

**PORT OF NEWPORT REGULAR COMMISSION MEETING AGENDA**

Tuesday, August 26, 2014, 6:00 p.m.  
Port of Newport Marina and RV Park Activities Room  
2120 SE Marine Science Drive, Newport, OR 97365

Walter Chuck (Pos. #1), President; Dean Fleck (Pos. #5), Vice President;  
Ken Brown (Pos. #4), Secretary/Treasurer; JoAnn Barton (Pos. #3); David Jincks (Pos. #2)

- I. Call to Order ..... 6:00
- II. Changes to the Agenda ..... 6:01
- III. Public Comment..... 6:02
- IV. Consent Calendar ..... 6:08
  - A. Minutes
    - 1. Regular Meeting – July 22, 2014
  - B. Financial Report – Barb Martin
- V. Correspondence/Presentations
  - A. Great Albacore Tuna Challenge ..... 6:10
  - B. Small Woodlands Owners of Oregon ..... 6:15
- VI. Old Business
  - A. Financial Report – Accounts Paid ..... 6:20
  - B. Administration Building – Architectural Design Contract w/  
Goebel/Capri (action)..... 6:25
  - C. International Terminal Dredging Contract (discussion)..... 6:30
  - D. International Terminal Mitigation Contract (discussion)..... 6:35
- VII. New Business
  - A. Pacific Habitat Service – International Terminal Amendment (action)  
..... 6:40
  - B. Legal Services Agreement with Macpherson, Gintner & Diaz (action)  
..... 6:45
  - C. LCHS Propeller Promenade Ten-Year Loan Extension (action) .... 6:55
  - D. Bylaws Amendment – Taped Meetings (discussion) ..... 7:05
- VIII. Staff Reports
  - A. Departmental Reports..... 7:20
    - 1. Kevin Bryant, Commercial Marina Harbormaster
    - 2. Jim Durkee, Terminal Operations Manager
    - 3. Rick Fuller, NOAA Facilities Manager
    - 4. Penny Gabrielson, South Beach Occupancy Report
    - 5. Chris Urbach, South Beach Marina Harbormaster
    - 6. Mike Goff, TCB Security
    - 7. Safety Committee Report
  - B. General Manager’s Report ..... 7:25
    - 1. Director of Finance Recruitment
    - 2. NOAA Recreational Mitigation Project
    - 3. Rondys Lease Negotiation at McLean Point
    - 4. Sea Lion Docks Update
    - 5. Toledo Wooden Boat Show Results
- IX. Commissioner Reports ..... 7:30
- X. Calendar/Future Considerations..... 7:40
  - A. 09/01 Labor Day Weekend
  - B. 09/10 Fishermen’s Forum 8:30am (PD7 Operations Shop)
  - C. 09/12 5<sup>th</sup> Annual Newport Wild Seafood Weekend PD7

- D. 09/17 South Beach Marina User's 8:30am (SB Marina Activities Rm)
- E. 09/23 Regular Commission Meeting, 6pm, (SB Marina Activities Rm)
- XI. Public Comment..... 7:45
- XII. Adjournment..... 7:50

To place a subject or issue on the agenda for presentation to the commission, please submit your request one week or more in advance of the regular scheduled meeting. Regular meetings are scheduled for the fourth Tuesday of every month at 6:00 p.m.

The Port Newport South Beach Marina and RV Park Activity Room is accessible to people with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to Port of Newport Administration Office at 541-265-7758.

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**PORT OF NEWPORT  
MINUTES  
July 22, 2014  
Regular Meeting**

**I. Call to Order**

Commission President Pro-Term David Jincks called the regular meeting of the Port of Newport Board of Commissioners to order at 6:00 pm. in the South Beach Marina Activities Room, 2120 SE Marine Science Drive, Newport, OR 97365.

**Commissioners Present:** David Jincks, Vice-President; Walter Chuck, Secretary; Dean Fleck, Assistant Secretary/Treasurer; Ken Brown, Treasurer.

**Commissioners Absent:** JoAnn Barton, President

**Port of Newport Management and Staff:** Kevin Greenwood, General Manager; Barb Martin, Interim-Director of Finance; Darlene Webster, Administrative Assistant; Rick Fuller, Port Employee.

**Others Present:** Wadye & Barb Dudley, Newport Resident; Sandy Roumagoux, Mayor of Newport; Hal Pritchett, Local Resident; Larry Coonrod, Lincoln County Dispatch; Dave Morgan, News Lincoln County; Yale Fogarty, ILWU; Pat Ruddiman, ILWU; Chief Mark Miranda, Newport Police Dept.; Bret Hamrick, Fish Buyer; Jim Shaw, South Beach Resident; Jim Myers, Great Albacore Tuna BBQ; Bob Eder, Argos Inc.

**II. Changes to Agenda:** Jincks requested that agenda item 7D "Election of Officers" be moved up from the agenda. No objections were made. Jincks as chairman put a motion forward to adopt a slate of officers: Walter Chuck for President, Dean Fleck for Vice President and Ken Brown for Secretary Treasurer. Jincks mentioned outgoing President JoAnn Barton has been the chair for several years since Commissioner Goblirsch stepped down. She has done a tremendous job and seen the Port through some tough times. Jincks wanted to congratulate her and thank her for her time with the board. He also wanted to congratulate Commissioner Chuck for his new appointment and that he will do a wonderful job.

Motion by Jincks to Elect Walter Chuck, President; Dean Fleck, Vice President; and Ken Brown, Secretary/Treasurer as Commission Officers for Fiscal Year 2014-15. Motion carried 4-0. Commissioner Chuck received the gavel.

**III. Public Comment:** Chief Miranda presented an invitation to participate in the 31<sup>st</sup> annual "America's Night Out Against Crime" August 5<sup>th</sup> from 6-9:00pm. Residents nationally are encouraged to lock their doors, turn on outside lights and spend the evening outside with neighbors and law enforcement. This event is designed to strengthen neighborhoods in creating crime prevention awareness. Miranda also invited port officials to a workshop called "Senior Officials Workshop for All Hazards Preparedness" slated for February 10<sup>th</sup> 2015. Shaw announced an upcoming event on August 2<sup>nd</sup> from the NRA and Big Timber Rifle Range. The event will be held in Siletz for youth 10-17 years old. This is an all day event with free food for the kids. Also mentioned is the upcoming Annual NRA Banquet on August 2<sup>nd</sup>.

**IV. Consent Calendar:** Financials and Accounts payable were moved out of the consent calendar and added to old business due to conflicts from both Fleck and Brown. All other items remained on the consent calendar for approval. Regular Meeting Minutes-June 24<sup>th</sup>, 2014, Work Session Minutes-July 15<sup>th</sup>, 2014 and Award NOAA Painting Contract.

Motion by Jincks, seconded by Fleck to approve the Consent Calendar. Motion carried 4-0.

**V. Correspondence/Presentations:** Myers presented a schedule of events flyer for the upcoming "Great Albacore Tuna BBQ Challenge on August 9<sup>th</sup> and 10<sup>th</sup>. Myers commented on the activities of the event and that Port staff are welcomed to attend and that some Port staff were volunteering already. Noted that Commissioner Chuck would be one of the Judges and that this will be a fun event to support the Newport Food Pantry. Greenwood discussed letter from Jerry Ashby of TPT regarding market conditions in China. Greenwood discussed letter from Geoffrey Molfino of Living Pacific Seafood LLC with his concerns regarding the franchising of the Port dock services to others. Greenwood noted that nothing has been proposed on

Regular Meeting  
July 22nd, 2014  
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paper. Greenwood discussed letter from Oregon Transportation Commission and the hearing he attended in part regarding "Connect Oregon" projects. Continued to advocate for air/rail/marine projects. He attended the hearing at 1:30pm and the meeting continued after he left till 10pm with about 300-400 people in attendance.

**VI. Old Business:**

- A. Financials and Accounts Paid for approval. Recommendation made by Jincks to move this two items out of the consent calendar in the future due to the continued conflicts and all were in agreement to remove these items out of the consent calendar in the future. Motion by Jincks, seconded by Fleck to approve the Financials & Accounts Paid. Motion carried 4-0.
- B. General Manager's Evaluation process was discussed and actual evaluation will be conducted in an executive session immediately following the regular meeting. Discussion would include the format of evaluation and set goals for evaluation in early 2015.

**VII. New Business:**

- A. Greenwood discussed getting approval from City prior to signing an agreement with the architects. Commission discussed zoning issues, building placement. Commission agreed with approach.
- B. Commission review architects' scope of work. Upon receipt of approval from City a contract can be approved with Goebel/Capri.
- C. Greenwood presented Amendment 31 Summary from McDougal regarding dredge mitigation work. This amendment came in at \$518,163 which is a considerable change from the planning level budget. A separate grant was awarded by the State for dredging and Greenwood noted that this amendment was forward to the state. The state came back that we must get this work done but an option would be that since HME is currently dredging for the Corp the Port could piggy back our dredging with the Corps. This could potentially bring us an approximate cost savings of \$200k on the dredging costs. Recommendation was made to approach McDougal to review/refine their proposal and also to explain the increase in cost. Recommendation was made also to propone approval until next months regular meeting till more information is available.

**VIII. Staff Reports:**

Greenwood presented Director of Finance status of application process, where job postings were placed and how many applicants have submitted documents. Interviews would be conducted on August 29<sup>th</sup> (Friday) and requested two commissioners to make up the interview team. Ken Brown and JoAnn Barton were assigned to make up this team. Signe Grimstad of Grimstad and Associates will be on the technical staff team.

Greenwood gave status of NOAA Recreational Mitigation Projects that two of the three projects have been completed and that the third and final project is still being determined. Options were presented as possible walking paths, access to clam beds or fishing pier. Requested that a committee of two commissioners be set up to help determine this last project. Fleck and Chuck volunteered to make up this committee and will meet with Kirk Jarvie from the Department of State Lands to decide on a project.

Greenwood presented to the commissioners communication regarding the Lease with the Rondy's group to be discussed in an executive session commencing after this regular commission meeting.

Greenwood updated commissioners on the legal status of the suit by Dennis Bishop. This incident happened about two years ago when Bishop accused the Port of damaging his vessel. Several port officials have been subpoenaed. Dates for the deposition are August 25, 26 and 27<sup>th</sup> at Pete Ginters office. An early meeting with SDAO representative Ron Downs for Aug 6<sup>th</sup> early morning has been also set.

**VIII. Commission Reports:**

Brown noted that he attended his first Airport Advisory Board meeting. They discussed establishing a local outreach group to get the community involved and to establish better communication with the community. Jincks commented that he feels that we are getting a great

deal of value from the architectural group Goebel/Capri so far from the meetings and presentations they have conducted. Jincks also challenged Greenwood to compete against Port of Toledo Manager Bud Shoemake in the Toledo Boat Festival coming next month. Both Ports will build and compete against each other with the loser buying pizzas for the winner. Chuck attended the Cascade West conference where the Mid-Willamette COG presented.

**X. Public Comment:**

Eder (Commercial Fishermen and long time Annual Moorage holder) asked if there was any way that the Port could designate slips for Annual Moorage holders. Jincks commented that long ago there were assigned slips but it was hard to enforce those boats that are not assigned to a specific slip, but now with the new facilities code this could be reviewed in the future. Suggested that a committee be set up to get more information from other Ports in order to implement and successfully enforce such a request.

**XI. Upcoming Meetings/Events**

**XII. Adjournment**

There being nothing more to come before the Board of Commissioners, the meeting was adjourned at 7:05 pm

**XIII. Executive Session**

At 7:10pm, Commissioner Chuck announced that the Commission would enter the executive session to conduct the general manager's six-month performance evaluation under ORS 192.66(2)(i) and to discuss a real property transaction regarding the Port's lease of Rondys' 40-acre McLean Point property under ORS 192.660(2)(e). No decisions were made in executive session and the session adjourned at 8:14pm.

ATTEST:

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Walter Chuck, President

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Ken Brown, Secretary/Treasurer

# Port of Newport

## Memo

**To:** Port of Newport Commissioners  
**From:** Barb Martin, Interim Director of Finance  
**Date:** August 22, 2014

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### **Financials:**

July 2014 financials are attached. Overall income was up for the 1<sup>st</sup> month of the new fiscal year with expenses being down, a good way to start out the year.

### **RV Park/Marina Management Software Update:**

The new RV Park/Marina management software is currently being used for all RV Park transactions and the transient docks F & J. Programmers are working diligently to get the entire marina on line for reservation and inventory. Once South Beach is up and running on the program the Bay Front Marina will follow suit.

### **Change in the look of Financial Statements:**

Per Kevin Greenwoods request, the financial statements attached are now set up to reflect the budget line items. We are in the process of getting budget numbers into the new-year and by August statements you will be able to see those comparisons also.

### **Revenue Resolution change:**

The line item under the RV Parks for charge for additional pets has been moved from there to the General tab. In that location, the fee applies to both the RV Parks and Marina.

Please stop by or call anytime if you have questions.

