | No |
| | n/a | | 355-358 | Meetings with various navigation agencies/river users | Added meetings that support the navigation/river users survey and USCG coordination | None | No |
| n/a | 366-367 | Gorge Commission meetings added to coordinate on the National Scenic Area compliance | Gorge Commission meetings added to coordinate on the National Scenic Area compliance | Meeting on 3/26 was arranged in mid-Feb, this was earliest available meeting time with Exec Director | No | | |

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EIS UPDATE

Hood River – White Salmon BRIDGE REPLACEMENT PROJECT

APRIL 2019

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

What’s new on the project?

- Continued collecting data through a navigation survey with river users.
- Presented to the Lower Columbia River Harbor Safety Committee.
- Held a second Working Group meeting to provide an update on NEPA strategy, traffic analysis results, and community outreach efforts and input.
- Documented the methodology that will be applied to the environmental impacts analysis for the EIS.
- Sending letters to tribes and federal, state and local agencies to formalize their participation in the project’s NEPA process.
- Coordinating with the Gorge Commission and other agencies to assess visual changes that would result from a new bridge.
- On-going design refinement of the roadway approaches to the bridge and stormwater treatment concepts.

What are the next steps?

- Circulate environmental methodology memo to tribes and agencies participating in the NEPA process.
- Coordinate with state historic preservation offices and tribes to identify the area be studied for historic and archaeological resources.
- Conduct aerial and bathymetric surveys (weather permitting) to support the new bridge design.
- Arrange meetings with tribes.
- Prepare the Navigation Impact Report.
- Set the preliminary project design to be used for the environmental technical analysis.

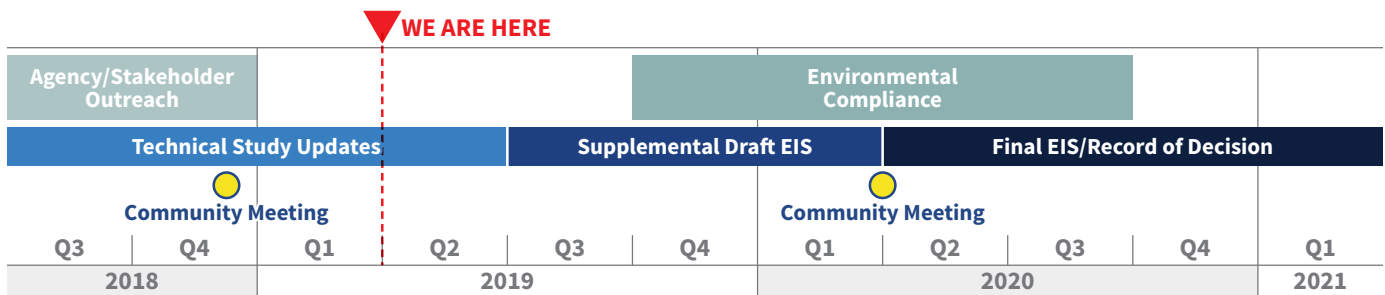
River User Navigation Survey open through March 30:

<http://bit.ly/ColumbiaNav>

How would bridge replacement benefit the Columbia River Gorge communities?

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

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



To learn more about the project, please visit us at:

www.portofhoodriver.com/bridge

PROJECT CONTACT

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

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Commission Memo

Prepared by: Anne Medenbach
 Date: March 19, 2019
 Re: Century West Engineering
 Task Order No. 3 - Amendment No. 3

Task Order 3 encompasses both the EA and the wetlands permitting process. Staff is now working on the 4th wetland fill permit submission for the on-site wetland mitigation at the airport. The revised wetland permit is scheduled to be submitted April 1st. Staff is working with the Consultants and DSL, as well as bringing in a 3rd party wetland specialist to give the submission additional review.

| | | |
|------------------|--------------------------------|----------------------|
| Initial contract | Scoping | \$ 20,000.00 |
| Amendment 1 | EA development & 2 submissions | \$ 276,550.00 |
| Amendment 2 | 3rd Submission | \$ 40,557.00 |
| Amendment 3 | 4th submission | \$ 23,627.00 |
| | | \$ 360,734.00 |

The initial contract amount was over the project estimate approved by the FAA in our annual CIP letter. However, in our Joint Planning meeting in October, staff, the FAA and consultants discussed the likelihood of increased project costs and the need for additional funds. The solution was as follows: The Port receives \$150,000 per year of NPE's¹ from the FAA for active projects. If we don't have a project we can lend those NPE funds to another airport until we have a project, then we get those funds back when needed. Or we can use the funds. In this case, where we need additional NPE funds we can either:

| | Initial approved FAA amount-NPE | Contracted amount to date |
|---------------------|------------------------------------|------------------------------|
| EA | \$ 225,000.00 | \$ 360,734.00 |
| N. Ramp design | \$ 75,000.00 | \$ 168,672.00 |
| | \$ 300,000.00 | \$ 529,406.00 |
| Port match 10% | | \$ (52,940.60) |
| 2017 NPE funds | | \$ (48,952.00) |
| 2018 NPE funds | | \$ (150,000.00) |
| 2019 NPE funds | | \$ (150,000.00) |
| | Funding Gap | \$ 127,513.40 |
| 2021 NPE's | | \$ 150,000.00 |
| 2020 NPE's borrowed | | \$ 127,513.00 |

1. Borrow against future NPE's. The Port will have available NPE's totaling \$150,000 in 2021.

¹ Non-primary entitlement funds are specifically for general aviation airports listed in the latest published National Plan of Integrated Airports (NPIAS), that show needed airfield development.