**Port of Newport Operating Fund**  
**Balance Sheet**  
As of July 31, 2014

	<u>Jul 31, 14</u>	<u>Jul 31, 13</u>	<u>\$ Change</u>
<b>ASSETS</b>			
<b>Current Assets</b>			
Checking/Savings			
Available Cash & Equivalents	1,052,260.15	396,975.10	655,285.05
Restricted Cash & Equivalents	371,043.81	462,229.76	-91,185.95
Total Checking/Savings	<u>1,423,303.96</u>	<u>859,204.86</u>	564,099.10
Accounts Receivable			
Accounts Receivable	63,303.14	55,125.62	8,177.52
Total Accounts Receivable	<u>63,303.14</u>	<u>55,125.62</u>	8,177.52
Other Current Assets			
Allow for Bad Debt - CM	-10,000.00	-10,000.00	0.00
Allow for Bad Debt - SB	-4,000.00	-4,000.00	0.00
AR Property Tax	8,054.60	8,054.60	0.00
Assets Held For Sale	1,296.02	0.00	1,296.02
Due from other Port Funds	8,456.22	-672.33	9,128.55
Prepaid Expenses	78,110.15	67,245.62	10,864.53
Undeposited Funds	754.39	1,625.84	-871.45
Total Other Current Assets	<u>82,671.38</u>	<u>62,253.73</u>	20,417.65
Total Current Assets	<u>1,569,278.48</u>	<u>976,584.21</u>	592,694.27
<b>Fixed Assets</b>			
Capital Assets	89,128,397.64	89,128,397.64	0.00
Total Fixed Assets	<u>89,128,397.64</u>	<u>89,128,397.64</u>	0.00
<b>TOTAL ASSETS</b>	<u><u>90,697,676.12</u></u>	<u><u>90,104,981.85</u></u>	<u><u>592,694.27</u></u>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable			
Accounts Payable	75,062.35	-5,065.49	80,127.84
Total Accounts Payable	<u>75,062.35</u>	<u>-5,065.49</u>	80,127.84
Other Current Liabilities			
Accrued Interest Payable	90,347.00	90,347.00	0.00
Accrued Property Taxes	32,887.87	32,887.87	0.00
Current Portion-Long Term Debt	177,258.39	177,258.39	0.00
Payroll Liability	31,210.88	51,055.00	-19,844.12
Prepaid Moorage and Deposits	5,305.00	1,966.41	3,338.59
Total Other Current Liabilities	<u>337,009.14</u>	<u>353,514.67</u>	-16,505.53
Total Current Liabilities	<u>412,071.49</u>	<u>348,449.18</u>	63,622.31
Long Term Liabilities			
2013 FF&C Bond Premium	135,465.75	135,465.75	0.00
Long Term Debt	8,739,743.61	8,739,743.61	0.00
Total Long Term Liabilities	<u>8,875,209.36</u>	<u>8,875,209.36</u>	0.00
Total Liabilities	<u>9,287,280.85</u>	<u>9,223,658.54</u>	63,622.31
<b>Equity</b>			
Contributed Capital	7,130,788.00	7,130,788.00	0.00
Fund Balance	-5,310,814.08	-5,722,419.16	411,605.08
Opening Balance Equity	79,446,413.75	79,446,413.75	0.00
Net Income	144,013.61	26,540.72	117,472.89
Total Equity	<u>81,410,401.28</u>	<u>80,881,323.31</u>	529,077.97
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>90,697,682.13</u></u>	<u><u>90,104,981.85</u></u>	<u><u>592,700.28</u></u>

**Port of Newport Operating Fund**  
**Statement of Operations - Admin**  
**July 2014**

	<u>Jul 14</u>	<u>Jul 13</u>
Ordinary Income/Expense		
Income		
Lease Revenues	44,275.73	44,284.83
Yacht Club Storage	319.20	0.00
Carver Electrical	90.00	0.00
Miscellaneous Revenue	967.60	2.00
Total Income	<u>45,652.53</u>	<u>44,286.83</u>
Gross Profit	45,652.53	44,286.83
Expense		
Debt Services	0.00	95,260.15
Materials & Services	25,811.01	23,321.75
Personal Services	21,131.83	30,829.69
Total Expense	<u>46,942.84</u>	<u>149,411.59</u>
Net Ordinary Income	-1,290.31	-105,124.76
Other Income/Expense		
Other Income		
Property Tax Revenue	0.00	976.25
Interest Income	0.00	188.77
Property & Dredge Sales	0.00	110.00
Total Other Income	<u>0.00</u>	<u>1,275.02</u>
Net Other Income	<u>0.00</u>	<u>1,275.02</u>
Net Income	<u><u>-1,290.31</u></u>	<u><u>-103,849.74</u></u>



**Port of Newport Operating Fund  
 Statement of Operating Fund  
 July 2014**

	<u>Jul 14</u>	<u>Jul 13</u>
Ordinary Income/Expense		
Income		
Lease Revenues	44,275.73	44,284.83
Shipping Terminal Revenues	972.56	277.00
Hoist Dock & Services	38,087.48	25,939.09
Moorage	107,986.91	140,265.05
Launch Ramp & Trailer Storage	8,677.00	6,658.50
Miscellaneous Revenue	3,485.74	4,014.20
RV Parks	138,344.45	118,670.00
Total Income	<u>341,829.87</u>	<u>340,108.67</u>
 Gross Profit	 341,829.87	 340,108.67
 Expense		
Debt Services	8,844.20	107,625.29
Materials & Services	117,856.35	120,877.97
Personal Services	71,355.71	86,339.71
Total Expense	<u>198,056.26</u>	<u>314,842.97</u>
 Net Ordinary Income	 143,773.61	 25,265.70
 Other Income/Expense		
Other Income		
Property Tax Revenue	0.00	976.25
Interest Income	0.00	188.77
Property & Dredge Sales	240.00	110.00
Total Other Income	<u>240.00</u>	<u>1,275.02</u>
 Net Other Income	 <u>240.00</u>	 <u>1,275.02</u>
 Net Income	 <u><u>144,013.61</u></u>	 <u><u>26,540.72</u></u>

Port of Newport Operating Fund  
Statement of Operations - NIT  
July 2014

	<u>Jul 14</u>	<u>Jul 13</u>
Ordinary Income/Expense		
Income		
Shipping Terminal Revenues	972.56	277.00
Hoist Dock & Services	12,976.13	8,812.44
Moorage	6,420.00	3,380.00
Miscellaneous Revenue	21.07	0.00
Total Income	<u>20,389.76</u>	<u>12,469.44</u>
Gross Profit	20,389.76	12,469.44
Expense		
Debt Services	7,800.00	11,135.31
Materials & Services	6,987.32	13,318.58
Personal Services	4,875.93	4,135.28
Total Expense	<u>19,663.25</u>	<u>28,589.17</u>
Net Ordinary Income	<u>726.51</u>	<u>-16,119.73</u>
Net Income	<u><u>726.51</u></u>	<u><u>-16,119.73</u></u>

Port of Newport Operating Fund  
Statement of Operations - CM  
July 2014

	<u>Jul 14</u>	<u>Jul 13</u>
Ordinary Income/Expense		
Income		
Hoist Dock & Services	23,843.35	16,270.89
Moorage	32,023.76	38,638.60
Launch Ramp & Trailer Storage	62.00	0.00
Miscellaneous Revenue	574.18	604.92
Total Income	<u>56,503.29</u>	<u>55,514.41</u>
Gross Profit	56,503.29	55,514.41
Expense		
Debt Services	579.65	765.28
Materials & Services	18,197.69	23,610.57
Personal Services	18,861.96	21,308.54
Total Expense	<u>37,639.30</u>	<u>45,684.39</u>
Net Ordinary Income	<u>18,863.99</u>	<u>9,830.02</u>
Net Income	<u>18,863.99</u>	<u>9,830.02</u>

**Port of Newport Operating Fund  
 Statement of Operations - SB  
 July 2014**

	<u>Jul 14</u>	<u>Jul 13</u>
Ordinary Income/Expense		
Income		
Hoist Dock & Services	948.80	855.76
Moorage	69,453.15	98,246.45
Launch Ramp & Trailer Storage	8,615.00	6,658.50
Miscellaneous Revenue	2,000.28	3,407.28
RV Parks	138,344.45	118,670.00
Total Income	<u>219,361.68</u>	<u>227,837.99</u>
 Gross Profit	 219,361.68	 227,837.99
 Expense		
Debt Services	464.55	464.55
Materials & Services	66,632.77	60,627.07
Personal Services	26,485.99	30,066.20
Total Expense	<u>93,583.31</u>	<u>91,157.82</u>
 Net Ordinary Income	 125,778.37	 136,680.17
 Other Income/Expense		
Other Income		
Property & Dredge Sales	240.00	0.00
Total Other Income	<u>240.00</u>	<u>0.00</u>
 Net Other Income	 <u>240.00</u>	 <u>0.00</u>
 Net Income	 <u><u>126,018.37</u></u>	 <u><u>136,680.17</u></u>

**Port of Newport - NOAA Fund**  
**Balance Sheet**  
As of July 31, 2014

	<u>Jul 31, 14</u>	<u>Jul 31, 13</u>	<u>\$ Change</u>
<b>ASSETS</b>			
<b>Current Assets</b>			
Checking/Savings			
Cash & Equivalents	4,329,369.96	4,592,983.49	-263,613.53
Total Checking/Savings	<u>4,329,369.96</u>	<u>4,592,983.49</u>	<u>-263,613.53</u>
Other Current Assets			
Due From Other Funds	0.00	3,442.93	-3,442.93
Prepaid Expenses	70,633.44	60,376.38	10,257.06
Bond Costs (net amortization)	587,640.00	587,640.00	0.00
Total Other Current Assets	<u>658,273.44</u>	<u>651,459.31</u>	<u>6,814.13</u>
Total Current Assets	<u>4,987,643.40</u>	<u>5,244,442.80</u>	<u>-256,799.40</u>
<b>TOTAL ASSETS</b>	<u>4,987,643.40</u>	<u>5,244,442.80</u>	<u>-256,799.40</u>
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable			
Accounts Payable	-1,409,122.51	-1,390,458.61	-18,663.90
Total Accounts Payable	<u>-1,409,122.51</u>	<u>-1,390,458.61</u>	<u>-18,663.90</u>
Other Current Liabilities			
Vacation Payable	2,019.00	1,685.00	334.00
Current Portion-Long-Term Debt	790,000.00	790,000.00	0.00
Accrued Interest Payable	509,285.00	509,285.00	0.00
Total Other Current Liabilities	<u>1,301,304.00</u>	<u>1,300,970.00</u>	<u>334.00</u>
Total Current Liabilities	<u>-107,818.51</u>	<u>-89,488.61</u>	<u>-18,329.90</u>
Long Term Liabilities			
Long-Term Debt	22,343,121.00	22,343,121.00	0.00
Total Long Term Liabilities	<u>22,343,121.00</u>	<u>22,343,121.00</u>	<u>0.00</u>
Total Liabilities	22,235,302.49	22,253,632.39	-18,329.90
<b>Equity</b>			
Opening Balance Equity	-17,956,077.71	-17,956,077.71	0.00
Unrestricted Net Assets	513,527.54	781,075.07	-267,547.53
Net Income	194,891.08	165,813.05	29,078.03
Total Equity	<u>-17,247,659.09</u>	<u>-17,009,189.59</u>	<u>-238,469.50</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u>4,987,643.40</u>	<u>5,244,442.80</u>	<u>-256,799.40</u>

**Port of Newport - NOAA Fund**  
**Operating Statement 2014-2015**  
 July 2014

	<u>Jul 14</u>	<u>Jul 13</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Income			
Lease Income	211,761.51	211,497.03	264.48
Interest Income	0.00	1,054.92	-1,054.92
Total Income	<u>211,761.51</u>	<u>212,551.95</u>	<u>-790.44</u>
Expense			
Personal Services	648.67	8,619.59	-7,970.92
Materials & Service	15,008.23	33,519.31	-18,511.08
Total Expense	<u>15,656.90</u>	<u>42,138.90</u>	<u>-26,482.00</u>
Net Ordinary Income	196,104.61	170,413.05	25,691.56
Other Income/Expense			
Other Expense			
Capital Outlay	<u>1,213.53</u>	<u>4,600.00</u>	<u>-3,386.47</u>
Total Other Expense	<u>1,213.53</u>	<u>4,600.00</u>	<u>-3,386.47</u>
Net Other Income	<u>-1,213.53</u>	<u>-4,600.00</u>	<u>3,386.47</u>
Net Income	<u><u>194,891.08</u></u>	<u><u>165,813.05</u></u>	<u><u>29,078.03</u></u>

**Facility Maintenance Reserve Fund**  
**Balance Sheet**  
As of July 31, 2014

	<u>Jul 31, 14</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Umpqua Bank - Money Market	<u>166,595.95</u>
Total Checking/Savings	<u>166,595.95</u>
Total Current Assets	<u>166,595.95</u>
<b>TOTAL ASSETS</b>	<u><u>166,595.95</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Fund Balance	<u>166,595.95</u>
Total Equity	<u>166,595.95</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>166,595.95</u></u>

**Construction Fund - Port of Newport**  
**Balance Sheet**  
As of July 31, 2014

	<u>Jul 31, 14</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Construction Fund Bank Accts	750,613.91
Total Checking/Savings	<u>750,613.91</u>
Total Current Assets	<u>750,613.91</u>
<b>TOTAL ASSETS</b>	<u><u>750,613.91</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Fund Balance	750,613.91
Total Equity	<u>750,613.91</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>750,613.91</u></u>



**Bonded Debt Fund - Port of Newport**  
**Balance Sheet**  
As of July 31, 2014

	Jul 31, 14
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Gen Obligation Bond MM-OCB	320,406.00
Total Checking/Savings	320,406.00
Other Current Assets	
Undeposited Funds	42,271.45
Property Tax Receivable	67,552.12
Total Other Current Assets	109,823.57
Total Current Assets	430,229.57
Other Assets	
Bond Issue costs, net of amort.	282,476.00
Total Other Assets	282,476.00
<b>TOTAL ASSETS</b>	<b>712,705.57</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	318,986.25
Total Accounts Payable	318,986.25
Other Current Liabilities	
Bonds Payable - Current	275,000.00
Total Other Current Liabilities	275,000.00
Total Current Liabilities	593,986.25
Long Term Liabilities	
2007 Series Bonds	4,311,895.00
2008 Series Bonds	4,414,904.00
2011 Series Bonds	5,267,831.00
Total Long Term Liabilities	13,994,630.00
Total Liabilities	14,588,616.25
Equity	
Bonded Debt Fund Balance	1,108,548.00
Retained Earnings	171,917.15
Opening Balance Equity	-15,156,375.83
Total Equity	-13,875,910.68
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>712,705.57</b>

# Port of Newport

## Construction Fund

July 18, 2014 to August 18, 2014

Date	Num	Name	Memo	Amount
7/18/14	11761	Advanced Remediation	Oversite and Consulting Sediment Sampling	1,868.70
<b>TOTAL</b>				<b>1,868.70</b>

# Port of Newport

## NOAA Fund

July 18, 2014 to August 18, 2014

Date	Num	Name	Memo	Amount
7/18/14	12445	Central Lincoln PUD	Electric	53.67
7/18/14	12446	ASCO Services Inc	Annual Maint. Transfer Switch	1,200.00
7/18/14	12447	Emerson Network Power	Annual PM AC Unit	806.00
7/18/14	12448	IconiPro	Monitoring	75.00
7/18/14	12449	Ultimate Pest Control, LLC	Contracted Pest Control	125.00
7/29/14	12450	G & K Floors	Janitorial Services	450.00
7/29/14	12451	Halco Welding	Fabricate Pile Caps	2,895.00
7/29/14	12452	Overhead Door Company	Annual Service and Repair Door	920.00
7/29/14	12453	Pacific Habitat Services, Inc.	Eel Grass Monitoring Report	1,213.53
7/29/14	12454	Proctor Sales, Inc	Annual Maint. Boiler	1,552.00
7/29/14	12455	T & L Chemical Toilet Service	Holding Tank Rental	35.00
7/29/14	12456	Verizon Wireless	Phone charges	61.67
7/29/14	12457	Williams Scotsman Inc	Rent Mobile Office	242.54
8/5/14	12458	Stay'n Power Inc	Annual Service Wave Rider Lighting Inverter	2,700.00
8/5/14	12459	AVS Elevator	Monitoring	324.84
8/12/14	12460	Newport Auto Parts, Inc.	Door Ease	12.70
8/12/14	12461	Pioneer Telephone Cooperative	bus-159375	242.10
8/12/14	12462	TCB Security Services Inc	Elevator Phone Monitoring NOAA	20.00
8/12/14	12463	Thompsons Sanitary Service	Disposal & 20YD Dumpster	325.10
8/12/14	12464	Chase-Visa	Hippo Hardware Support	199.00
8/12/14	12465	Newport Sign Shop	Lamp Post Designation	75.00
8/12/14	12466	Northwest Fire Suppression	Inspection FM-200 Suppression Sys	1,420.00
8/15/14	12467	American Bankers Ins. Co.	Insurance	968.00
8/15/14	12468	Central Lincoln PUD	Electric	55.99
8/15/14	12469	Lincoln County Public Works	Fuel	127.14
8/15/14	12470	void	Lot Sweeping	0.00
8/15/14	12471	US Bank	Annual Admin Fee	650.00
8/15/14	12472	AVS Elevator	Monthly Service	162.42
8/18/14	12473	All-Ways Painting	Interior Wall Painting	3,660.00

**TOTAL** **20,571.70**

# Port of Newport

## Operating Fund

July 18, 2014 to August 18, 2014

Date	Num	Name	Memo	Amount
7/23/14	35714	Petty Cash	Office Supplies	236.66
7/18/14	35745	Cardinal Services, Inc.	Temp Office Assistants	2,334.15
7/18/14	35746	Central Lincoln PUD	Electric	6,068.03
7/18/14	35747	Century Link	Telephone	153.80
7/18/14	35748	Haglund, Kelley, Jones & Wilder LLP	Review Export Terminal	350.00
7/18/14	35749	Kevin Greenwood	Cell Phone Reimbursement	354.80
7/18/14	35750	News-Times	Budget Hearing Notice	203.49
7/18/14	35751	OCZMA, Inc.	OCZMA Meeting, W. Chuck	14.00
7/18/14	35752	Oregon Cascades West - COG	Annual Membership Dues	3,178.37
7/18/14	35753	Thompson's Sanitary Service, Inc	Disposal	375.30
7/18/14	35754	Toyota Financial Services	Forklift Leases	1,044.20
7/18/14	35755	U.G. Cash & Carry	Cleaner, Coffee, Food for Safety Meeting	112.53
7/18/14	35756	Central Lincoln PUD	Electric	2,444.54
7/18/14	35757	Century Link	Monthly Charges Telephone	191.56
7/18/14	35758	Central Lincoln PUD	Electric	3,271.03
7/18/14	35759	Department of Environmental Quality	Storm water NPDES CM	850.00
7/18/14	35760	Central Lincoln PUD	Electric Marina Showers and Laundry	975.09
7/18/14	35761	Chase - Visa	Zipcruiter, OMFA, LinkedIn	992.11
7/18/14	35762	City of Newport	June Room Tax	4,167.92
7/18/14	35763	SME Solutions, LLC	Inspection and Fuel Line Repair SB	3,864.94
7/18/14	35764	DH Goebel	Conceptual Design New Admin Bldg	6,000.00
7/23/14	35765	Phillip, Heer G-51	Moorage Refund - Boat Sold	1,028.00
7/23/14	35766	US Bank	GO Bds 2008 - 2014	450.00
7/23/14	35767	Department of State Lands	46006 Removal of Materials	750.00
7/23/14	35768	Marc Barnum	Security Deposit Refund	276.00
7/23/14	35769	Petty Cash	Cards, Office Supplies	114.10
7/23/14	35770	Ann Thomas	Moorage Refund - Boat Sold	228.00
7/23/14	35771	Jon Hunt	Moorage refund	609.00
7/23/14	35772	David West	Moorage Refund	33.00
7/23/14	35773	Mark Van Dyke	Deposit Refund	295.00
7/25/14	35774	Allegiance Benefit Plan Mgmt	Insurance	1,937.57
7/29/14	35775	Aflac World Wide Headquarters	Aflac	31.85
7/29/14	35776	Arcis	Test and Certify Cranes	2,635.00
7/29/14	35777	Business Oregon-OBDD	Loan 655-36-02	7,800.00
7/29/14	35778	Cardinal Services, Inc.	Temp Office Assistants	2,973.10
7/29/14	35779	CenturyLink - Business Service	Telephone	18.74
7/29/14	35780	Coast Range Equipment & Repair	Repair Main Sewer Pump	422.00
7/29/14	35781	Design Space	Customs Office	247.00
7/29/14	35782	G & K Floors	Janitorial Services SB and Customs Trailer	3,880.00
7/29/14	35783	Great America Financial Services	Copier Lease	139.60
7/29/14	35784	Mark Rahm	Steel Toed Boots	50.00

# Port of Newport

## Operating Fund

### July 18, 2014 to August 18, 2014

7/29/14	35785	NW Natural	SB Gas	132.03
7/29/14	35786	T & L Chemical Toilet Service	Chemical Toilets Bayfront	486.00
7/29/14	35787	T&L Septic Tank Service	Pump Septic Tank Terminal	450.00
7/29/14	35788	Verizon Wireless	Port cell phones	243.16
7/29/14	35789	void, print error	print error	
7/29/14	35790	ING (State of Oregon Plan)	Employee Contribution Differed Compensatic	200.00
7/29/14	35791	Legacy Libratory Services	Admin new hire drug screen	37.00
7/29/14	35792	Oregon Lodging Tax	2nd quarter Lodging Tax	669.22
7/29/14	35793	Pioneer Telephone Cooperative	SB Shop Phone	40.29
7/29/14	35794	Rydin Decal	Parking Permits and Launch Passes	450.55
7/29/14	35795	Suburban Propane	Propane	113.21
7/29/14	35796	Harbor Linen	Shower Curtains SB	120.85
7/29/14	35797	CoastCom Inc	Internet Provider	1,318.55
7/29/14	35798	FarWest Steel Corporation	Flat Bar for Fork Lift Rack	165.75
7/29/14	35799	Suburban Propane	Propane	182.64
8/5/14	35800	Alan Brown Tire Center	Tube and Flat repair	50.44
8/5/14	35801	City of Newport	Water and Sewer	3,096.40
8/5/14	35802	Direct TV	Cable SB RV Park	492.39
8/5/14	35803	G & K Floors	Janitorial Services SB and Customs Trailer	80.00
8/5/14	35804	Idea Print Works, Inc.	Hats	249.00
8/5/14	35805	Industrial Welding Supply, Inc	Acetylene & Lens	80.22
8/5/14	35806	Jim Durkee	Computer Repair TERM	192.00
8/5/14	35807	Lincoln Plumbing Inc	Repair Leaks SB RV Park	607.86
8/5/14	35808	Newport Plumbing Inc.	Plumbing Supplies	107.35
8/5/14	35809	Oregon Coast Technology Inc	Copier-Printer Port Office	76.42
8/5/14	35810	Platt	Dock Light Ballast	154.33
8/5/14	35811	Sherwin Williams	Paint for Parking Lot	983.07
8/5/14	35812	City of Newport	Water and Sewer	4,535.10
8/12/14	35813	ALSCO	Rugs and Towels	256.71
8/12/14	35814	Aisea Bay Power Products	Mower Blades, Pull Saw, Motor	684.24
8/12/14	35815	Employee	Mid Month Draw	100.00
8/12/14	35816	Employee	Employee Draw	450.00
8/12/14	35817	Carson Oil Company	Diesel IT	101.19
8/12/14	35818	Central Lincoln PUD	Electric	5,399.40
8/12/14	35819	Century Link	Telephone	351.30
8/12/14	35820	Employee	Mid Month Draw	500.00
8/12/14	35821	City of Newport	Water and Sewer C & D Dock	458.15
8/12/14	35822	Creative Landscape & Maintenance	Landscape Maintenance	1,200.00
8/12/14	35823	Design Space	Office Rental	835.00
8/12/14	35824	Dianne Walker	Mid Month Draw	400.00
8/12/14	35825	Direct TV	Monthly Cable SB Annex	310.91
8/12/14	35826	Employee	Mid Month Draw	475.00
8/12/14	35827	Grimstad & Associates	Audit Report 2014 In Progress	5,528.00
8/12/14	35828	Halco Welding, Inc.	Sand Blast Zinc Cleat	75.00

# Port of Newport

## Operating Fund

### July 18, 2014 to August 18, 2014

8/12/14	35829	Keller Supply Company	Plumbing parts for SB RR	493.00
8/12/14	35830	Employee	Mid Month Draw	500.00
8/12/14	35831	MACPHERSON, GINTNER & DIAZ	Review General Business Admin	1,778.16
8/12/14	35832	Employee	Mid month Draw	300.00
8/12/14	35833	Newport Auto Parts Inc	Filter and Oil	84.18
8/12/14	35834	News-Times	Coast Guard Appreciation	66.00
8/12/14	35835	Pioneer Telephone Cooperative	SB Office Phone	179.94
8/12/14	35836	TCB Security Services, Inc	Monthly Security contract	6,516.00
8/12/14	35837	Thompson's Sanitary Service, Inc	Trash Removal	7,301.66
8/12/14	35838	Xerox Corporation	Copier Rental and Print Charge SB	98.08
8/12/14	35839	Yaquina Boat Equipment, Inc	Coupler for Hoist	52.99
8/12/14	35840	Central Lincoln PUD	Electric	4,345.87
8/12/14	35841	Agate Beach Supply	Safety Orange Paint	132.70
8/12/14	35842	Airgas USA, LLC	Pipe Tool	78.19
8/12/14	35843	Barrelhead	Boits, Nails, Knee Pads	520.52
8/12/14	35844	Chase - Visa	Software Service, Zipcruiter, Chamber	630.78
8/12/14	35845	Dahl & Dahl, Inc	VOID: Dispose Bayfront Debris	0.00
8/12/14	35846	Good Sam RV Travel Guide & Campg	VOID: Wrong amount invoiced	0.00
8/12/14	35847	Idea Print Works, Inc.	Port Clothing	74.50
8/12/14	35848	JC Market	Meeting Supplies	32.36
8/12/14	35849	Newport Oregonian	Daily Paper	54.00
8/12/14	35850	Newport Signs	Registration Signs SB Marina	420.00
8/12/14	35851	Toyota Lift NW	Ring Clips	27.80
8/12/14	35852	Dahl & Dahl, Inc	Dispose Bayfront Debris	73.45
8/14/14	35853	Good Sam RV Travel Guide & Campg	Annual Directory Good Sam SB RV	4,800.00
8/14/14	35854	Road & Driveway	Prep/Pave PD7	3,622.13
8/14/14	35855	Coastal Paper & Supply, Inc.	Paper and Cleaning Products	3,806.01
8/14/14	35856	Pioneer Telephone Cooperative	SB Shop Phone	80.58
8/14/14	35857	Coastal Paper & Supply, Inc.	Paper and Cleaning Supplies	3,529.05
8/15/14	35858	AboveBoard Electric Inc	Reverse Phasing East Dock IT	85.00
8/15/14	35859	Cardinal Services, Inc.	Temporary Office Assistants	2,842.00
8/15/14	35860	Central Lincoln PUD	Electric	1,546.89
8/15/14	35861	CenturyLink - Business Service	Telephone	73.04
8/15/14	35862	Coastal Refrigeration	HVAC Repair SB	476.59
8/15/14	35863	Copelund Lumber Yards, Inc..	Treated lumber	203.90
8/15/14	35864	Creative Landscape & Maintenance	Trim Hillside	90.00
8/15/14	35865	Englund Marine Supply Co, Inc	Foul Weather Gear and Boots	467.21
8/15/14	35866	Fastenal Company	Work Light, Fasteners	122.81
8/15/14	35867	Gray's Web Design	Updates to Web Site	243.00
8/15/14	35868	Haglund, Kelley, Jones & Wilder LLP	Review Terminal Negotiations	2,875.00
8/15/14	35869	HC Etc., Inc	July IT CM	487.50
8/15/14	35870	Lincoln County Public Works	Fuel for Trucks	565.12
8/15/14	35871	North Coast Electric Company	Dock Receptacles	412.86
8/15/14	35872	Pioneer Printing, Inc.	Business Cards	179.86