2. Borrow from other airports who are not using their NPE's and pay them back when the Port has excess. We have done this in the past and it has worked well. ODA is already looking for eligible monies that other airports.

Both options require that the Port fund the project now and get reimbursed when NPE funds are available. These funds come at 90/10 cost to the Port. Staff recommends that the Port move forward with the contracts and current projects now, as NPE funds will be reimbursed either in 2021 when more NPE funds are available, or sooner if we are able to find airports with excess NPEs. Either way, the projects will be funded as they are considered as eligible costs under the FAA grant requirements.

RECOMMENDATION: Approve Amendment No. 3 to Task Order No. 3 with Century West Engineering, not to exceed \$23,627.



Exhibit A
PORT OF HOOD RIVER
KEN JERNSTEDT AIRFIELD
North Landside Development Environmental Assessment
Task Order #3, Amendment #3

SCOPE OF WORK

March 11, 2019

This amendment is intended to modify the scope and budget for Phase II of Task Order #3. The original scope of the project was to provide preliminary engineering and environmental services to acquire an Environmental Assessment (EA) for the proposed North Landside Development for the Port of Hood River at the Ken Jernstedt Airfield. The EA included projects that were to be developed on the north side of the airport, known as the North Apron Area.

During the development of the North Landside area, waters and wetlands would be impacted by the development. Included in the original Phase II –Environmental Assessment of Task Order #3, was the development of a Compensatory Wetland Mitigation plan (CWM) and a Joint Permit Application (JPA) that were submitted to the Oregon Department of State Lands (DSL) and the US Army Corps of Engineers (USACE) to obtain a 404 permit which would allow the impacts to the waters and wetlands proposed in the EA.

This scope of work is necessary to respond to the comments received from DSL transmitted to the Port on February 28, 2019. Century West and BergerABAM will address the provided comments and modify existing or provide additional exhibits, as needed. Century West and BergerAbam will coordinate with DSL during the response to comments timeframe.

TASK 1 – PROJECT MANAGEMENT & ADMINISTRATION

Task 1.1 – Scope and Schedule

Refine amendment scope of work, budget, and schedule.

Task 1.2 – Project Administration

Carry out project administration including, but not limited to, monitoring design and project schedules, coordination of project with the Port of Hood River and DSL, preparation of monthly consultant invoices for submittal to the Port.



Task 1.3 – Meetings

Attend meetings with the Port, subconsultants and agencies via telephone conference. These meetings will be to coordinate the internal progress of the JPA permit and the CWM plan among the project team. Additionally, these meetings will be used to verify that agency issue and clarifications requested are being addressed.

Task 2 – PROPOSED ACTION, PURPOSE AND NEED, AND ALTERNATIVES

Task 2.3 Conceptual Design (20-25%)

Address comments in Block 4 and Block 14 of the DSL comments. Provide updated or new exhibits as needed to address the comments.

Task 2.5 - Alternatives

Address the comments in Block 7 of the DSL comments. Provide an updated Block 7 narrative with updated or additional exhibits, as needed.

Products: Updated Block 7 narrative description and supporting figures, as needed.

TASK 3 – ENVIRONMENTAL PERMITTING AND COORDINATION

Task 3.2 - Wetland Delineation

Task 3.2.5 - Compensatory Wetland Mitigation Plan

Assist BergerABAM in addressing the comments provided by DSL, as needed

Task 3.4 – Preparation & Submittal of Required Permit/Consultation Submittals

Prepare a responses memo, which incorporates the comments from DSL and incorporates the responses to those comments on a comment by comment basis and provide updated or new exhibits, as needed.

Products

Responses to comments memo, with exhibits in PDF format.

Schedule

- Draft responses to comments and exhibits to the PORT– March 25, 2019
- Finalize responses to comments and exhibits submittal – March 28, 2019
- Submit the final responses to comments and exhibits to the agencies – April 1, 2019



8 March 2019

Mr. Pete Murphy, Project Manager
Century West Engineering
5331 SW Macadam Avenue, Suite 287
Portland, OR 97239

Subject: Proposal to Provide Additional Professional Environmental Services

Dear Pete:

Thank you for the opportunity to submit the following proposal to provide additional professional environmental services relating to the North Landside Development project located at Ken Jernstedt Airfield in Hood River, Oregon. Services to be performed include providing responses and revising graphics based on the comments received from the Oregon Department of State Lands (DSL) associated with application no. 61304-RF dated 12 February 2019, and coordination time during agency permit review.

PROJECT UNDERSTANDING

BergerABAM understands that the CWM plan, prepared by BergerABAM and revised January 2019, was reviewed by the DSL for completeness as part of the application prepared and submitted by Century West. On 28 February 2019, DSL indicated that application no. 61304-RF was incomplete and provided comments to address the incomplete status. BergerABAM will respond to the comments received dated 12 February 2019 and coordinate with DSL during the permit review timeframe.

SCOPE OF WORK

This scope of work is for BergerABAM to address comments on the CWM plan in accordance with the DSL Mitigation Plan Checklist and agency coordination time.

Task 1.0: CWM Plan Checklist Response

To address DSL comments, BergerABAM will:

- Develop a comment/response memorandum that restates the DSL comment and provide a response that addresses the comment.
- Revise the CWM plan graphics to address DSL comments.
- Provide a draft comment/response memorandum, including graphics, for Port of Hood River and Century West review in MSWord format.
- Prepare a final comment/response memorandum, including graphics, addressing Port of Hood River and Century West comments in PDF format.