# Port of Newport

## Operating Fund

### July 18, 2014 to August 18, 2014

8/15/14	35873	Quality Concrete Construction CO	Fuel Tank Caps	1,815.00
8/15/14	35874	Radar Plumbing	Replace Water Heater deposit	5,990.00
8/15/14	35875	Road & Driveway	Asphalt Repair SB Fuel Dock	872.50
8/15/14	35876	Staples	Paper, Toner, Boxes	1,076.23
8/15/14	35877	Suburban Propane	Propane	568.13
8/15/14	35878	Toyota Financial Services	Forklift Leases	1,044.20
8/15/14	35879	U.G. Cash & Carry	Coffee, Creamer, Cups, Brooms	318.85
8/15/14	35880	Central Lincoln PUD	Electric	2,706.02
8/18/14	35881	Employee	Mid Month Draw August	300.00

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<b>TOTAL</b>	<b>158,498.87</b>
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# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Fifth day of August in the year Two Thousand Fourteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Port Of Newport  
600 SE Bay Blvd  
Newport, Oregon 97365  
Telephone Number: 541-265-7756

and the Architects:  
*(Name, legal status, address and other information)*

DHGoebel, Architect  
147 NE Golf Course Dr.  
Newport, Oregon 97365  
Telephone Number: 541-270-2758  
Fax Number: 541-265-7679

Capri Architecture, LLC  
P.O. Box 178  
Newport, Oregon 97365  
Telephone Number: 541-961-0503

for the following Project:  
*(Name, location and detailed description)*

Port Of Newport  
600 SE Bay Blvd  
Newport, Oregon 97365  
New Administration Building

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1347437639)



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1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### EXHIBIT A INITIAL INFORMATION

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

June 01, 2015

.2 Substantial Completion date:

August 01, 2016

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes:

(1347437639)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architects shall identify a representative authorized to act on behalf of the Architects with respect to the Project.

Dietmar H. Goebel, AIA: Architect of Record  
Dustin J. Capri, AIA, NCARB, LEED AP ND: Project Manager  
Amanda J. Capri, AIA, NCARB, LEED AP ND: Project Designer

Dustin J. Capri will be the representative and all communication on the project with the Owner will be coordinated through Dustin J. Capri

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

1,000,000.00

.2 Automobile Liability

500,000.00

.3 Workers' Compensation

N/A

.4 Professional Liability

1,000,000.00

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. Architectural and structural engineering will be performed by the Architects; the mechanical, electrical and plumbing engineering will be a part of the CM/GC construction contract and be a design build process with engineering provided by the sub-contractors and final drawings developed by the Architects. Civil engineering will be part of the basic services of the Architects.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

3.5.1.1 The method for procurement of construction shall be a CM/GC construction contract between the Owner and Contractor, with the Mechanical, Electrical and Plumbing bids to be a Design Build process coordinated by the Contractor. The Architects will work with the General Contractor and Sub-Contractors to develop the required drawings for permitting. The Architects will work with the Owner to develop the RFP for the CM/GC selection process and contracting.

#### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. An eleventh (11) month walk through of the project to determine performance of building to compliance to architectural and engineering will be a part of the basic services of the Architects.

## ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

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(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Included in basic	
§ 4.1.2 Multiple preliminary designs	N/A	
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	N/A	
§ 4.1.6 Building Information Modeling (E202™–2008)	N/A	
§ 4.1.7 Civil engineering	Included in basic	
§ 4.1.8 Landscape design	N/A	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Included in basic	
§ 4.1.10 Value Analysis (B204™–2007)	CM/GC service	
§ 4.1.11 Detailed cost estimating	CM/GC service	
§ 4.1.12 On-site Project Representation (B207™–2008)	N/A	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-Designed Record drawings	Included in basic	
§ 4.1.15 As-Constructed Record drawings	Included in basic	
§ 4.1.16 Post occupancy evaluation	Included in basic	11 month walk-through
§ 4.1.17 Facility Support Services (B210™–2007)	N/A	
§ 4.1.18 Tenant-related services	Included in basic	Available in DD Phase
§ 4.1.19 Coordination of Owner’s consultants	Included in basic	
§ 4.1.20 Telecommunications/data design	N/A	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	N/A	
§ 4.1.22 Commissioning (B211™–2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED® Certification (B214™–2012)	N/A	
§ 4.1.25 Fast-track design services	N/A	
§ 4.1.26 Historic Preservation (B205™–2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	N/A	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Final as-built drawings will be provided by the Architects. Construction photographs of critical systems will also be provided by the Architects.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 AS NEEDED ( AS NEEDED ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 AS NEEDED ( AS NEEDED ) visits to the site by the Architect over the duration of the Project during construction
- .3 AS NEEDED ( AS NEEDED ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 AS NEEDED ( AS NEEDED ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within THIRTY-SIX ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the

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Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

The Owner's Representative shall be Kevin Greenwood and all communication with the Owner shall be coordinated by Kevin Greenwood.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the

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Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

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person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

FIFTY-EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE DOLLARS (\$58,875.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

See article 4: Additional Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

See Article 4: Additional Services

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ZERO percent ( ZERO %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-five	percent (	25	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents	Forty-five	percent (	45	%)

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Phase				
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Ten	percent (	10	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
DIETMAR H. GOEBEL, AIA	\$125.00/HR
DUSTIN J. CAPRI, AIA, NCARB, LEED AP ND	\$85.00/HR
AMANDA J. CAPRI, AIA, NCARB, LEED AP ND	\$85.00/HR

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ZERO percent ( ZERO %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

THE AMOUNT DUE, BILLED AND TIME INCURRED IN THE INTEREST OF THE PROJECT AT THE TIME OF TERMINATION

Init.



§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Two Thousand Five Hundred Dollars and Zero Cents (\$ 2,500.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

1.00 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1.1 One member of the Architectural team will be at weekly scheduled design and construction review meetings.

12.2.1 The Owner will provide a boundary survey of the immediate area around the building and a geotechnical report of the building site.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

EXHIBIT "A" - DESIGN AND CONSTRUCTION SCHEDULE  
EXHIBIT "B" - SCOPE OF WORK

Init.

This Agreement entered into as of the day and year first written above.

OWNER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Signature)*

Kevin Greenwood, Port Manager

*(Printed name and title)*

ARCHITECT

  
\_\_\_\_\_  
*(Signature)*

Dietmar H. Goebel, Architect

*(Printed name and title)*

  
\_\_\_\_\_  
*(Signature)*

Dustin J. Capri, AIA - Capri Architecture, LLC

*(Printed name and title)*

Init.

User Notes:

(1347437639)



## Exhibit A - Design & Construction Schedule

August 5, 2014

2014	Jun	<b>Conceptual Design</b> <i>Jun 2014 - Aug 2014</i> <i>(Completed with DHGoebel, Architect &amp; Capri Architecture)</i>	- Develop 3 Concepts & Site Plan		
	Jul		- Identify Sustainability Strategies		
	Aug		- Building Program & Cost Analysis		
				- Review with Port Commission	
				- Negotiate Contract with Architect(s)	
				<i>* Contract Development and Negotiations will occur in August.</i>	
	Sep	<b>Schematic Design</b> <i>Sep 2014 - Oct 2014</i> <i>(Estimated 2 Months)</i>	- Develop Preferred Schematic Design	- Building Sections	
	Oct		- Public Workshop / Mailing	- Building Exterior Elevations	
			- 3D Model	- Review with Port Commission	
				- Preferred Site Plan	
	Nov	<b>CM/GC RFP</b> <i>Nov 2014 - Dec 2014</i> <i>(Estimated 2 Months, Overlaps with Design Development)</i>	- Prepare CM/GC RFP	- Value Engineering with CM/GC	
	Dec		- Review / Select CM/GC	- Identify MEP Subcontractors	
	- Review Drawings with CM/GC				
		- Sign Contract with CM/GC	<i>* Following Schematic Design, a preliminary project budget should be in place prior to CM/GC RFP, Design Development, Construction Documents and Building Permitting.</i>		
2015	Jan	<b>Design Development</b> <i>Dec 2014 - Feb 2015</i> <i>(Estimated 3 Months)</i>	- Design Development Drawings		
	Feb		- Draft Specs. & Renderings		
	Mar		- Refined Cost Estimate		
				- Review with Port Commission	
	Mar	<b>Construction Documents &amp; Building Permitting</b> <i>Mar 2015 - May 2015</i> <i>(Estimated 3 Months)</i>	- Develop Construction Documents	- Guaranteed Maximum Price (GMP)	
	Apr		- Final Specifications	- Final Project Review with Port Commission	
			- Value Engineering (VE) with GM/GC	- Obtain Building Permit	
			- Final Site Plan / Landscape Design		
				<i>* Following Construction Documents, a final budget and funding should be available.</i>	
	Jun	<b>Construction Period</b> <i>Jun 2015 - Aug 2016</i> <i>(Estimated 13 Months)</i>	- Visit site weekly or as necessary per construction activities		
	Jul		- Provide Commissioning Information		
	Aug		- Monitor Project Progress		
Sep	- Review and Approve Payment Requests				
Oct	- Respond to Requests for Information				
Nov	- Review Punchlist				
Dec					
2016	Jan				
	Feb				
	Mar	<i>* Design &amp; Construction Schedule can be accelerated upon request</i>			
	Apr				
	May				
	Jun				
	Jul				
	Aug				

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**Exhibit B - DHGoebel, AIA & Capri Architecture - Architectural Design Services**  
**SCOPE OF WORK - August 5, 2014**

With the completion of the conceptual design phase, we look forward to moving forward into the successive design phases. Our scope of work for Architectural Services is based on the attached Proposed Design and Construction Schedule. As a part of this proposal, we are outlining the overall architectural design fees necessary to complete the project. Our proposal is based on 10% of the cost of construction outlined in the Administrative Building Construction Conceptual Budget document. The proposed architectural budget of \$64,875 less the \$6,000 already paid results in a remaining architectural fee will be \$58,875.00. This fee is further detailed below:

**Architectural Design Fees**

**Conceptual Design Phase (COMPLETED)**

**\$6,000.00**

**Schematic Design Phase**

**\$11,775.00 (20%)**

- City of Newport Code Review / Memorandum of Understanding
- City of Newport Zoning Reclassification / Adjustment (if required)
- Promotional Mailing for Community Input
- Public Workshop (Facilitated by Design Team and Port of Newport)
- Review Meetings with Port Commission and Port Building Committee
- Preliminary Cost Estimating (developed with local contractors)
- Schematic Design Drawings
  - Schematic Floor Plan(s)
  - Schematic Design for Tenant Improvement Space(s)
  - Schematic Building Sections
  - Schematic Site Plan
  - Preliminary Civil Analysis
  - Preliminary Parking Analysis
  - Schematic Exterior Elevations
  - Utility Locates and Utility Plan(s)
  - Topographic Site Documentation
  - 3D Model
  - Promotional Renderings

**CM/GC RFP Phase**

**\$2,943.75 (5%)**

- Develop Request for Proposal (RFP) for CM/GC Services
  - Developed with review by the Port Commission, Port of Newport Administrative and Legal Staff
- Prepare Schematic Design Drawings for RFP
- Identify Potential Contractors for Selection
- Interview and CM/GC Proposal Review Meetings
- Assist in Contractor Selection and Preparing Notice of Intent to Award
- Develop Construction Contract for CM/GC Contractor
- Review Schematic Design Drawings with CM/GC Contractor
- Begin Preliminary Value Engineering (VE)
- Identify Mechanical / Electrical / Plumbing (MEP) Subcontractors with CM/GC

**Design Development Phase**

**\$8,831.25 (15%)**

- Cost Estimating (in collaboration with selected CM/GC Contractor)
- Review Meetings with Port Commission and Port Building Committee
- Fire Marshall Review
- City of Newport Review
- Value Engineering (VE) with CM/GC Contractor
- Weekly Project Review Meetings
- Exterior Material Selection
- Outline Specifications
- Design Development Drawings
  - Floor Plan(s)
  - Design for Tenant Improvement Space(s)
  - Building Sections
  - Site Plan
  - Civil Plan
  - Parking Plan
  - Exterior Elevations
  - Utility Plan(s)
  - Preliminary Roof Framing Plan(s)
  - Preliminary Foundation Plan(s)
  - Preliminary Building Systems Plan(s)
  - Updated 3D Model

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**Construction Documents Phase**

**\$26,493.75 (45%)**

- Weekly Project Review Meetings
- Value Engineering (VE) with CM/GC Contractor
- Final Exterior and Interior Material Selection
- Prepare and Coordinate Outline Specifications
- Finalize Site Planning and Landscape Design
- Identify Guaranteed Maximum Price (GMP) for the Project Construction Costs (in collaboration with selected CM/GC Contractor)
- Final Review Meeting(s) with Port Commission and Port Building Committee
- Construction Documents Drawings
  - *Floor Plan(s)*
  - *Design for Tenant Improvement*
  - *Site Plan*
  - *Context Plan*
  - *Roof Plan*
  - *Foundation Plans*
  - *Foundation Details*
  - *Floor and Roof Framing Plans*
  - *Shear Wall Plans*
  - *Wall Details and Wall Sections*
  - *Structural Details*
  - *Building Sections*
  - *Building Exterior Elevations*
  - *Interior Elevations*
  - *Reflected Ceiling Plan*
  - *Architectural Details*
  - *Civil Plans*
  - *Final 3D Model*
  - *Utility Plan(s) (with CM/GC Subcontractor)*
  - *Structural Analysis*
  - *Plumbing Plan(s) (with CM/GC Subcontractor)*
  - *Electrical Plan(s) (with CM/GC Subcontractor)*
  - *Mechanical Plan(s) (with CM/GC Subcontractor)*
  - *Final Code Review*

**Permitting Phase**

**\$2,943.75 (5%)**

- Preparing Permit Submission
- Responding to Inquiries from Building Department

**Construction Observation Phase**

**\$5,887.50 (10%)**

- Visit site weekly or as necessary per construction activities
- Respond to Requests for Information
- Provide Commissioning Information
- Monitor Project Progress
- Review and Approve Payment Requests
- Support Services for CM/GC Contractor
- Review Punchlist

**TOTAL PROJECT DESIGN BUDGET**

**\$64,875.00**

An initial retainer of \$2,500 will need to be made once this proposal is signed. Our time frame is flexible and can be accelerated or decelerated to best meet your needs. We look forward to continuing our relationship and seeing the Port of Newport's new administrative building become a reality. Please feel free to contact us if you have any questions.



Dietmar H. Goebel, AIA  
Principal - DHGoebel, Architect



Dustin J. Capri, AIA, NCARB, LEED AP ND  
Principal - Capri Architecture, LLC

Accepted By:

Mr. Kevin Greenwood, General Manager – Port of Newport

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 **DHGoebel, Architect**  
541.270.2758 dietmar@dhgoebel.com

 **capriarchitecture**  
541.961.0503 info@capriarchitecture.com

**ADMINISTRATION BUILDING CONSTRUCTION CONCEPTUAL BUDGET**

(based upon estimates from Goebel/Capri deliverables)

**CONSTRUCTION**

Admin Space	\$3,645	\$150	\$546,750
Lease Space	\$850	\$120	<u>\$102,000</u>
Construction Total			\$648,750

**SOFT COSTS**

Contingency	10.0%	\$64,875
Bonding/Insurance	2.5%	\$16,219
Fixtures/Furnishings	15.0%	\$97,313
Architectural Design	10.0%	\$64,875
Architectural Design		(\$6,000)
Permits/Fess	5.0%	<u>\$32,438</u>
Soft Cost Total		\$269,719

**TOTAL COST**

\$918,469

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600 S.E. Bay Blvd., Newport, OR 97365 / (541) 265-7758 / [www.portofnewport.com](http://www.portofnewport.com)

July 23, 2014

Spencer Nebel, City Manager  
City of Newport  
169 SW Coast Hwy.  
Newport, OR 97365

RE: TEMPORARY OFFICE STRUCTURES AT 600 SE BAY BLVD.

Dear Spencer,

The Port of Newport has begun the process of building a new administrative office building that may also house the U.S. Customs office. Currently both offices are housed in temporary trailers that soon will be out of compliance with City code.

We are formally asking for permission to extend the period of time that the Port and US Customs trailers may remain on site through September 2016. We are also asking that the underlying zoning of the proposed building site (W-2) remain until a more suitable use can be found on port property for the W-2 zoning. Upon an approved future proposal, the Port would apply for a zone change to utilize the more flexible zoning. The proposed administration building is allowed in both W-2 and W-1 zones.

I have discussed our building and financing plan with both Derrick Tokos and the Port Commission and confidently feel that we can be moved in to our new buildings by Fall of 2016.

The Port is hopeful that we can enter into an architectural contract at the Port's August regular meeting though we will want to make sure that we have the City's approval to stay in our current trailers through the end of construction.

Sincerely,

Kevin Greenwood  
General Manager

cc: Derrick Tokos, Community Development Director  
Port of Newport Commission



CITY OF NEWPORT  
169 SW COAST HWY  
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



phone: 541.574.0629  
fax: 541.574.0644  
<http://newportoregon.gov>  
mombetsu, japan, sister city

August 18, 2014

Kevin Greenwood  
General Manager  
Port of Newport  
600 SE Bay Blvd.  
Newport, OR 97365

**RE: Temporary Office Structures at 600 SE Bay Blvd**

Dear Kevin,

Thank you for your letter of July 23, 2014 (attached) in which you outline the steps that the Port of Newport will be taking to construct a new administrative office building to replace the temporary trailers that you have been using to house Port administrative functions and U.S. Customs staff.

The City issued temporary structures permits for both trailers pursuant to Chapter 14.09 of the Newport Municipal Code. Such permits are good for two (2) years, with an option for a one-year renewal. The permit for the trailer that is being used as the Port's office expired May 31, 2014 (File No. 10-TSP-12). It was originally issued in 2012. The permit for the trailer that is being used by the U.S. Customs Service expires January 1, 2015. It was originally approved in 2009 (File No. 3-TSP-09), with a permit for an additional two-years being approved in 2012 (File 2-TSP-12). The current authorization is a one year extension of the 2012 approval.

Temporary structures permits are intended for short-term uses that are truly temporary in nature. The level of City review is minimal and doesn't delve into zoning, building codes, and other health and safety standards to the same degree as a permanent use. For this reason, we are sensitive to the number of consecutive, temporary authorizations that are granted to the same use or activity.

You indicate in your letter that the Port of Newport has a plan in place to construct permanent office space for these uses, with the intent that the facility will be ready for occupancy by fall of 2016. Given this commitment from the Port, I believe that it is reasonable for the City to issue new two-year, temporary authorizations for each use provided you demonstrate that the applicable criteria are satisfied. This should get you close enough to the date that the permanent facility will be completed that you can transition into that space. Please contact our Community Development Director, Derrick Tokos, to obtain the appropriate application forms.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Nebel", written over a horizontal line.

Spencer Nebel  
City Manager

xc: Derrick Tokos, Community Development Director  
Attachment



# PACIFIC HABITAT SERVICES, INC

9450 SW Commerce Circle, Suite 180  
Wilsonville, OR 97070

(800) 871-9333 • (503) 570-0800 • Fax (503) 570-0855

## AMENDMENT #7

July 24, 2014

**Kevin Greenwood, General Manager**  
**Port of Newport**  
600 SE Bay Boulevard  
Newport, OR 97365

**In Re: International Terminal Renovation in Newport**  
**PHS Project No 4540**

Kevin:

This amendment is for the preparation of a Biological Assessment, the mitigation plan, responding to the agencies issues regarding the proposed dredging at the International Terminal, obtaining an easement from DSL for the mitigation area, and interaction with the contractor during the construction of the mitigation area. This also covers communication with the Port's project team and others working on gaining State and Federal approvals for the dredging and the preparation of an as-built report for the mitigation area.

A summary of the budget to date is as follows:

<b>PHS:</b>	
Original Budget: .....	\$47,272 (includes \$425 reimbursable expenses)
Amendment #1 to Original Budget: .....	\$43,235 (includes \$1,175 reimbursable expenses)
Amendment # 2 .....	\$2,650 (all reimbursable expenses)
Amendment #3 .....	\$26,926 (includes \$627 in reimbursable expenses)
Amendment #4 .....	\$20,000 (includes \$692 in reimbursable expenses)
Amendment #5 .....	\$1,000
Amendment #6 .....	\$16,429

This Amendment Number 7 is for an amount not to exceed **\$22,500**. Reimbursable costs expended in providing the environmental consulting services will be billed at cost. Work will be conducted on a time and materials basis and you will only be charged for time worked on the project. The total amount will not be exceeded without written approval from the Port of Newport.

If this is agreeable to you, please sign below. Please call if you have any questions.

Sincerely,

7/24/14

John van Staveren, Project Manager  
Pacific Habitat Services, Inc.

Date

Kevin Greenwood, General Manager  
Port of Newport

Date

## LEGAL SERVICES AGREEMENT

This Agreement is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Port of Newport (“Port”), and Macpherson, Gintner & Diaz (“Attorney”).

### RECITALS:

- A. WHEREAS, the Port has a need for legal services with the particular training, ability, knowledge, and experience possessed by Attorney; and
- B. WHEREAS, the Port has determined that Attorney is qualified and capable of performing the professional services as Port does hereinafter require, under the terms and conditions set forth here.

### AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

- 1. This Agreement shall become effective on the date above and will continue until Port or Attorney terminates this Agreement.

At any time with or without cause, Port or Attorney shall have the right to terminate this Agreement. Upon such termination, Port shall pay Attorney for work actually performed and expenses actually incurred in performance of this Agreement prior to termination.

- 2. Port hereby engages Attorney as its legal counsel and Attorney accepts such engagement. Pete Gintner shall be the lawyer primarily responsible for provision of services, but may refer certain matters to other lawyers or legal assistants for Attorney depending on the need for specific skills and availability.
- 3. The duties of Attorney shall be as follows:
  - a) Attendance at Board of Directors meetings, staff meetings, and other meetings upon request.
  - b) Provision of legal advice and assistance relating to legal affairs at the request of General Manager, Board members, or their delegates.
  - c) Preparation of contracts, leases and other legal documents, or review and approval of such documents prepared by others.
  - d) Representation of Port in contracts, real estate, labor, and other negotiations.

- e) Representation of Port in litigation and appeals or supervision of same.
- f) Other duties as may be prescribed by the General Manager or the Board of Directors.

4. Attorney shall be paid on an hourly basis for the above services at the following hourly rates:

Partners	\$150 per hour
Of Counsel/Associates	\$150 per hour
Paralegals/Legal Assistants	\$ 50 per hour

- 5. In addition to the above rates, Port shall reimburse Attorney for out of pocket expenses including but not limited to filing and services fees, postage, facsimile, copying, long distance phone, messenger service, travel, search fees, recordation fees, public notices, trial and reported fees, deposition transcripts, blueprint and photography, computer legal research and expert witness fees. Collection of such expenses shall be recovered at Attorney's direct and actual cost, without markup.
- 6. Attorney shall make and keep reasonable records of work performed and expenses incurred pursuant to this Agreement and shall provide detailed monthly billings to Port. Billings shall be paid in full within thirty (30) days of receipt thereof.
- 7. Attorney agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with matters assigned to Attorney. No information, news, or press releases shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of the Port's General Manager or designee.
- 8. Attorney acknowledges responsibility for any and all liability arising out of their performance under the terms of this Agreement and shall hold Port harmless from, defend and indemnify Port as against any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from Attorney's acts, omissions, activities, or services in the course of performing this Agreement or for the acts or omissions of their assignees, transferees, agents, employees and/or subcontractors. This indemnity obligation will survive termination of this Agreement.
- 9. Attorney shall maintain professional liability insurance insuring Attorney against errors or omissions in the amount and on the conditions required by the Professional Liability Fund of the Oregon State Bar.

10. Attorney is an independent Contractor and nothing in this Agreement will be construed as forming a partnership or joint venture between the parties. Neither party to this Agreement may assign any rights in nor delegate any obligations under this Agreement without the written consent of the other except that it is expressly understood that the Port is the intended beneficiary of Attorney's work. Upon request, Attorney shall furnish to Port its employer identification number, as designated by the Internal Revenue Service.
11. Attorney and Port agree to submit all complaints, disputes and controversies that may arise out or on in connection with this Agreement or services provided, and which are not resolved through mediation, to binding arbitration under the laws of the State of Oregon Arbitration Rules of the Arbitration Service of Portland in effect at the time. Notwithstanding any rule to the contrary, either party will have the option to initiate arbitration according to the Rules of the Arbitration Service of Portland in effect at that time. The Oregon State Bar Fee Arbitration Service will be used if the dispute is over an Attorney billing. The decision of the arbitrator(s) will be final and binding up both parties.
12. Attorney shall not assign any of its obligations hereunder without the prior consent of Port. In the even the Attorney assigns, transfers or subcontracts any of the work contemplated or necessitated by the terms of this Agreement to some third party, Attorney will ensure that said third party is made subject to all the terms and conditions of this Agreement.
13. Attorney shall retain all books, documents, papers, and records that are directly pertinent to this Agreement and any work done under its term for at least three (3) years. Attorney shall allow the Port, or any of its authorized representatives, to audit, examine, copy, take excerpts form, or transcribe any books, documents, papers or records that are subject to the foregoing retention requirement.
14. The interest in any intellectual property, including but not limited to copyrights and patents or any type, arising form the performance of this Agreement shall vest in the Port. Attorney shall execute any assignment or other documents necessary to affect this paragraph. Attorney may retain a non-exclusive right to use any intellectual property that is subject to this paragraph. Attorney shall transfer to the Port any data or other tangible property generated by Attorney under this Agreement and necessary for the beneficial use of intellectual property covered by this paragraph.
15. If Attorney fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Attorney, or a subcontractor by

any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Attorney pursuant to this Agreement. The Port's payment of a claim under this paragraph shall not relieve Attorney or Attorney's surety, if any, from responsibility for those claims.

16. Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.
17. A waiver by a party of any breach by the other shall be deemed to be a waiver of any subsequent breach.
18. The laws of the State of Oregon shall govern this Agreement. The Attorney shall adhere to all applicable federal, state and local laws, and rules in performance of this Agreement. Venue shall be in the Circuit Court for Lincoln County, Oregon.

PORT OF NEWPORT

MACPHERSON, GINTNER & DIAZ

By: \_\_\_\_\_

By:   
Pete Gintner

Title: \_\_\_\_\_

Title: Partner

Date: \_\_\_\_\_

Date: 8/18/14



***Memorandum of Understanding Between the Lincoln County Historical Society (LCHS) and the Port of Newport.***

On 23 June 2014 the Port of Newport Board of Directors approved the loan of its 14 ft diameter, 14,000 pound ship's prop that was recently removed from the concrete-hulled ship *C.W. Pasley*. This ten-year loan between the Lincoln County Historical Society and Port of Newport includes the following stipulations:

1. The purpose of the loan is to enable LCHS to create an attractive, interesting, and engaging pedestrian friendly landmark outdoor exhibit on the Newport Bayfront. It will be exhibited on the triangular shaped lot directly across from Port Dock Five, formerly occupied by Howdy Eddelman's waterwheel.
2. LCHS will obtain approval from The City of Newport for its installation and obtain all necessary permits.
3. LCHS will provide interpretation and signage geared towards a general audience to accompany the prop that promotes LCHS's Pacific Maritime & Heritage Center, the history of the Port of Newport, and Yaquina Bay shipping.
4. Signage and interpretation will be developed with in partnership with the Port of Newport.
5. LCHS will not paint or physically alter the prop without prior approval from the Port of Newport.
6. LCHS will display the prop on an engineered stand at its own expense that has minimal physical impact on the prop. A prop mounting system will be employed that mimics (as much as possible) the mounting system originally employed to attach the prop to the *C. W. Pasley's* propeller shaft.
7. This ten year loan will commence when LCHS takes possession of the prop.

---

Kevin Greenwood  
Port of Newport  
General Manager

Date

---

Steve Wyatt  
Lincoln County Historical Society  
Executive Director

Date



600 S.E. Bay Blvd., Newport, OR 97365 / (541) 265-7758 / [www.portofnewport.com](http://www.portofnewport.com)

July 23, 2014

Peggy Hawker, City Recorder  
Tourism Facilities Grant Review Task Force  
City of Newport  
169 SW Coast Hwy.  
Newport, OR 97365

RE: LCHS PROPELLER PROMENADE PROJECT

Dear Peggy,

The Port of Newport is supportive of the Lincoln County Historical Society's Propeller Promenade project. We are looking forward to collaborating with them on this interesting and logistically challenging endeavor. The project promises to be a boon for the Pacific Maritime & Heritage Center, the Port, and Newport's Bayfront.

The Port understands that a minimum ten-year commitment to this project is necessary and I'm prepared to support this commitment to the Center's proposed site. The Port Commission will meet on August 26<sup>th</sup> to ratify the ten-year agreement.

It will be critical that parking be retained at this location as well.

If the Port can be of any further assistance on this project please don't hesitate to contact me.

Sincerely,

Kevin Greenwood  
General Manager

cc: Port of Newport Commission  
Steve Wyatt, Lincoln County Historical Society





## REPORT

To: Kevin Greenwood, Port Manager  
From: Kevin Bryant, Commercial Marina Harbormaster  
Copy: Darlene Webster  
Date: August 20th, 2014

Re: August Managers Report

---

### **Maintenance**

Weed eating done to east lot and Dock 7 area.

#### **Port Dock 3**

Replaced all of the decking on the approach of PD3.

#### **Port Dock 5**

Removed dock hoop on PD5B and installed a new one.

#### **Port Dock 7**

Removed the old ramp rail at PD7 and replaced all the railing with new.  
Piling fell on PD7X2 so the piling was cut and removed from water.

### **Fishing Fleet Activity**

Tuna season and Hag Fish season going strong. Over 110 to date fishing vessels unloaded/load at the hoist dock. Tuna has been filling up semi trucks (14 approx) so far. One buyer alone purchased 450 thousand lbs of just Tuna, besides normal box truck loads of other fish that other buyers were purchasing.

### **Other Activities**

Recycled 5,500 lbs of waste oil.  
Hoist inspection was done this month and pass 100% with no issues.

### **Overview of Services for this Month**

Vendors are having problems finding long term refrigeration trucks for stock.



600 S. E. BAY BOULEVARD NEWPORT, OREGON 97365 (541) 265-7758 FAX (541) 265-4235

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**To:** Port of Newport Commission  
**From:** Jim Durkee, Terminal Operations Supervisor  
**Copy:** Port Management Staff  
**Date:** August 20th, 2014  
**Re:** August Manager's Report

---

### Maintenance

Coast Crane did the annual inspection and service on the Grove Hydro-Crane. I had them repair the clicker in the handle that lets you know when the cable is moving when the block is out of your eyesight.

Arcxis performed the annual inspection on the fixed hoist. They had me replace the cable so I ordered a new cable to keep as a back-up.

Papé Material Handling did the PM on the H90 and H250 fork lifts.

### Construction

I got an initial quote for possible paving west of the terminal building for gear storage in the event I have to move all of the fishing gear back on to port owned property.

Cardboard boat construction in the shop.

ACOE dredging started August 10<sup>th</sup>.

### Fishing Fleet Activity

The shrimp and whiting fleets have made frequent trips to the dock for net repair work or just for moorage in the case of the whiting boats. A couple of boats switched gear and headed up to Alaska to fish for about a month. NMFS finished their first survey, the boats switched gear and the nets were sent to Seattle. Those nets came back and two different boats are set up for the second survey.

### Other Activities

There was a minor theft of gear (apparently for yard decoration). The gear was returned and a denial of access will be issued, no charges were filed.

I found what I thought must be a leak under the fittings on the fixed hoist. I was unable to get the hoses to leak again so I tightened the fittings and spread cat litter to absorb the fluid from the dock. I am suspicious that someone may have tampered with the hoses. It happened over the weekend and there were just too many videos to go through to be sure.

The east dock and the west dock shore powers were not phased the same, causing motors to spin backward when you moved your boat from one spot to another. I had Aboveboard Electric come in and reverse the phasing on the east dock.

The hard drive died on the terminal computer so I spent some time getting things set back up, reloading office, etc. I just had the connection to the main server reestablished Monday. I am still hoping some of the data can be retrieved from the old drive. The Fishing for Energy Recycle bin was picked up for the second time this year.

### Overview of July Services

14 fishing vessels spent a total of 95 days moored at the Terminal dock.

19 fishing vessels used the Terminal dock for work.

At least 2 fishing vessels loaded fuel.

19 hours of forklift service were provided.

22 hours of crane service were provided.



## FACILITY MANAGER'S MONTHLY REPORT

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**FACILITY:** NOAA MOC-P  
**DATE:** 8/21/2014  
**PERIOD:** Aug 2014  
**TO:** Kevin Greenwood  
**ISSUED BY:** Rick Fuller

---

### Summary

August concluded 90% of scheduled annual inspections and catching up on regular activities was the priority this month. Systems requiring emergency power backup are starting to show their life expectancies resulting in battery orders and replacements. The machine shop overhead door operator has failed and is scheduled for a main control board replacement. Diagnostics are currently being performed by Secure Com on one of the fire alarm panels which has an intermittent but continuing nuisance trouble condition. Cost of the repair is undetermined until the trouble source has been identified. The fire alarm system is 100% operable. The painting of common area walls contractually required by the lease has started and is proceeding ahead of schedule. AllWays Painting from Lincoln City was awarded the painting contract that was approved by the commission at its last regular meeting.

The wharf usage was steady with visiting ships and the return of the NOAA ships Ron Brown and Bell Shamada. Annual inspection of the cathodic system will be scheduled for next month. The McArthur and Ka'Imimoana remain at berth #5 & #6. There is no speculation when the ships will be moved from the NOAA facility. See the attached ship log for bar crossing activities.

As indicated in last month's report, the eel grass monitoring and count study was continued and successfully concluded by Pacific Habitat Services with the help of community volunteers. The annual report is expected to reflect about the same progress for the mitigation area as last year. The east and south shoreline at the mitigation site may require additional excavation for the establishment of successful aquatic growth.

8/4 - Participated in review of AIA contract for DHGoebel - Capri Architectural services for the proposed Admin building

8/7 - Participated in a phone conference call with GSA and CBC regarding the latest update of the proposed lease space for US Customs. The main topic was the PON update of the buildings conceptual development and the next steps for a lease extension including the start of lease negotiations in the admin new building.

8/18 - Provided dredging RFQ documents for consideration for use at the International Terminal













8/19 - Provided lot dimensions and drawing for PON property south of NOAA at YVFC








Total NOAA full time building occupancy is approximately 71% of total office space available.

### **Specific work this period:**

- Regular scheduled monthly and quarterly preventative maintenance
- Grounds maintenance
- Contract preparation and start of 3 year common area painting
- Annual inspections for Fire alarm, Fire sprinklers, FM200 fire suppression, HVAC
- Continued diagnostics of fire panel Demux Audio trouble condition
- Grounds preparation for the annual Albacore Tuna Challenge

# NOAA MOC-P Bar Crossing Log      2014

	ARRIVAL	DEPARTURE	NAME	ROSTER#	NOTE
	10/7/2013	1/13/2014	Rainier	39	Bound for Alaska
	9/16/2013	1/19/2014	Bell M. Shamada	22	Bound for Alaska
	1/20/2014	3/31/14	State Patrol boat "Guardian"	2	Small boat dock
	10/23/2013	3/26/14	Fairweather	35	Bound for Seattle
	3/26/2014	4/21/14	Rainier	31 38	Crew change/maintenance repairs
	4/22/2014	4/22/14	Dredge Yaquina	40	Fuel/ crew change
	5/11/2014	6/24/14	Bell M. Shamada	21 31	Change of command, crew leave, maintenance
	6/3/2014	6/3/14	Dredge Yaquina	40	Fuel/ crew change
	6/6/2014	6/8/14	USCG Buoy Tender "Fir"	46	Supply/shore leave
	6/6/2014	6/10/14	RV Thomas G. Thompson	23 45	Supply/shore leave
	6/14/2014	6/23/14	RV Thomas G. Thompson	45	Supply/shore leave/Inspection
	7/3/2014	7/6/14	RV Ocean Starr (CalCOFI)	23	Supply/shore leave

	7/11/2014	8/3/2014	Bell M. Shamada	31 30	Crew leave, maintenance
	7/30/2014	8/1/14	RV Thomas G. Thompson	45	Supply/shore leave
	8/3/2014	8/10/2014	NOAA RV Ron Brown	25 56	Supply/shore leave
	8/9/2014	8/13/2014	MBARI RV Rachael Carson	9 11	Supply/shore leave
	8/11/2014	8/13/2014	RV Thomas G. Thompson	54 56	Supply/shore leave
	8/19/2014		MBARI RV Rachael Carson	11	Supply/shore leave
	8/19/2014		NOAA RV Ron Brown	56	Supply/shore leave
			TOTAL	761	

# Occupancy

To: Port of Newport Board of Commissioners

From: South Beach Marina & RV Park

Date: August 15, 2014

Re: **July** South Beach Occupancy Report

---

July was a good month for both RV parks. We had 16 long term monthly guests in the Annex Park with record occupancy numbers for the entire month of July. Reservations for the rest of the summer are above average.

Marina transient boat activity has increased and we signed up 14 new monthly moorages, but long term moorages are still below average for this time of year.

## Occupancy Figures:

	2013	2014	Change
Marina	10383	9776	-5.85%
Marina RV	2999	3248	12.83%
Annex RV	1093	1433	31.11%
<b>Totals</b>	<b>4092</b>	<b>4681</b>	<b>14.39%</b>



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## MANAGERS REPORT

To: Port of Newport Board of Commissioners

From: Chris Urbach, Harbormaster

Copy: Port Management Staff

Date: August ,18 2014

Re: South Beach Operations

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The asphalt and concrete repairs at the fuel dock have been completed. I am still waiting on Four-C Environmental to give me a quote on the next round of testing.

Roque's construction on the new warehouse is still moving along and they have started to install a new chiller and CO2 tank on the south side of the main warehouse.

I meet with Doug Bolthouse with DPSST and the training for the skid stir truck will be the first two weeks in November and will be in the boat launch lot not the dry camp lot.

ODFW extended the all depth halibut two days witch made for a busy weekend Aug.15-16 but everything went well and most people caught fish and I think the quota was meet.

The new water heaters for the marina showers and laundry have been installed and are working well.

We had a meeting with SDAO about the two injury's that we have had while pushing the dumpsters up on to the compactor and there may be some money available to purchase a dumpster pusher to help stop these injury's.

We have been very busy with all the other chores that summer brings.