Mr. Pete Murphy
8 March 2019
Page 2

BergerABAM will also coordinate with DSL and USACE prior to resubmittal to achieve an agreement that comments have been addressed adequately and during the permit review process to address questions that arise:

- Coordinate via teleconference and email with the regulatory agencies, to confirm that comments have been addressed adequately, answer questions, determine the progress of the agency's reviews, and encourage completion of the agency review.

Assumptions

- One joint Century West/Port of Hood River review cycle of the comment/response memorandum and graphics.
- Century West/Port of Hood River comments on revised documents will be editorial in nature and minor in extent.
- DSL will accept the comment/response memorandum and will not require the CWM plan to be revised. If DSL requires the CWM plan to be revised, BergerABAM will provide a contract amendment for that effort.
- All correspondence and coordination will be through telecommunications and no face-to-face meetings with the client, project team, or agencies are included.
- Up to 12 hours permit review coordination time are included.
- BergerABAM is not responsible for agency review timeline or conditions of approval.

Deliverables

- Draft and final comment/response memorandum, including graphics

SCHEDULE

BergerABAM will strive to complete tasks 1 and 2 for resubmittal to the agencies on 1 April 2019. The proposed submittal date is based on the following.

- Notice to proceed on 11 March 2019.
- Draft comment/response memorandum to Century West and Port of Hood River by 25 March 2019.
- Comments from Century West and Port of Hood River received by 20 March 2019.
- Finalize CWM Plan and JPA application 28 March 2019.
- Comment/response memorandum submitted to agencies by close of business on 1 April 2019.

Mr. Pete Murphy
8 March 2019
Page 3

FEE

The following professional fees will be billed as incurred and will not exceed \$7,882.00 without written authorization:

| | |
|---------------|--------------------------|
| Task 1.0: | \$5,681.00 |
| Task 2.0: | <u>1,884.00</u> |
| Total: | <u>\$7,882.00</u> |

CLOSING

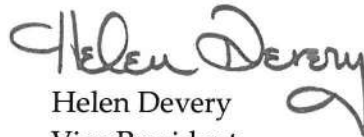
If you wish to accept this proposal, please show your acceptance by providing a contract for signature. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal and we look forward to working with you. If you have questions, please call me at 360/823-6109.

Sincerely,



Dustin Day, PWS
Senior Project Manager



Helen Devery
Vice President

DDD:llt

FEE ESTIMATE
PORT OF HOOD RIVER - KEN JERNSTEDT AIRFIELD
NORTH LANDSIDE DEVELOPMENT - ENVIRONMENTAL ASSESSMENT Amendment #3
March 11, 2019

| North Landside Development EA | | Century West Engineering Corp. | | | | | | | | | | Subconsultants |
|--|--|--------------------------------|-------------------|------------------------|----------------------|------------------|-----------------|----------------|-----------|---------------------|------------------|--------------------|
| Task | Task Description | Principal In Charge | Sr. Proj. Manager | Senior Airport Planner | Sr. Airport Engineer | Airport Engineer | CADD Technician | Admin. Support | Hours | Total Labor | Expenses | |
| | Charge Rates | \$220.00 | \$185.00 | \$165.00 | \$160.00 | \$120.00 | \$95.00 | \$65.00 | | | | |
| Task 1 | PROJECT MANAGEMENT & ADMINISTRATION | | | | | | | | | | | |
| 1.1 | Refine Scope of Work, Budget and Schedule | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 3 | \$590.00 | | |
| 1.2 | Project Administration | 0 | 2 | 0 | 0 | 0 | 0 | 1 | 3 | \$435.00 | | |
| 1.3 | Project Meetings | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 | \$370.00 | | |
| | Task Budget: | 1 | 6 | 0 | 0 | 0 | 0 | 1 | 8 | \$1,395.00 | \$0.00 | \$0.00 |
| Task 2 | PROPOSED ACTION, PURPOSE, AND NEED | | | | | | | | | | | |
| 2.3 | Conceptual Design (20-25%) | 1 | 8 | 0 | 0 | 0 | 4 | 0 | 13 | \$2,080.00 | | |
| 2.5 | Alternatives | 1 | 40 | 0 | 0 | 0 | 20 | 0 | 61 | \$9,520.00 | | |
| | Task Budget: | 2 | 48 | 0 | 0 | 0 | 24 | 0 | 74 | \$11,600.00 | \$0.00 | \$0.00 |
| Task 3 | ENVIRONMENTAL PERMITTING AND COORDINATION | | | | | | | | | | | |
| 3.2.5 | Compensatory Wetland Mitigation Plan Preparation & Submittal of Required Permit/Consultation | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 8 | \$1,480.00 | | |
| 3.4 | Submittals | 0 | 4 | 0 | 0 | 0 | 0 | 2 | 6 | \$870.00 | | |
| | Task Budget: | 0 | 12 | 0 | 0 | 0 | 0 | 2 | 14 | \$2,350.00 | \$0.00 | |
| | Totals | 3 | 66 | 0 | 0 | 0 | 24 | 3 | 96 | \$ 15,345.00 | \$ - | \$ 7,882.00 |
| Century West - Additional Expenses (travel, communication, postage, etc.) In-House Plots & Report Printing - Draft & Final Plan Sets & Reports Travel - 0 Trips (@ 132 RT Miles ea @ \$0.535) Per Diem - 0 Person Days @ \$175 per Day Other expenses (communication, postage, etc.) | | | | | | | | | | | | |
| | | | | | | | | | | | \$ 300.00 | |
| | | | | | | | | | | | \$ - | |
| | | | | | | | | | | | \$ - | |
| | | | | | | | | | | | \$ 100.00 | |
| Total CWEC Reimbursable Expenses | | | | | | | | | | | \$ 400.00 | |
| Total Project Estimate \$ 23,627 | | | | | | | | | | | | |



Commission Memo

Prepared by: Anne Medenbach
Date: March 19, 2019
Re: Century West Engineering - Task Order No. 6

Design for the FAA north ramp rehabilitation project is starting this Spring. This project entails removing, relocating and repaving the existing north ramp. This will require filling in a portion of the wetland (currently in the permitting process) and will need to tie into the new COVI paving, which is going to bid in April.

Both projects need to coordinate the wetlands, stormwater and paving designs. As the COVI project is nearing design completion, it is important to get moving on north ramp design to ensure seamless projects.

The FAA must approve the design scope and fee for the Port to receive the grant funds for it. Staff has gone through an independent fee estimate and FAA process and the FAA are likely to give final approval on the 18th.

RECOMMENDATION: Approve Task Order No. 6 with Century West Engineering, subject to FAA approval and not to exceed \$168,672.88.

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Task Order Number 6**KEN JERNSTEDT AIRFIELD****NORTH APRON REHABILITATION PROJECT****DESIGN & BIDDING SERVICES****March 6, 2019**

This Task Order is made effective as of _____ 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 FAA AIP funded North Apron Rehabilitation 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.

The Airport Layout Plan, approved in May of 2018, identified the North Apron area for redevelopment and rehabilitation. As part of a separate project, the area to the North of the existing apron is being developed in anticipation of a new FBO building and a relocation of the existing FBO's operations to the North side of the airport. This project will include a rehabilitation of the existing apron pavement and a reconfiguration of the apron geometry to include parking positions, apron taxilanes, and taxiway connections as shown on the ALP. Part of the reconnection includes elimination of a direct apron to runway connection. Also as part of this project, the design of the mitigation site identified in the recently approved Environmental Assessment will also be completed to address wetland impacts resulting from this project. The mitigation site will be located just to the East of the apron area and will have a direct hydraulic connection from the North Apron Rehabilitation area.

The improvements include:

1. Construct two (2) taxiway connections to the existing North parallel taxiway eliminating a direct apron connection to Runway 7.
2. Construct pavement underdrains for the new taxiway and apron pavements.
3. Rehabilitate and reconfigure the North parking apron as shown on the 2018 ALP
4. Construct taxiway and apron pavement markings for the new configuration.
5. Install new L-853 elevated reflectors for all new taxiways and at apron edges.

PHASE I – PRELIMINARY DESIGN 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 and FAA, monitoring and reporting technical and budget issues to the Port and FAA, and preparation of monthly consultant invoices for submittal to the Port for the duration of the project.
3. Update DBE goals and DBE plan as needed.
4. The project manager and project engineer will attend a pre-design meeting with the Port and FAA via telephone conference.
5. Coordinate project team and sub-consultants.
6. Conduct in-house quality control for each element of design.

Task 2 Design Surveying

1. 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 if needed.
2. Conduct a topographic survey of the areas adjacent to the North side taxiways, apron, and infield/safety areas to complement previously surveyed areas.

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, NAVAIDS and other structures or surface features within the survey limits.

3. 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.

4. Using the data collected from survey revise the existing digital terrain model of the area previously surveyed.
5. Develop a contour map at a scale of 1"=50' for use in the design. The contour interval shall be 0.5 feet.
6. 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 two (2) 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. Core the existing apron pavement in a minimum of three (5) locations. Determine the thickness of the existing asphalt pavement, depth of existing base material, depth of existing subbase material, and depth to native subgrade. Determine the moisture content of the native subgrade soil underneath the existing pavement at each core location. Prepare a tabulation of all core data. Patch core holes with non-shrink grout.
3. Perform 2 percolation tests in the area identified for the on-site wetland mitigation area and approximately 3' below existing ground elevations.
4. 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;
 - FAA soil classification for each sample taken.
5. 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.
6. 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. The project manager and project engineer will make one (1) site visit and inspection during the survey and geotechnical investigation.
3. 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.
4. 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.
5. Prepare Preliminary Plan Set – Approximately 24 sheets – 60%
 - a. Prepare preliminary plans for the reconfiguration of the North apron.
 - b. Prepare preliminary plan and profile for new apron taxilanes.
 - c. Prepare an erosion control plan and details.
 - d. Prepare demolition plans to depict civil and electrical items scheduled for removal.
 - e. Prepare preliminary grading plans for new apron and taxilane pavements and for each intersection impacted by the new connections to the existing parallel taxiway.
 - f. Prepare pavement marking plans for the North apron and new taxiway connections.
 - g. Prepare the layout for L-835 elevated reflectors for the North apron and new taxiway connections.
 - h. Prepare the duct plans for taxiway crossings for future use.
 - i. Prepare miscellaneous details required for construction.