## TCB Security Services, Inc.

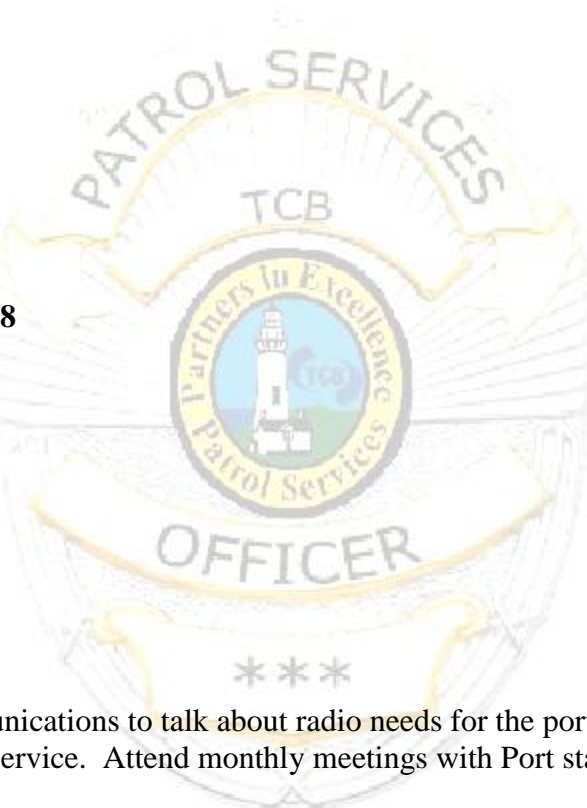
437 N.E. 1<sup>st</sup> St  
Newport, Or. 97365

Office: 541-265-5265  
Fax: 541-265-4552  
24hr Dispatch 541-574-2828

### Port Of Newport July 2014 Public Safety Report

**Man Hours Worked: 296 hours**  
**Court Time: 0**

Assist Other Agency	2
Alarm	1
Boat Inventory	67
Boat Related Incidents	3
Disturbance	1
Field Interviews/Contacts	16
Foot Patrols	22
Open Doors	2
Patrol Checks	428
RV Inventory	34
Theft Investigation	1
Suspicious Activities	9
Suspicious Vehicle	7
Ordinance Violation	8
Parking Violations	52
Lost Property	1
Hazard	1



#### Meetings Attended:

Meet with Event Communications to talk about radio needs for the port as the ones currently in use are outdated and in need of service. Attend monthly meetings with Port staff.

#### Investigations:

Provided investigative assistance concerning theft from the international terminal. Case report was taken. Property was returned to owner.

#### Other:

Provided the Port with 2 additional officers for July 4<sup>th</sup>. It was a very busy night and officers engaged in several contacts with persons who were in violation of PFC. In total officer collected over 30 illegal fireworks on Port property. They were turned over to Newport Fire .

Submitted By: Mike Goff

**PORT OF NEWPORT  
MINUTES OF SAFETY COMMITTEE MEETING  
July 8th, 2014**

The meeting of the Port of Newport Safety Committee was called to order at 11:30am in the NOAA MOC-P conference room.

Committee members present:

Fred Hauert	Jim Durkee	Rick Fuller
Barb Martin	Bryan Farmer	

**MINUTES**

The minutes from the May 20th, 2014 Safety Committee Meeting were approved as submitted.

**OLD BUSINESS**

1. Noise Level Tests – Special Districts had an industrial hygienist come out and check sound levels for on pieces of equipment including the Grove, the Mildred C and various tools. We have not received a report yet.
2. HAZCOM Class – We will have a class this fall, after things slow down a little in South Beach but before it gets too busy in the Commercial Marina, that way we can get the whole crew together as one for training. I will leave this on the agendas as a reminder.

**NEW BUSINESS**

1. Hoist Inspections – Arxcis will be coming July 23<sup>rd</sup> to do annual inspections on the hoist dock hoists at the commercial marina and the 4,000 pound hoist on the terminal dock.

**MONTHLY INSPECTION REPORTS**

1. Kevin Corwin was off so we still need a quarterly inspection from the commercial marina. All other areas turned in their reports.
2. Fuel lines were repaired in the South Beach Marina.

**ACCIDENT/INCIDENT REVIEW**

No Accidents were reported.

**OPEN FORUM**

1. Fourth of July issues were discussed.
2. Crane training is coming up for Devin Whaley and Bryan Farmer, also, Kevin Corwin will be having his recertification.

3. The possibility of providing a safer route from the RV park to the north docks in the South Beach Marina was discussed. Fred will discuss this with Chris, though this might be a project that should wait for a project manager.
4. Thanks again to the South Beach crew for getting the crosswalk painted.

**The next Safety Committee Meeting will be held on Tuesday, August 12th, 2014 at 11:30a.m., at the South Beach activities room, if available.**

---

Jim Durkee, Safety Committee Secretary

## **PROCESS FOR SELECTION DIRECTOR OF FINANCE**

**DONE! Step 1. Director of Finance Attributes.** The General Manager has reviewed essential and desired Director of Finance attributes. (Attachment “A”)

**DONE! Step 2. Director of Finance Job Description.** The Director of Finance Job Description was reviewed at the Port Commission’s June 24<sup>th</sup> regular meeting.

**DONE! Step 3. Director of Finance Benefit Package.** The Director of Finance Benefit Package shall be the same as other Port employees as prescribed in the Port’s Compensation Plan (Res. No. 2014-06), except that the annual Salary Range shall be listed as \$65,000-85,000, though the General Manager reserves the right to negotiate separate terms if it benefits the Port and is within budget.

**DONE! Step 4. Interim Director of Finance.** The General Manager hired the current Accounts Receivable Accounting Assistant to serve as the interim Director of Finance to run the finance operation until a permanent position can be filled. The interim Director of Finance may apply for the permanent position but it is the intent of the Port to find the most qualified person for the position.

**DONE! Step 5. Advertisement.** The General Manager will rely on more digital and online opportunities for recruiting candidates. At a minimum, the Port will advertise the opportunity in the *Newport News Times*. Online advertising will be acquired through Port membership associations including the Oregon Public Ports Association (OPPA), Pacific Coast Congress (PCC), Special Districts Association of Oregon (SDAO), American Association of Port Authorities (AAPA), Pacific NW Waterways Association (PNWA), Oregon Municipal Finance Officer Association (OMFOA), Association of Pacific Ports (APP), NW Marine Terminal Association (NWMTA), Oregon Cascades West Council of Governments (OCWCOG), and Oregon Coastal Zone Management Association (OCZMA). Other possible advertising opportunity could be pursued through the Alaska Municipal League (AML), Washington Public Ports Association (WPPA), Association of Washington Cities (AWC), League of Oregon Cities (LOC), Association of Oregon Counties (AOC), Alaska Association of Harbormasters and Port Administrators (AAHPA). Additional affordable advertising opportunities, including networking, are also encouraged.

**DONE AND ON TRACK! Step 6. Tentative Timeline.** The General Manager has reviewed a tentative timeline and would like to have the new Director of Finance start no later than October 1, 2014. (Attachment “B”)

### **NEXT STEP... Section 7. Screening Process.**

- A. **DONE!!** General Manager/Commission liaisons/SDAO/Auditor shall receive and review all applications. Copies of all applications shall be shared with the General Manager.
- B. **DONE!!** Four candidates were forwarded from review for interviews following initial reference checks. They are Jim Hinkle, CFO Port of Anchorage; Stephen Larrabee, most recently Business Development Director for the Siletz Tribe; Renee Sinclair, most recently Finance Director for City of Cannon Beach; Barb Martin,

Interim Director of Finance for Port of Newport.

- C. **DONE!!!** Successful candidates shall be invited by letter and phone call to participate in the Interview Process. Mileage reimbursement and overnight accommodations shall be provided for out of county candidates. Letters shall also be sent to unsuccessful candidates thanking them for their interest.

**Section 8. Preliminary Interview Process.**

- A. **ON TRACK!!!** A technical committee will be formed to interview the screened applicants on August 29th. The selection committee will be made up of two Port Commissioners (Barton, Brown), the Port's auditor (Signe Grimstad), the General Manager (Greenwood), and the Port's NOAA MOC-P Terminal Manager (Fuller).
  - a. Five Candidates. Committees of Staff/Dept. Heads, Commissioners, Technical Committee, Facility Tour, General Manager
  - b. Four Candidates. Committees of Staff/Dept. Heads (Fuller, Durkee, Gabrielson), Commissioner/Elected (Brown, Barton, Doug Hunt), Technical Committee (Grimstad, Mike Murzyrsky, Brian Barth), Facility Tour (Greenwood, John Baker)
  - c. Three Candidates. Facility Tour (Greenwood, Baker), Internal (Brown, Fuller, Durkee, Gabrielson), External (Barton, Grimstad, Hunt, Murzyrsky, Barth)
- B. Port staff will conduct tours of port facilities. (Greenwood/Baker)
- C. John Baker will facilitate scoring and the committee shall forward one or two finalists for final interviews.

**Section 9. Final Interviews.** The General Manager will interview the finalists with both Port Commissioners providing support.

**Section 10. Non-interference.** Commissioners shall encourage interested candidates to apply through prescribed means and to meet with the General Manager to review materials pertinent to the position. The General Manager shall review all candidates through an open process and reserve judgment until final interviews. Individuals are specifically prohibited from interfering with the General Manager's responsibilities outside of public meetings in conducting a transparent and fair recruiting process.

**Section 11. Re-opening the Recruitment.** The General Manager reserves the right to re-open the Recruitment Process at any point if they deem the pool of candidates unsatisfactory.

**Section 12. Modification.** The General Manager reserves the right to modify elements of the recruitment process in an effort to find the best candidate for the Port.

## ATTACHMENT “A”

### ESSENTIAL AND DESIRED DIRECTOR OF FINANCE ATTRIBUTES

#### Essential

- Integrity
  - Earns and maintains trust
  - Honesty
  - Truthfulness
  - Fairness
  - Builds goodwill and better relationships
- Good people skills
  - Personality
  - Verbal Communication (articulate, persuasive, public presentations)
  - Written Communication (vocabulary, precision, grammar)
  - Listening skill
- Leadership
  - Provides overall directional vision to staff
  - Ensures staff are competent through training and coaching
  - Gives staff opportunity to do their job well
  - Motivates staff to do their job well
  - Empathy
- Property Management, Land Development, Valuation
- Public Management
  - Budgeting, tracking, reporting, control actions, forecasting.
  - Modern governmental accounting theory, principles, and practices.
  - Human resource management, payroll.
  - Public contracts.
- Self motivated
  - Demonstrated background of achievement
  - Perseverance
  - Resilient - able to withstand adverse comments/criticism

#### Desirable

- Prior knowledge of ORS 777 port districts and/or marine facilities
- Prior knowledge of Oregon statutes.
- Capability for networking in the community.
- Information technology.
- Experience in working on a large project.
- Public grants and federal reporting.
- Working with public boards.

ATTACHMENT “B”

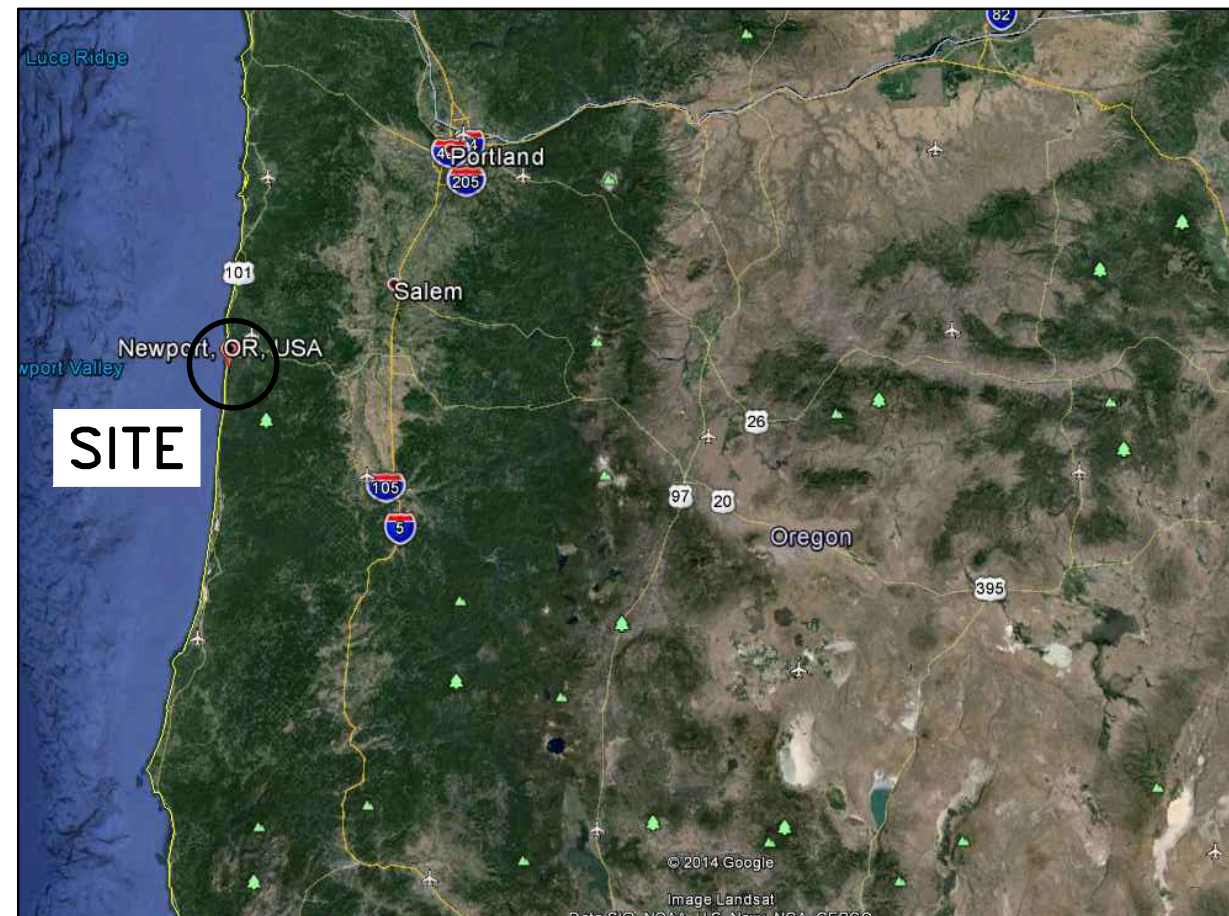
TENTATIVE TIMELINE\*

- DONE! Consider Recruitment Process .....June 24
  - DONE! Advertise Opening .....June 25
  - DONE! Applications Closed ..... August 1
  - DONE! Applications Screened ..... August 8
  - DONE! Correspondence to Applicants..... August 15
  - Interviews/General Manager to Select ..... August 29
  - Negotiations/Contract Signed..... August 30
  - Tentative Start Date .....September 15
- 1 day  
1 week  
4 weeks  
*\*subject to change*

NEWPORT SEA LION DOCK  
T11S, R11W, S8, NE $\frac{1}{4}$  OF SW $\frac{1}{4}$   
LINCOLN COUNTY, OREGON

NOTES:

1. PILE DRIVEN TO REFUSAL WITH VIBRATORY HAMMER; MIN. EMBEDMENT 10'.
2. ASSUMED TIP BEARING TO REFUSAL 5TSF.
3. CONTRACTOR REQUIRED TO COMPLY WITH COE/DSL PERMIT REQUIREMENTS.
4. CONTRACTOR REQUIRED TO COMPLY WITH CITY OF NEWPORT PERMIT REQUIREMENTS.
5. ALL PIPE PILE REQUIRED TO BE A53B.
6. ALL OTHER STEEL SHAPES TO BE A572 OR A36.
7. ALUMINUM GANGWAY DESIGNED BY OTHERS, ATTACHMENT WILL BE VERIFIED BASED UPON SHOP DRAWINGS.
8. PEDESTRIAN LOAD 100PSF BASED UPON RECOMMENDATIONS FROM OSMB (IBC REQUIREMENT 60PSF).