- j. Prepare construction work area/phasing/safety plans for the construction drawing set.
6. The project manager and project engineer will attend a 60% review meeting with the Port to discuss alternatives and cost at the Port offices.
7. Prepare a NPDES 1200-C permit application and obtain the permit on behalf of the Port. The Port will pay permit application fees.
8. Prepare FAA form 7460-1 for the construction of the improvements.
9. Prepare construction phasing recommendations, construction operations and safety plan and prepare associated report to FAA requirements. Submit the construction safety and phasing plan (CSPP) to FAA, along with 60% safety and phasing plans, for approval.
10. Meet with the Port and/or the Airport Advisory Committee to discuss criteria and options for closures and development of work areas.
11. Prepare preliminary (90%) quantity and construction estimates for the project.
12. Prepare preliminary (90%) plans.
13. Prepare preliminary contract documents (90%), including contract boilerplate and technical specifications for the Project.
14. Provide five (5) sets of review documents. One (1) set to be sent to FAA. Allow four (4) weeks for FAA review.
15. Prepare an engineer's design report to the established FAA requirements.
16. Submit Engineer's Preliminary Design Report and 90% documents

Task 5 – Wetland Mitigation Site Design

1. Prepare grading design and grading plans for the wetland mitigation site for inclusion in the preliminary contract documents. This assumes the previous preliminary design performed as part of the Environmental Assessment effort will act as the starting point for this project.
2. Prepare planting design and planting plans based on preliminary grading plans and the Compensatory Wetland Mitigation Plan previously prepared for the Port. Prepare temporary irrigation plans for the proposed plantings.

3. Prepare technical specifications related to the wetland mitigation, grading, planting and temporary irrigation plans for inclusion in the contract manual.

PHASE II – FINAL DESIGN AND BIDDING

Task 1 Final Design Activities

1. Solicit, receive, record and 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 Advisory Circular 150/5370-10 (latest edition), Standards for Specifying Construction of Airports.
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 and FAA.
6. Provide electronic contract construction documents for bidding. Five sets will be used by the engineer during construction.

Task 2 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.
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 and project engineer will attend the meeting.
4. Attend the bid opening. The project engineer will attend the meeting.
5. Analyze bids, prepare a bid tabulation and make a recommendation to the Port and FAA for award of bid.
6. Assist the Port and FAA with grant application(s) related to the construction of project specific airport improvements.

PHASE III – 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 March 27, 2019 and anticipates task completion by December 31, 2019. 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 \$168,672.88 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 - North Apron Rehabilitation Project
Exhibit B - Design and Bidding Services - Fee Estimate
CWE Contract 12399.015.01
CENTURY WEST ENGINEERING CORPORATION
3/6/19

| | <i>Principal Engineer</i> | <i>Sr. Project Manager</i> | <i>Sr. Project Engineer</i> | <i>Engineer- in-Training (EIT)</i> | <i>Civil Designer</i> | <i>Int. CADD Technician</i> | <i>Clerical</i> | Total Hours | Total Fees |
|--|-------------------------------|--------------------------------|---------------------------------|--|---------------------------|---------------------------------|-----------------|----------------|--------------------|
| | \$250.00 | \$180.00 | \$121.00 | \$95.00 | \$102.00 | \$81.00 | \$73.00 | | |
| Phase 1 - Preliminary Design Services | | | | | | | | | |
| Task 1: Project Management/Administration | | | | | | | | | |
| Finalize Scope and Schedule, Negotiate Contract | | 4 | | | | | 4 | 8 | \$1,012.00 |
| Project Administration | 2 | 24 | | | | | 16 | 42 | \$5,988.00 |
| Pre-Design Meeting | | 2 | 2 | | | | 2 | 6 | \$748.00 |
| Coordinate Team and Subs | | 8 | 2 | | | | | 10 | \$1,682.00 |
| Conduct In-House QA/QC | 2 | 16 | 4 | | | | | 22 | \$3,864.00 |
| Provide Project Advertisement | | 1 | 1 | 2 | | 2 | 2 | 8 | \$799.00 |
| Subtotal Task 1: | 4 | 55 | 9 | 2 | 0 | 2 | 24 | 96 | \$14,093.00 |
| Task 2: Design Surveying | | | | | | | | | |
| Coordination with Survey Subconsultant | | 2 | | | | | | 2 | \$360.00 |
| Subtotal Task 2: | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 | \$360.00 |
| Task 3: Geotechnical Investigation | | | | | | | | | |
| Coordination with Geotechnical Subconsultant | | 4 | | | | | | 4 | \$720.00 |
| Subtotal Task 3: | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 4 | \$720.00 |
| Task 4: Preliminary Design | | | | | | | | | |
| Review Prior Mapping and Plans | | | 2 | | 2 | | | 4 | \$446.00 |
| Site Visit During Survey/Geotechnical | | 8 | 8 | | | | | 16 | \$2,408.00 |
| Evaluate Site Drainage/Pavement Underdrains | | 2 | 6 | | 6 | | | 14 | \$1,698.00 |
| Prepare Pavement Design | | 2 | | 8 | 2 | | | 12 | \$1,324.00 |
| Preliminary Plans-Approx. 24 Sheets (60%) | 4 | 20 | 28 | 48 | 100 | 70 | | 270 | \$28,418.00 |
| 60% Review Meeting w/Port | | 8 | 8 | | | | | 16 | \$2,408.00 |
| Prepare 1200-C Permit | | 2 | 8 | 16 | 8 | | 2 | 36 | \$3,810.00 |
| Prepare FAA 7460-1 | | 2 | 4 | | 4 | | | 10 | \$1,252.00 |
| Construction Safety and Phasing Plan | | 4 | 8 | 12 | 2 | | 4 | 30 | \$3,324.00 |
| Port/Airport Advisory Committee (AAC) meeting | | 6 | 6 | | | | | 12 | \$1,806.00 |
| Preliminary preliminary quantities and Engineer's Estimate | | 2 | 4 | 16 | 8 | | | 30 | \$3,180.00 |
| Preliminary Plans-Approx. 24 Sheets (90%) | 2 | 8 | 12 | 24 | 60 | 30 | | 136 | \$14,222.00 |
| Preliminary Contract Manual (90%) | | 12 | 20 | 10 | | | 4 | 46 | \$5,822.00 |
| Print Review Documents (5 sets) | | 2 | | | 2 | | | 6 | \$710.00 |
| Engineers Design Report | | 2 | 8 | 16 | 4 | | 2 | 32 | \$3,402.00 |
| Submit Design Report & 90% Documents | | 2 | | | | | 2 | 4 | \$506.00 |
| Subtotal Task 4: | 6 | 82 | 122 | 150 | 198 | 100 | 16 | 674 | \$74,736.00 |
| Task 5: Wetland Mitigation Site Design | | | | | | | | | |
| Coordination on wetland mitigation grading | | 2 | 2 | 4 | | 4 | | 12 | \$1,306.00 |
| Coordination on planting and irrigation plans | | | 2 | | | 2 | | 4 | \$404.00 |
| Coordination of wetland mitigation site technical specifications | | 2 | 2 | 4 | | | | 8 | \$982.00 |
| Subtotal Task 5: | 0 | 4 | 6 | 8 | 0 | 6 | 0 | 24 | \$2,692.00 |

| Phase 2 - Final Design and Bidding Services | | | | | | | | | |
|--|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|-------------|---------------------|
| Task 1: Final Design | | | | | | | | | |
| Incorporate Review Comments | | 2 | 6 | | | | | 8 | \$1,086.00 |
| Final Construction Plans | 2 | 6 | 6 | 18 | 40 | 20 | | 92 | \$9,716.00 |
| Final Contract Manual | 2 | 2 | 6 | | | | | 10 | \$1,586.00 |
| Final Engineer's Estimate | | 2 | 2 | 6 | | | 4 | 14 | \$1,464.00 |
| Print 5 Sets, Submit to Port and FAA | | | 2 | | | 2 | 4 | 8 | \$696.00 |
| Subtotal Task 1: | 4 | 12 | 22 | 24 | 40 | 22 | 8 | 132 | \$14,548.00 |
| Task 2: Bidding Period Services | | | | | | | | | |
| Assist with Bid Questions, Prepare Addenda | 2 | 8 | 16 | | | | 16 | 42 | \$5,044.00 |
| Conduct Pre-bid Conference | | 8 | 8 | | | | 2 | 18 | \$2,554.00 |
| Attend Bid Opening, Prepare Bid Tab | | 2 | 8 | | | | | 10 | \$1,328.00 |
| Assist with FAA Grant Application for Construction | | 2 | 4 | | | 4 | | 10 | \$1,168.00 |
| Recommendation/Notification of Award | | | 2 | | | | 2 | 4 | \$388.00 |
| Subtotal Task 2: | 2 | 20 | 38 | 0 | 0 | 4 | 20 | 84 | \$10,482.00 |
| Century West Expenses | | | | | | | | | |
| | | <u>Miles</u> | <u>Rate</u> | <u>Each</u> | <u>Markup</u> | | | | |
| Site Visit for Survey/Geotechnical | | 138 | \$ 0.545 | 1 | 1.1 | | | | \$82.73 |
| 60% Review Meeting | | 130 | \$ 0.545 | 1 | 1.1 | | | | \$77.94 |
| Port/Airport Advisory Committee Meetings | | 130 | \$ 0.545 | 1 | 1.1 | | | | \$77.94 |
| Pre-Bid Conference | | 138 | \$ 0.545 | 1 | 1.1 | | | | \$82.73 |
| Bid Opening | | 130 | \$ 0.545 | 1 | 1.1 | | | | \$77.94 |
| Copies | | | | | | | | | \$50.00 |
| Postage | | | | | | | | | \$500.00 |
| Printing | | | | | | | | | \$1,200.00 |
| Plotting | | | | | | | | | \$150.00 |
| Field Supplies | | | | | | | | | \$50.00 |
| Phase 1 - Task 2 - Survey Subconsultant - Terra Surveying | | | | | \$2,000.00 | 1.1 | | | \$2,200.00 |
| Phase 1 - Task 3 - Geotechnical Subconsultant - Foundation Engineering Inc. | | | | | \$8,000.00 | 1.1 | | | \$8,800.00 |
| Phase 1 - Task 5.1 - Environmental Subconsultant - BergerABAM | | | | | \$12,503.00 | 1.1 | | | \$13,753.30 |
| Phase 1 - Task 5.2 - Environmental Subconsultant - BergerABAM | | | | | \$10,214.00 | 1.1 | | | \$11,235.40 |
| Phase 1 - Task 5.3 - Environmental Subconsultant - BergerABAM | | | | | \$11,549.00 | 1.1 | | | \$12,703.90 |
| Subtotal Subconsultants and Expenses | | | | | | | | | \$51,041.88 |
| Total Hours | 16 | 179 | 197 | 184 | 238 | 134 | 68 | 1016 | - |
| Total Fees | \$4,000.00 | \$32,220.00 | \$23,837.00 | \$17,480.00 | \$24,276.00 | \$10,854.00 | \$4,964.00 | - | \$168,672.88 |

Commission Memo



Prepared by: Anne Medenbach
Date: March 19, 2019
Re: HRK Engineering Contract

HRK Engineering (HRK) staff have worked with the Port throughout the Lower Mill Development project, under the business names of Vista and LEI. Carlos Garrido started a new company, HRK. The Lower Mill has an access drive that provides access for the southern three lots. Initially this was not paved as the Port did not know whether it would serve one user or multiple. Staff is now clear that it will be more than one user and therefore there is a need to pave the road before sales commence.

This contract is for design, bid services, density testing during construction, and inspections. This is a reasonable price for this type of work. Staff hopes to go out for quotes for this work in April. Carlos is very knowledgeable of the project and has been involved since the start.

RECOMMENDATION: Approve Contract with HRK Engineering & Field Services, LLC for design of the Lower Mill access drive, not to exceed \$13,826.00

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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 HRK ENGINEERING & FIELD SERVICES, LLC ("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 \$ 13,826.00. 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 June 30,2019. 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:

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/ pohr@gorge.net |

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:**Road design and culvert replacement for the Lower Mill Northern Neal Creek access and Southern Neal Creek access.**

1. Project Management, including client and agency meetings and construction supervision.
2. Topographic survey of existing road (actual conditions), manholes and private utilities.
3. Road design for plan view and road section
4. Engineers estimate for the project
5. As built drawings
6. Reporting for inspections to Port and other Agencies

II. DELIVERABLES AND TIMEFRAME:

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

1. Design drawings, cover sheet, General notes, existing conditions, erosion and sediment control plan, profile and standard detail, in AutoCAD and PDF
2. Engineers estimate in excel and PDF
3. Inspection reports in PDF
4. As built drawings in AutoCAD and PDF
5. Specifications for construction
6. Daily logs as required by Port

III. CONSIDERATION:

Total contract amount shall not exceed \$13,826.00 and the hourly rates attached shall apply. This is a Time and Materials contract and any potential overages must be discussed and approved before such overages are expended.

Reimbursables under this Contract shall be Mileage, communication and Printing.

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.

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.

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.

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.

Client: Port of Hood River
 Site: Lower Hanel Mill
 Project: Access Road Pavement Design 2019
 HRK Proposal No.: 19-024

| LABOR | | | TASK 1 | | TASK 2 | | TASK 3 | | TASK 4 | | TASK 5 | | TOTALS | |
|-----------------------|------|--------------|--------------------|--------------------|--------------|--------------------|--------------|--------------------|--------------|--------------------|----------------|------------------|---------------|---------------------|
| | | | Project Management | | Field Work | | Office Work | | Inspections | | Office Support | | Hrs | \$ |
| LABOR CATEGORY | UNIT | BILLING RATE | Hrs | \$ | Hrs | \$ | Hrs | \$ | Hrs | \$ | Hrs | \$ | Hrs | \$ |
| Senior Engr. P.E. | HR | \$ 150.00 | - | \$ - | - | \$ - | 4.00 | \$ 600.00 | 2.00 | \$ 300.00 | - | \$ - | 6.00 | \$ 900.00 |
| Surveyor (PLS) | HR | \$ 140.00 | - | \$ - | 2.00 | \$ 280.00 | 2.00 | \$ 280.00 | - | \$ - | - | \$ - | 4.00 | \$ 560.00 |
| Senior PM | HR | \$ 125.00 | 18.00 | \$ 2,250.00 | - | \$ - | - | \$ - | - | \$ - | 1.00 | \$ 125.00 | 19.00 | \$ 2,375.00 |
| Senior Engineer | HR | \$ 120.00 | - | \$ - | - | \$ - | 16.00 | \$ 1,920.00 | 4.00 | \$ 480.00 | - | \$ - | 20.00 | \$ 2,400.00 |
| Staff Engr 1 | HR | \$ 100.00 | - | \$ - | - | \$ - | 20.00 | \$ 2,000.00 | - | \$ - | - | \$ - | 20.00 | \$ 2,000.00 |
| CADD Drafter 1 | HR | \$ 80.00 | - | \$ - | - | \$ - | 24.00 | \$ 1,920.00 | - | \$ - | - | \$ - | 24.00 | \$ 1,920.00 |
| Office Support | HR | \$ 55.00 | - | \$ - | - | \$ - | - | \$ - | - | \$ - | 8.00 | \$ 440.00 | 8.00 | \$ 440.00 |
| Survey Crew | HR | \$ 160.00 | - | \$ - | 8.00 | \$ 1,280.00 | - | \$ - | - | \$ - | - | \$ - | 8.00 | \$ 1,280.00 |
| Tech - Special Insp | HR | \$ 70.00 | - | \$ - | - | \$ - | - | \$ - | 16.00 | \$ 1,120.00 | - | \$ - | 16.00 | \$ 1,120.00 |
| Subtotal Labor | | | 18.00 | \$ 2,250.00 | 18.00 | \$ 1,560.00 | 65.00 | \$ 6,720.00 | 22.00 | \$ 1,800.00 | 9.00 | \$ 565.00 | 125.00 | \$ 12,995.00 |

| EXPENSES | UNIT | RATE | QTY | \$ | QTY | \$ | QTY | \$ | QTY | \$ | QTY | \$ | QTY | \$ |
|--------------------------------|------|--------|--------|--------------------|--------|--------------------|------|--------------------|--------|--------------------|------|------------------|--------|---------------------|
| Communication | % DL | 1.01 | | \$ 22.73 | | \$ 15.76 | | \$ 67.87 | | \$ 19.19 | | \$ 5.71 | | \$ 131.25 |
| Message | \$ | 0.60 | 300.00 | \$ 180.00 | 100.00 | \$ 60.00 | | \$ - | 100.00 | \$ 60.00 | | \$ - | 500.00 | \$ 300.00 |
| General Expenses | \$ | 100.00 | 0.50 | \$ 50.00 | 1.50 | \$ 150.00 | 0.50 | \$ 50.00 | 1.00 | \$ 100.00 | 0.50 | \$ 50.00 | 4.00 | \$ 400.00 |
| Subtotal Expenses | | | | \$ 252.73 | | \$ 225.76 | | \$ 117.87 | | \$ 179.19 | | \$ 55.71 | | \$ 831.25 |
| TASK AND PROJECT TOTALS | | | | \$ 2,502.73 | | \$ 1,785.76 | | \$ 6,837.87 | | \$ 2,079.19 | | \$ 620.71 | | \$ 13,826.25 |

2/25/2019

HRK Consulting and Field Services

Commission Memo



Prepared by: Kevin Greenwood
Date: March 19, 2019
Re: WSDOT Project Review Agreement

Since the National Environmental Protection Act (NEPA) covers a project that extends into two states, the Washington State Dept. of Transportation (WSDOT) has authority to review NEPA documents pertinent to activities in Washington state.

Most of the technical studies include a Washington state component. For example, WSDOT will want to review and provide input on the conceptual roadway intersection design. WSDOT's cultural resources team will want to participate in how the project engages the Yakama Nation as well.

Like the Oregon Dept. of Transportation (ODOT), WSDOT requires project owners to reimburse the department for staff time dedication to this review. The Port and WSP have had three different meetings with WSDOT to discuss the project and determine their role. In the project schedule, any reference to ODOT would also include a WSDOT review but only on the elements that apply to Washington jurisdiction. (ODOT is reviewing the project from an overall perspective.) The department's planning manager has determined that a "not to exceed" amount of \$50,000 should adequately cover their staff time. The agreement also allows for a 25% contingency for a total contract amount of \$62,500. This amount is included in the Bridge Replacement Project's \$5 million budget. The Port's legal counsel and CFO have reviewed the document.

Other items of note:

- Removed language that only WSDOT may benefit from the reviews (§1.3).
- WSDOT will invoice the Port on a monthly basis with a summary of work completed (§2).
- No deposit amount is required (Surety Amount \$0).
- Amount includes a \$12,500 contingency, and any changes above that will require Port approval (§3.1).
- Port's legal counsel felt that WSDOT's indemnification clause, though not favorable, were low risk. During negotiations, WSDOT stated that Sec. 5.1 would not be amended.
- WSDOT has agreed to review documents currently due but will not submit their comments to the Port until a signed agreement is received.
- Upon Commission approval and Executive Director signature, Project Director will submit to WSDOT on March 20th.

RECOMMENDATION: Authorize a Project Review Reimbursable Agreement with the Washington State Dept. of Transportation in an amount of \$62,500.

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| | | | |
|--|-------------|---|--|
| Project Review Reimbursable Agreement | | Applicant or Local Agency Port of Hood River | |
| Agreement Number J D1632 | | Billing Address 1000 E. Port Marina Drive Hood River, OR 97031 | |
| Region Southwest | | Contact Email kgreenwood@portofhoodriver.com | |
| Contact Name Kevin Greenwood, Project Director | | Contact Phone 541-436-0797 | |
| Estimated Costs This estimate is based on the best available information to date and includes WSDOT's Indirect Cost Rate \$50,000.00* | | Surety Amount \$ 0 <input checked="" type="checkbox"/> Not Applicable | |
| SR 14 | MP 65.08 | Project Name Hood River-White Salmon (HR-WS) Bridge Replacement | |
| Detailed Description of Work by WSDOT <input type="checkbox"/> Project Review <input type="checkbox"/> Inspection <input checked="" type="checkbox"/> Other (see description of work) Review design and documentation, and provide input to the Port of Hood River (Port), associated with design elements within, impacting, or relevant to existing WSDOT right of way for the Port's efforts to advance the Environmental Impact Statement required for the potential replacement of the existing Hood River Bridge (owned and operated by the Port) over the Columbia River located between White Salmon, Washington, and Hood River, Oregon. *Current Indirect Cost Rate (ICR) is 11.78% and is valid through June 30, 2019. | | | |

This AGREEMENT is entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY", hereinafter the "ENTITY;" herein after referred to individually as the "Party" and collectively as the "Parties."

Recitals

- The ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work.
- The ENTITY is responsible for the costs associated with the work.

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement,

It Is Mutually Agreed to As Follows:

1. GENERAL

- The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.
- To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.
- ~~All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.~~

2. PAYMENT

- 2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.
- 2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.
- 2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.
- 2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

- 3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

- 4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

- 5.1 The ENTITY shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY'S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall survive the termination of this Agreement.

6. AMENDMENT

- 6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION

- 7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

- 8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

- 8.2 In the event that a dispute arises under this Agreement which cannot be resolved by the parties as outlined in Section 8.1, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.
- 8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

- 9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, "AMENDMENT," above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the PARTIES below.

| REQUESTING ENTITY | WASHINGTON STATE DEPARTMENT OF TRANSPORTATION |
|---|--|
| By: _____ | By: _____ |
| Printed: <u>Michael McElwee</u> | Printed: _____ |
| Title: <u>Executive Director</u> | Title: _____ |
| Date: <u>March 20, 2019</u> | Date: _____ |
| TIN or Social Security Number of Requesting Entity: 93-6002559 | |

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