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LAND PLANNING \* WATER RIGHTS



705 SOUTH 4TH STREET PHONE: (541) 267-2872  
P.O. BOX 118 FAX: (541) 267-0588  
COOS BAY, OREGON 97420 www.stuntzner.com

\* COOS BAY \* DALLAS \*  
\* FOREST GROVE \*

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PRELIMINARY  
DRAWING

DESIGNED BY: RED

DRAWN BY: AER

CHECKED BY: RED

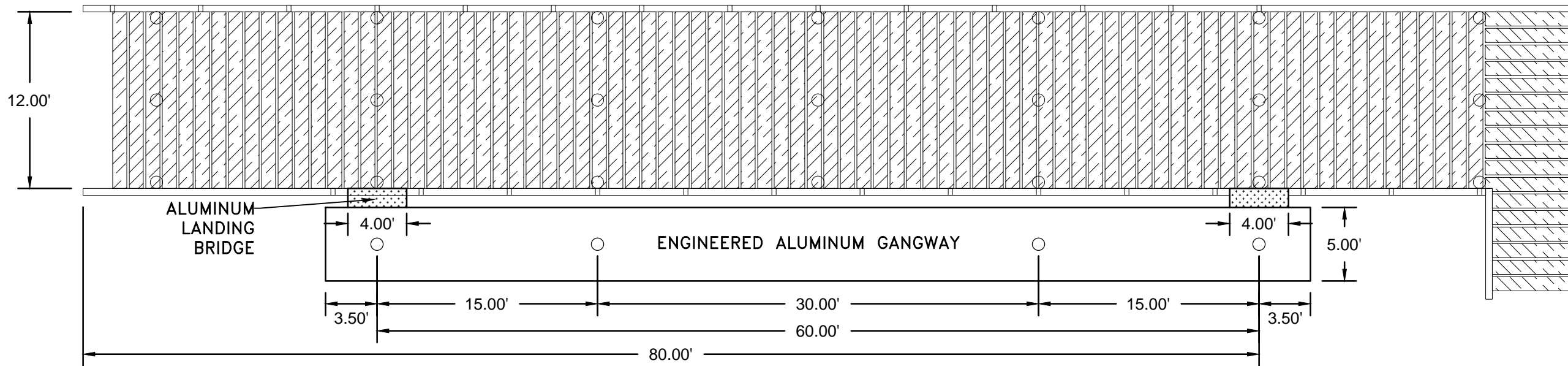
DATE: AUG. 08, 2014

REVISED:

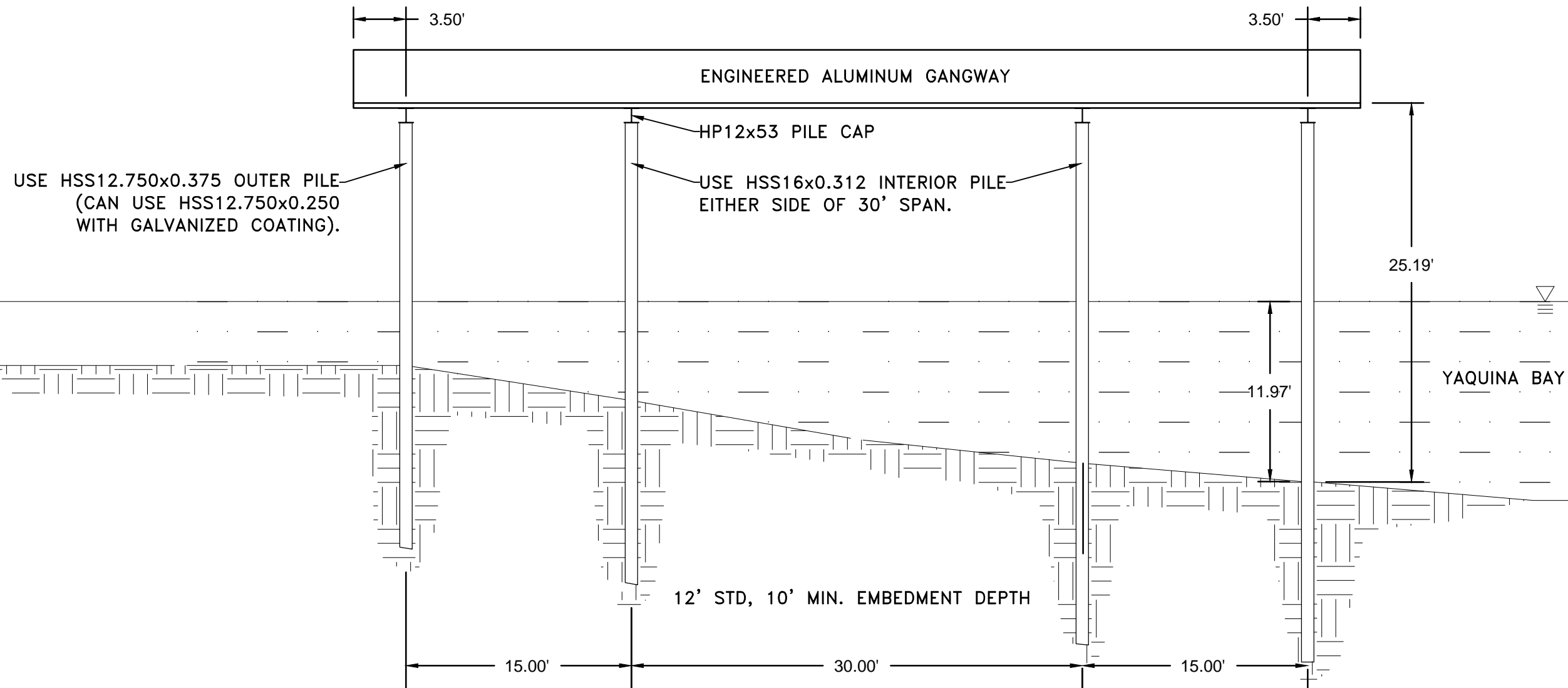
JOB NAME: SEA LION DOCK

JOB NO: 113-2-048 SHEET: 1 OF 3





PLAN VIEW: SCALE: 1' = 8'



ELEVATION VIEW: SCALE: 1' = 8'

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PRELIMINARY  
DRAWING

DESIGNED BY: RED

DRAWN BY: AER

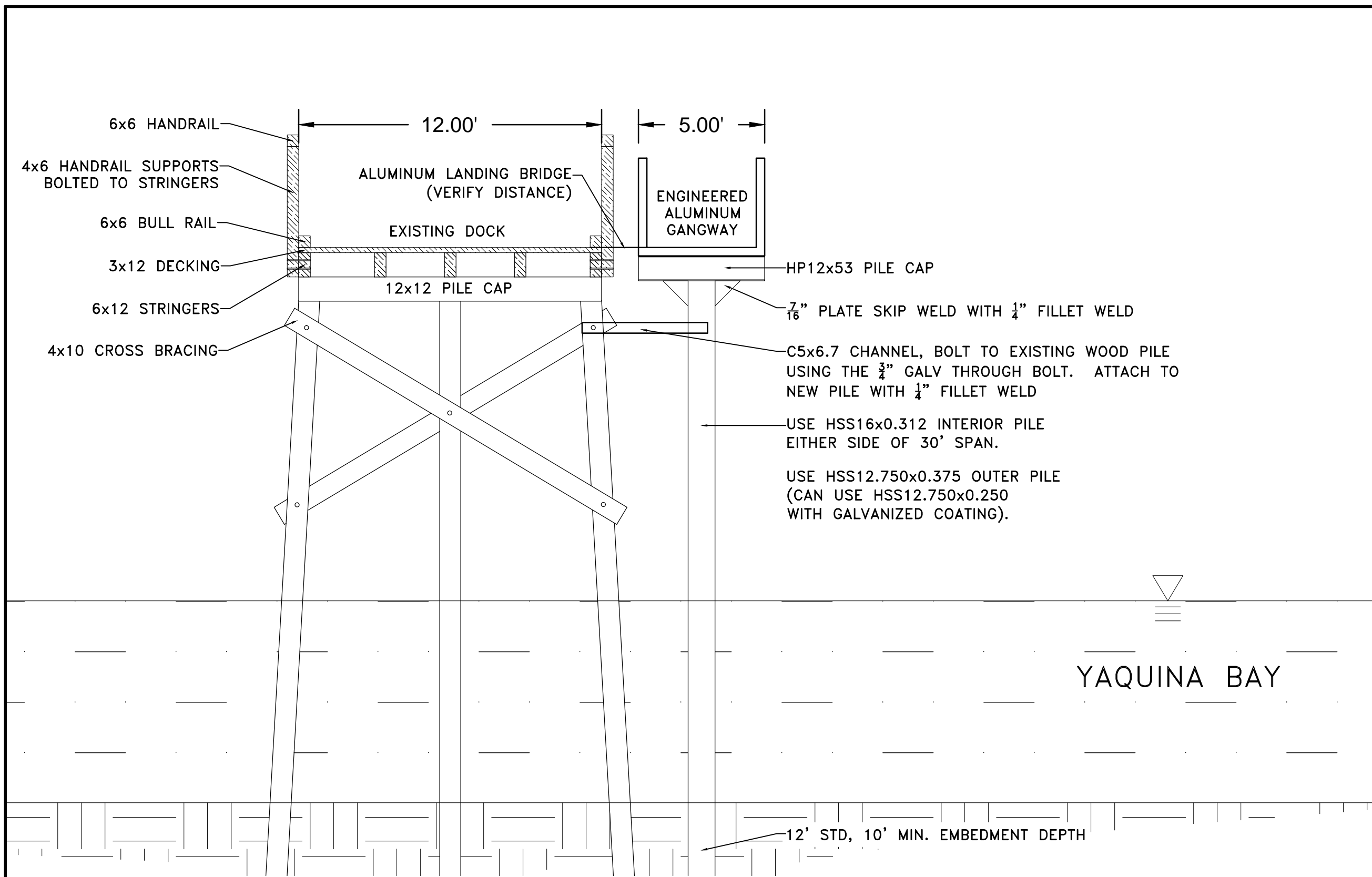
CHECKED BY: RED

DATE: AUG. 08, 2014

REVISED:

JOB NAME: SEA LION DOCK

JOB NO: 113-2-048 SHEET: 2 OF 3



SECTION VIEW: SCALE: 1' = 4'

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PRELIMINARY  
DRAWING

DESIGNED BY: RED

DRAWN BY: AER

CHECKED BY: RED

DATE: AUG. 08, 2014

REVISED:

JOB NAME: SEA LION DOCK

JOB NO: 113-2-048 SHEET: 3 OF 3

## Kevin Greenwood

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**From:** Bob Ward <wcmi@live.com>  
**Sent:** Thursday, August 14, 2014 4:58 PM  
**To:** billeter\_marine@frontier.com; ralphdunham@stuntzner.com  
**Cc:** Stan Pickens; Kevin Greenwood  
**Subject:** Fw: Sealion Dock Preliminaries.  
**Attachments:** Newport Sea Lions Dock.pdf; ATT00001.bin

Hi Pete/Ralph,

Having looked at the preliminary design Ralph sent us for the sea lion viewing platform (attached), there are three elements that we would like to change:

1. The platform is only 5 foot wide, and we want it to be 6 foot.
2. The platform does not run the full length of that edge of the Port Dock One pier, which we would like.
3. There are only two access points, and we would like a minimum of three and preferably four.

Could Ralph confirm that he can accommodate these changes? I realize that part of the problem might be that John Holbrook might have sent Ralph a drawing showing the shorter length of platform, in the hope of reducing the cost, but we, the Foundation and the Port, have always wanted it to run the full length.

Thanks,

Bob Ward  
Newport Sea Lion Docks Foundation.

Sent from Windows Mail

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**From:** [Stan Pickens](#)  
**Sent:** Friday, August 08, 2014 8:31 PM  
**To:** [Bob Ward](#)

Begin forwarded message: