

**Chelan Douglas Regional Port Authority
Meeting Agenda
April 13th, 2021
9:00 am**

In order to maximize social distancing related to COVID-19, the meeting will be held at the CTC and remotely using Zoom Virtual Conference.

I. CALL TO ORDER

**Note: When the Chelan Douglas Regional Port Authority meeting is called to order, the Port of Chelan County and Port of Douglas County meetings are simultaneously called to order.*

II. INTRODUCTIONS

III. CONFLICT OF INTEREST

IV. CONSENT AGENDAS

CDRPA: Approval of Chelan Douglas Regional Port Authority Minutes of March 23rd, 2021 Meeting; Approval of Tri Commission Meeting Minutes of March 30th, 2021; Check Register Pages #2021-09-#2021-11 including electronic transfers; and CDRPA Resolution No. 2021-07 voiding check #7775

POCC: Approval of Port of Chelan County Check Register Page #2021-04

V. PRESENTATIONS

- Synergy Food Solutions – New IB#2 Tenant

VI. CDRPA ACTION ITEMS

- (1) City of Wenatchee Request to Help Fund Federal Lobbyist
- (2) CDRPA Resolution No. 2021-08 Adopting Policies & Procedures to Implement Design Build Contracting
- (3) CDRPA Resolution No. 2021-09 Adopting Small Works & Contractor Services Roster Development Policy
- (4) CDRPA Resolution No. 2021-10 Adopting Purchasing & Contracting Policy
- (5) First Right to Negotiate – Mission Peak Computing/Pangborn Business Park
- (6) Bid Award - CWICC Building Carpet Replacement Project

VII. CDRPA INFORMATIONAL ITEMS (Board may take action on any items listed)

- (7) Review Lineage South Proposals
 - Restoration 1
 - Precision Water Jet / Todd Davidson
- (8) FAA CARES Act – Project Allocation Suggestions
- (9) Tenant Lead – IB#3 (Former Port of Chelan County Offices)
- (10) Cashmere Mill District – Beaver Mitigation

VIII. MISCELLANEOUS STAFF REPORTS

- CEO
- Director of Finance & Administration
- Director of Airports
- Director of Economic & Business Development
- Public Works & Capital Projects Manager
- Property & Maintenance Manager
- CTC Manager

IX. PUBLIC COMMENT

X. REVIEW CALENDAR OF EVENTS

XI. ITEMS FROM BOARD OF DIRECTORS

- XII. EXECUTIVE SESSION:** An Executive Session may be called during the meeting. The purpose must be announced and is limited by RCW 42.30.110. Examples include: (1) to discuss with legal counsel litigation, potential litigation and/or legal risks (RCW 42.30.110(1)(i)); (2) to consider the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b)); and (3) to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price (final action selling or leasing public property shall be taken in a meeting open to the public)(RCW 42.30.110(1)(c)); and (4) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee(RCW 42.30.110(1)(g))

XIII. ADJOURN

PLEASE NOTE: The agenda is tentative only. The Board of Directors may add, delete, or postpone items and may take action on any item not on the agenda. The Directors may also move agenda items during the meeting. If you wish to address the Regional Port Authority on a non-agenda or an agenda item, please raise your hand to be recognized by the President. When you have been recognized, give your name and address before your comments. The Board of Directors are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principal.

The Port Authority office is ADA compliant. Please contact the Administrative Office at 509-884-4700 at least three (3) days in advance if you need any language, hearing or physical accommodation.



**Board of Directors
Chelan Douglas Regional Port Authority
Meeting Minutes
March 23rd, 2021
9:00 am**

Present:

Directors

JC Baldwin, Director
Rory Turner, Director
Donn Etherington, Director

Jim Huffman, Director
W. Alan Loeb sack, Director
Mark Spurgeon, Director

Staff

Jim Kuntz, Chief Executive Officer
Trent Moyers, Director of Airports
Ron Cridlebaugh, Dir. of Economic Dev.
Tricia Degnan, CTC Manager (Zoom)
Quentin Batjer, Legal Counsel
Sarah Deenik, Communications Coordinator (Zoom)
Esther McKivor, Accounting Specialist (Zoom)

Monica Lough, Dir. of Finance & Admin.
Ron Russ, Property Manager
Craig Larsen, Econ. Dev. Manager
Cami Harris, Executive Assistant
Bealinda Tidd, Accounting Specialist (Zoom)
Laura Camarillo Reyes, CTC Asst. (Zoom)
Randy Asplund, Port Engineer (Zoom)

Guests

Ray Dobbs (Zoom)
Erin McCardle, City of Chelan (Zoom)
Erik Howe, RH2 (Zoom)
Eric Hovee, Consultant
Kenneth Johannssen (Zoom)

Mayor Bob Goedde, City of Chelan (Zoom)
Lenka Slapnicka, Forte Architects
Ellyn Freed, Forte Architects
David Hulse, Alcoa (Zoom)
Eagle Group (Zoom)

The Chelan Douglas Regional Port Authority (CDRPA) Meeting was called to order at 9:00 am. Due to the COVID-19 virus outbreak, the meeting was held at Confluence Technology Center and via Zoom as previously posted in the required Public Meeting Notice.

Introductions were made.

Conflict of Interest: None

CONSENT AGENDA:

CDRPA CONSENT AGENDA:

The Chelan Douglas Regional Port Authority Consent Agenda consisting of minutes of March 9th, 2021 Meeting; and February 2021 Commission Meeting Calendar was presented and the following action was taken:

Motion No.

Moved by:
Seconded by:

03-12-21 CDRPA

JC Baldwin
Mark Spurgeon

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of Minutes of March 9th, 2021 Meeting; and February 2021 Commission Meeting Calendar, as presented.

Motion passed 6-0.

PRESENTATIONS:

Forte Architects – Lenka Slapnicka, Ellyn Freed, and Eric Hovee provided design concepts and costs for the potential adaptive reuse of the Giga Watt pods. Kuntz provided further analysis including re-investment limitations and financial summary of the project. The project is not financially feasible without securing large grants to offset the construction costs. Discussions ensued. Staff will work to develop a plan to analyze the cost of removing the Giga Watt pods.

2021 FAA Inspection – Moyers reviewed the results of the recent 2021 FAA inspection of Pangborn Airport operations. The Airport received a positive review. The report provided a few comments:

- Install signage at the old self-serve fuel pump noting it is out of service and remove any outdated signs.
- Purchase additional snow removal equipment.
- The ARFF facility needs repairs.
- Suggest having dedicated fire operations and dedicated maintenance operations if possible.

Discussions ensued.

CDRPA ACTION ITEMS:

Settlement Agreement – Christina Nulf/CAN Management, LLC – Kuntz provided an update on the proposed settlement agreement with CAN Management. Ms. Nulf has agreed to pay the Regional Port \$5,000 to settle the claim for default on her previous Concessionaire Agreement with the Port of Douglas County at Orondo River Park. Discussion ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

03-13-21 CDRPA
Rory Turner
Mark Spurgeon
To authorize the CEO to sign a Settlement Agreement with Christina Nulf/CAN Management, LLC.

Motion passed 6-0.

CDRPA Resolution No. 2021-06 – Relocation Assistance – Kuntz presented CDRPA Resolution No. 2021-06 adopting a policy governing relocation assistance payments and relocation assistance procedures as part of the Airport Approach Lighting System Project. The following action was taken:

Motion No.
Moved by:
Seconded by:

03-14-21 CDRPA
JC Baldwin
Jim Huffman
To adopt CDRPA Resolution No. 2021-06 concerning Relocation Assistance Payments and Adopting Relocation Assistance Procedures.

Motion passed 6-0.

- **Waterville Airport Update** – Kuntz provided several updates on the Waterville Airport including:
 - Reviewed zoning for the Waterville Airport.
 - Johnson Building environmental testing of the soil will commence after the snow melts.
 - Chip Sealing Project update – Mayor of Waterville may utilize the same contractor that the Regional Port is using for the runway pavement project for several downtown street projects.
 - Barnes Welding lease update.

- **Lineage South** – Kuntz reviewed the four Regional Port goals for Lineage South Buildings including:
 - Private Sector Investment.
 - New Job Creation.
 - Get Property back on City Tax Roles.
 - Invest in Exterior Architecture.

Larsen then provided an update on several parties interested in purchasing the property. Discussion ensued.

- **Proposed Water Tower Near Pangborn Airport** – Kuntz & Moyers reviewed the City of East Wenatchee’s proposed water tower near Pangborn. The initial findings by the FAA was that the tower would interfere with navigable airspace. However, after further study, as requested by the City of East Wenatchee Water District, the decision was reversed. The FAA has now concluded the proposed tower poses no interference.

- **Funding Opportunities** – Kuntz reviewed several funding opportunities for the Regional Port Authority for various Port properties and projects, including:
 - .09% Chelan County Sales Tax
 - Congresswoman Schreir’s 2022 Community Project Funding
 - State Capital Budget

MISC STAFF REPORTS:

Kuntz provided information and updates including:

- Business lead updates for Malaga Industrial Park.
- RV overnight parking situation in Olds Station has improved.
- Salcido Enterprises lawsuit.

Lough provided information and updates including:

- Update on Chelan Valley Marine.

Moyers provided information and updates including:

- Authorization to purchase a Jet A fuel truck will be brought to the Board at an upcoming meeting.
- FAA reported any AIP funded projects in 2021 will not be subject to a local match.
- Jake and Trent both passed their recent weather observation exams.

Larsen provided information and updates including:

- Update on prospective tenant for IB#2.
- Louws Truss is expanding their operations in Cashmere. Will increase employees from 33 to 40-45.
- Working Washington 4 Small Business Grant Program – will be managed by the State, but the Regional Port will invest in some local advertising to provide information to businesses in the region.

- Crunch Pak is building a new two story office building in Cashmere.
- New apartment complex is being constructed south of Brender Creek in Cashmere.

De Mestre provided information and updates including:

- Forte was recently chosen to design the Executive Flight Commission Meeting Room Project.
- Holiday Parks and N. Cascade Heating & Cooling are working on the HVAC Replacement Project design for the CWICC Building.
- CTC Window Sealant Project bids are due today.
- Orondo Riverpark trailer demolition is underway.

Russ provided information and updates including:

- Update on the current beaver issue at Cashmere Mill District in Brender Creek.

PUBLIC COMMENT – An opportunity for public comment was provided; however, no public comments were received.

REVIEW CALENDAR OF EVENTS: Tri Commission Meeting is scheduled for March 30th, at 1:00pm via Zoom.

ITEMS FROM BOARD OF DIRECTORS: Directors provided various updates on their meetings and activities.

Meeting adjourned at 12:52 pm.

Signed and dated this 13th day of April, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director

W. Alan Loeb sack, Director

**Tri-Commission Meeting
Special Meeting Minutes
Zoom Virtual Conference
March 30th, 2021 1:00 pm**

Present:

Chelan Douglas Regional Port Authority

JC Baldwin, Commissioner
Rory Turner, Commissioner
Jim Huffman, Commissioner
Mark Spurgeon, Commissioner
Donn Etherington, Commissioner
Jim Kuntz, CEO
Cami Harris, Executive Assistant

Chelan County

Kevin Overbay, Commissioner
Bob Bugert, Commissioner
Tiffany Gehring, Commissioner
Blake Baldwin, Economic Dev. Director
Mike Kaputa, Dir. Of Natural Resources
Carlye Baity, Clerk of the Board

Mayors

Bob Goedde, City of Chelan
Frank Kuntz, City of Wenatchee
Jim Fletcher, City of Cashmere
Carl Florea, City of Leavenworth

Others

Wade Farris, City of Chelan
Laura Merrill, City of Wenatchee
Steve Keene, Peshastin Com. Council
Kelli Scott, Congresswoman Schrier Staff
Sasha Sieman, Wenatchee Valley Chamber

Chelan County PUD

Randy Smith, Commissioner
Garry Arsenaault, Commissioner
Dennis Bolz, Commissioner
Ann Congdon, Commissioner
Steve McKenna, Commissioner
Steve Wright, General Manager
Chad Rissman, Director of Info/Asset Mgt.
Justin Erickson, Managing Director Dist. Svcs.
Shaun Seaman, Ex. Affairs Program Mgr.
Rachel Hansen, Sr. Communications Strategist
Chad Bowman, Director of Transmissions
Ron Slabaugh, Water/Wastewater Mgr.
Andy Wendell, Director of Customer Svc.
Teka Sellars, Spokesperson
Rebekah Garfein, Clerk of the Board

Jerrilea Crawford, Mayor City of E. Wenatchee
Linda Haglund, Wenatchee Downtown Assoc.
Jefferson Robbins, NCWLife
Shiloh Burgess, Wenatchee Valley Chamber

The Tri Commission Meeting and respective Special Commission Meetings were called to order and/or reconvened at 1:02 pm. The Pledge of Allegiance was conducted and roll call was taken. Justin Erickson, Chelan County PUD, facilitated the meeting.

TRI-COMMISSION UPDATES:

- **Chelan County Commission**
 - Update on Chelan County water bank.
 - Reviewed new Chelan County water code which becomes effective on April 1.
- **Chelan Douglas Regional Port Authority**
 - Reviewed COVID-19 small business grants administered by the Regional Port in 2020.
 - Reviewed Douglas County PUD power delivery rate proposal and the impacts on economic development in Douglas County.
 - Update on current business leads for Chelan and Douglas Counties.
- **Chelan County PUD**
 - Update on pre-emptive power shut-off plan during wildfires.
 - Reviewed long-term PUD marketing strategy.
 - Update on a 2nd water source in Chelan County.

2021 LEGISLATIVE UPDATES:

- Reviewed proposed bills concerning forest health/wildfire management and broadband and telecom.
- Update on Dryden wastewater Capital Budget request.
- Reviewed the American Rescue Plan and potential projects for funding in Chelan County.

CHELAN COUNTY MAYORS UPDATE:

- **City of Wenatchee – Mayor Kuntz**
 - Reported on the recent INFRA Grant submittal for Confluence Parkway.
 - 1/10 sales tax increase recently approved.
- **City of Chelan – Mayor Goedde**
 - Update on COVID-19 impacts on the City of Chelan tourism.
- **City of Cashmere – Mayor Fletcher**
 - Reported affordable housing continues to be an issue.
- **City of Leavenworth – Mayor Florea**
 - Update on COVID-19 impacts on City of Leavenworth tourism; the downtown “Pedestrian Mall” remains open and closed to cars/parking.

OTHER:

Blake Baldwin provided an update on Chelan County .09 sales tax and impacts for economic development in the County.

OPPORTUNITY FOR PUBLIC COMMENT: No comments were made.

COMMISSIONER COMMENTS: Several Commissioners offered comments.

The Tri Commission Meeting and respective Special Commission Meetings were closed at 2:58 pm.

Signed and dated this 13th day of April, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Rory Turner, Director

Mark Spurgeon, Director

Donn Etherington, Director

Not in Attendance

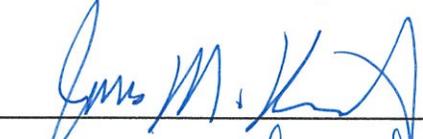
W. Alan Loeb sack, Director

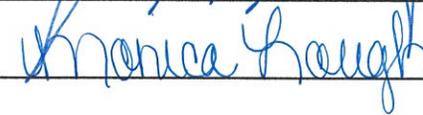
**Chelan Douglas Regional Port Authority
Check Register Listing
2021-March**

Date Issued	Register #	Reason	First #	Last #	Amount
03/15/21		Payroll Mid-month Draws		ACH	\$3,250.00
03/15/21	2021-09	Mid-Month Payables	7913	7974	\$262,861.56
03/26/21		WA Dept of Revenue - Sales Tax		ACH	\$4,583.74
03/31/21	2021-10	March 2021 Payroll	7975	7977	\$239,445.24
03/31/21	2021-11	Month-end Payables	7978	8028	\$205,816.21

Transactions for approval April 13, 2021 total: \$715,956.75

We, the undersigned Directors of the Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify the merchandise or services hereinafter have been received and that the checks listed above are approved for payment.

Chief Executive Officer 

Dir of Finance & Admin. 

Director Baldwin _____

Director Etherington _____

Director Huffman _____

Director Loeb sack _____

Director Spurgeon _____

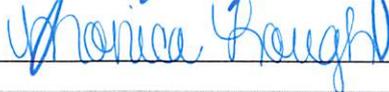
Director Turner _____

**Chelan Douglas Regional Port Authority
Check Register
2021-09**

We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval March 15, 2021 checks 7913 - 7974 in the amount of **\$ 262,861.56**

Jim Kuntz, Chief Executive Officer 

Monica Lough, Director of Finance & Admin 

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
03/15/2021	Chelan County PUD	Electricity	7928	2,145.13
03/15/2021	City of Cashmere	Water/Sewer	7930	330.83
03/15/2021	DGS Landscaping	Snow Removal - Jan & Feb	7937	7,367.11
03/15/2021	H.D. Fowler Company	Irrigation maintenance	7946	28.46
03/15/2021	S & W Irrigation Supply	Irrigation maintenance	7964	13.53
03/15/2021	Waste Management	Monthly service	7969	714.27
Net Cashmere Mill District				\$10,599.33
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
03/15/2021	B&C Snowplowing	Snow Removal	7918	4,882.50
03/15/2021	Banner Bank	Marketing materials, office supplies, TV	7924	916.04
03/15/2021	Chelan County PUD	Electricity/Water/Fire Sprinkler	7928	8,643.19
03/15/2021	City of Wenatchee	Wastewater/Sewer/Stormwater	7931	625.68
03/15/2021	Community Glass Company, Inc.	Office supplies	7933	726.96
03/15/2021	Consolidated Electrical Distributors, Inc	Maintenance supplies	7934	201.48
03/15/2021	Crown Paper & Janitorial Supply	Custodial supplies	7936	298.34
03/15/2021	Firefly	Replace HDD	7943	245.21
03/15/2021	GFC Services	Custodial/Janitorial services - Feb 2021	7945	4,146.87
03/15/2021	Local Tel Communications	Technical assistance	7953	24.96
03/15/2021	Lowe's	Maintenance Supplies	7954	72.10
03/15/2021	North Cascades Heating & A/C, Inc	1Q 2021 HVAC Maintenance	7956	3,594.06
03/15/2021	North Central ESD	Video Conferencing - February	7957	3,531.00
03/15/2021	Office Depot	Office supplies	7958	416.21
03/15/2021	Pacific Security	Patrol Service - February	7960	362.82
03/15/2021	Waste Management	Monthly service	7969	963.53
03/15/2021	Weinstein Beverage Co.	Coffee service supplies	7970	29.88
Net Confluence Technology Center				\$29,680.83
<u>DOWNTOWN WENATCHEE SOUTH</u>				
03/15/2021	Apple Valley Pumping Service	Handwash station rental	7915	160.18
03/15/2021	B&C Snowplowing	Snow Removal	7918	2,875.25
03/15/2021	Chelan County PUD	Utilities	7928	1,457.99
03/15/2021	City of Wenatchee	Utilities	7931	817.16
Net Downtown Wenatchee South				\$5,310.58
<u>OLDS STATION BUSINESS PARK</u>				
03/15/2021	B&C Snowplowing	Snow Removal	7918	10,906.98
03/15/2021	Chelan County PUD	Electricity/Water	7928	3,571.12
03/15/2021	City of Wenatchee	Stormwater	7931	709.02
03/15/2021	Jerry's Auto Supply	Equipment maintenance	7951	30.68
03/15/2021	Stemilt Organic Recycling Center	Yard refuse	7965	10.00
03/15/2021	Waste Management	Monthly service	7969	126.04
Net Olds Station Business Park				\$15,353.84

**Chelan Douglas Regional Port Authority
Check Register
2021-09**

PANGBORN AIRPORT

03/15/2021	AgriMACS Inc	Refund security deposit in full	7913	1,900.00
03/15/2021	Avfuel Corp	Jet Fuel	7916	24,387.94
03/15/2021	Aviation Laboratories, Inc	Safetemp I PG100, Drum	7917	1,010.00
03/15/2021	Banner Bank	Office supplies and expenses	7921	307.10
03/15/2021	Banner Bank	Formstack Core - annual renewal	7923	228.00
03/15/2021	Banner Bank	Margo Supplies - wildlife deterrent supplies	7925	240.50
03/15/2021	Banner Bank	Subscriptions, dues, office expenses	7926	549.52
03/15/2021	Cintas Corporation	Uniforms and shop towels	7929	286.91
03/15/2021	Douglas County PUD	Electricity	7939	4,676.00
03/15/2021	Employment Security Department	Unemployment taxes	7940	3,422.00
03/15/2021	Fastenal Company	Aviation maintenance supplies	7941	593.64
03/15/2021	FBO Partners, LLC	Consulting Services	7942	2,500.00
03/15/2021	Firefly	IT services, new PC, Camera and install	7943	23,700.19
03/15/2021	Home Depot Pro	Aviation/Terminal maintenance	7948	861.41
03/15/2021	Jerry's Auto Supply	Aviation maintenance	7951	215.81
03/15/2021	Landline Surveyors	Airport boundary line adjustment	7952	9,337.50
03/15/2021	Lowe's	Aviation/Terminal/Equip maintenance supplies	7954	815.00
03/15/2021	Moon Security Services, Inc	Comm'l Security Monitoring - March	7955	42.24
03/15/2021	Oxarc Inc.	Cylinder Rental	7959	72.10
03/15/2021	Pape Material Handling	Aviation maintenance	7961	572.89
03/15/2021	T-O Engineers	ACDBE Reporting	7966	187.50
03/15/2021	Voltaire Aviation Inc	Air Service Dev Retainer - March 2021	7968	4,000.00
03/15/2021	Waste Management	Monthly service	7969	824.27
	Net Pangborn Airport			<u><u>\$80,730.52</u></u>

PANGBORN AIRPORT BUSINESS PARK

03/15/2021	B&C Snowplowing	Snow Removal	7918	3,460.19
03/15/2021	Banner Bank	Behlen - 3306 maintenance	7921	1,605.01
03/15/2021	Douglas County PUD	Electricity	7939	1,940.00
03/15/2021	Harvest Valley Pest Control, Inc.	Comm'l Pest Control	7947	197.11
03/15/2021	Home Depot Pro	Building maintenance	7948	50.92
03/15/2021	Lowe's	Building maintenance	7954	683.32
03/15/2021	Pape Material Handling	Building maintenance	7961	572.89
03/15/2021	Thrifty Supply	Building maintenance	7967	120.08
03/15/2021	York Building Services, Inc.	Janitorial services	7973	1,535.00
03/15/2021	Lowe's	Maintenance supplies	7974	225.70
	Net Pangborn Airport Business Park			<u><u>\$10,390.22</u></u>

RPA OFFICE/AVIATION CENTER

03/15/2021	Banner Bank	Supplies	7921	24.89
03/15/2021	Home Depot Pro	Building maintenance	7948	641.71
03/15/2021	Platt Electric Supply	Building maintenance	7962	173.30
03/15/2021	Douglas County PUD	Electricity	7939	1,425.00
03/15/2021	Waste Management	Monthly service	7969	425.63
	Net RPA Office/Aviation Center			<u><u>\$2,690.53</u></u>

LAKE CHELAN AIRPORT

03/15/2021	Chelan County PUD	Utilities	7928	23.11
	Net Lake Chelan Airport			<u><u>\$23.11</u></u>

MANSFIELD AIRPORT

03/15/2021	Douglas County PUD	Utilities	7939	43.00
	Net Mansfield Airport			<u><u>\$43.00</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2021-09**

<u>MALAGA PROPERTY</u>				
03/15/2021	Chelan County PUD	Utilities	7928	24.57
03/15/2021	Banner Bank	Ag Supply - padlock	7923	19.48
	Net Malaga Property			\$44.05
<u>PESHASTIN PROPERTY</u>				
03/15/2021	Apple Valley Pumping Service	Portable toilet rental	7915	90.00
	Net Peshastin Property			\$90.00
<u>ADMINISTRATIVE & GENERAL</u>				
03/15/2021	Banner Bank	Apple iPad and power cords	7919	1,629.87
03/15/2021	Banner Bank	Office subscriptions & supplies, webinars	7921	3,058.58
03/15/2021	Banner Bank	Webinar registration, software subscription	7923	99.25
03/15/2021	Cami Harris	Mileage	7927	23.86
03/15/2021	Coleman Oil Company	Port Trucks fuel	7932	145.84
03/15/2021	Craig Larsen	Mileage	7935	106.40
03/15/2021	Office Depot	Office supplies	7958	514.99
03/15/2021	RH2 Engineering, Inc.	Professional Services	7963	375.49
03/15/2021	Wenatchee Valley Chamber of Commerce	Annual Chamber Banquet	7971	110.00
	Net Administrative & General			\$6,064.28
<u>BUSINESS DEVELOPMENT & MARKETING</u>				
03/15/2021	Banner Bank	Business meeting lunch	7920	49.94
03/15/2021	Banner Bank	Monthly subscription, promotional hosting	7921	147.36
03/15/2021	Banner Bank	Adobe - software service	7922	272.73
	Net Business Development & Marketing			\$470.03
<u>CAPITAL PROJECTS</u>				
03/15/2021	DOH Associates	Gutter System Replacement	7938	250.00
03/15/2021	DOH Associates	CTC Window Sealant	7938	1,952.02
03/15/2021	Forte Architects Inc.	Feasability Study	7944	9,540.13
03/15/2021	J-U-B Engineers, Inc.	Rehab Rnway, Txy, Aprons	7949	3,863.60
03/15/2021	J. R. Swigart Company, Inc.	New heating cable IB #5 gutters	7950	4,736.16
03/15/2021	RH2 Engineering, Inc.	Exec Flight HVAC Replacement	7963	371.57
03/15/2021	T-O Engineers	Terminal Apron Recon	7966	67,111.71
03/15/2021	T-O Engineers	RW12 RPZ Analysis	7966	1,163.75
03/15/2021	T-O Engineers	RW12 RPZ Land Acq	7966	2,382.30
	Net Capital Projects			\$91,371.24
<u>City of East Wenatchee - CDBG Grants</u>				
03/15/2021	Apple Valley Auto Detail	City of East Wenatchee CDBG	7914	5,000.00
03/15/2021	Scarlet Dragon DJ / KJ Entertainment	City of East Wenatchee CDBG	7972	5,000.00
	Net City of East Wenatchee - CDBG Grants			\$10,000.00

TOTAL

\$262,861.56

Void:

Chelan Douglas Regional Port Authority
Check Register
2021-10

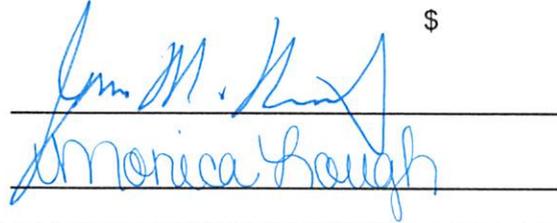
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval March 31, 2021, checks 7975 - 7977 & electronic payments in the amount of:

\$ 239,445.24

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin



<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
<u>Payroll</u>				
03/31/21	Asplund, Randy	March 2021 Payroll	EFT	3,730.81
03/31/21	Baldwin, Janet L	March 2021 Payroll	EFT	1,421.68
03/31/21	Beidler, Camryn N	March 2021 Payroll	EFT	1,641.37
03/31/21	Camarillo Reyes, Laura	March 2021 Payroll	EFT	2,846.43
03/31/21	Chatriand, Bobbie J	March 2021 Payroll	EFT	2,891.87
03/31/21	Cridlebaugh, Ronald W	March 2021 Payroll	EFT	5,863.07
03/31/21	de Mestre, Stacie	March 2021 Payroll	EFT	5,021.33
03/31/21	Deenik, Sarah K	March 2021 Payroll	EFT	4,697.41
03/31/21	Degnan, Tricia E	March 2021 Payroll	EFT	4,339.53
03/31/21	Dennis, Kyle L	March 2021 Payroll	EFT	230.87
03/31/21	Etherington, Donn	March 2021 Payroll	EFT	1,521.34
03/31/21	Flaget, Todd R	March 2021 Payroll	EFT	3,796.99
03/31/21	Haley, Newton B	March 2021 Payroll	EFT	461.75
03/31/21	Harris, Camille L	March 2021 Payroll	EFT	3,103.99
03/31/21	Huffman, James D	March 2021 Payroll	EFT	1,202.93
03/31/21	Kuntz, James M	March 2021 Payroll	EFT	11,676.95
03/31/21	Lamb, Kenneth R	March 2021 Payroll	EFT	4,298.95
03/31/21	Lamb, Shane C	March 2021 Payroll	EFT	3,193.15
03/31/21	Lape, Felicity D	March 2021 Payroll	EFT	505.55
03/31/21	Larsen, Craig N	March 2021 Payroll	EFT	5,889.10
03/31/21	Loebsack, W Alan	March 2021 Payroll	EFT	542.10
03/31/21	Lough, Monica D	March 2021 Payroll	EFT	7,545.01
03/31/21	Martinez, Rafael	March 2021 Payroll	EFT	4,139.15
03/31/21	McKivor, Esther S	March 2021 Payroll	EFT	3,891.79
03/31/21	Moyers, Trent D	March 2021 Payroll	EFT	7,217.31
03/31/21	Orr, Marcus J	March 2021 Payroll	EFT	4,305.14
03/31/21	Ramos, Jorge E	March 2021 Payroll	EFT	3,148.33
03/31/21	Russ, Ronald R	March 2021 Payroll	EFT	5,706.75
03/31/21	Russell, Justin L	March 2021 Payroll	EFT	3,798.77

03/31/21	Ruud, David K.	March 2021 Payroll	EFT	461.75
03/31/21	Sanchez, Edwin C	March 2021 Payroll	EFT	1,405.75
03/31/21	Scott, Tristan L	March 2021 Payroll	EFT	2,460.32
03/31/21	Smith, Charles B	March 2021 Payroll	EFT	3,362.41
03/31/21	Spurgeon, Mark M	March 2021 Payroll	EFT	560.30
03/31/21	Stutzman, Lynn A	March 2021 Payroll	EFT	411.75
03/31/21	Tidd, Bealinda	March 2021 Payroll	EFT	3,336.72
03/31/21	Turner, Rory A	March 2021 Payroll	EFT	1,476.68
03/31/21	Vargas, Manuel A	March 2021 Payroll	EFT	4,200.97
03/31/21	Bealinda Tidd	March Sunshine fund	7975	122.00
03/31/21	Washington Counties Insurance Fund	April Insurance	7976	31,131.94
03/31/21	HRA VEBA Trust	March VEBA	7977	2,000.00
03/31/21	Department of Retirement Systems	March Retirement	ACH	36,402.93
03/31/21	US Treasury	March Payroll taxes	EFTPS	43,482.30
	Net Payroll			<u>239,445.24</u>

**Chelan Douglas Regional Port Authority
Check Register
2021-11**

We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval March 31, 2021 checks 7978 - 8028 in the amount of **\$ 205,816.21**

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
<u>CASHMERE MILL DISTRICT</u>				
03/31/2021	Local Tel Communications	Fire Alarm Services	8005	181.77
	Net Cashmere Mill District			<u>\$181.77</u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
03/31/2021	Appleland Spray & Tree Service, Inc.	Landscape maintenance	7980	270.75
03/31/2021	Cascade Natural Gas	Natural Gas	7983	15.56
03/31/2021	Firefly	Project Hardware/Software/Hours	7995	7,555.78
03/31/2021	Home Depot Pro	Supplies	7999	18.41
03/31/2021	Kelley Imaging Systems, Inc.	Copier Services	8003	168.19
03/31/2021	Local Tel Communications	Fire Sprinkler	8005	517.09
03/31/2021	Lowe's	Maintenance Supplies	8006	60.76
03/31/2021	NuClear Property Maintenance	Window Cleaning	8010	4,224.27
03/31/2021	Office Depot	Office Supplies	8011	165.82
03/31/2021	Zipty Fiber	Monthly service 03/22/21 to 04/21/21	8027	1,243.47
	Net Confluence Technology Center			<u>\$14,240.10</u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
03/31/2021	Cascade Natural Gas	Utilities	7983	299.38
	Net Downtown Wenatchee South			<u>\$299.38</u>
<u>OLDS STATION BUSINESS PARK</u>				
03/31/2021	Cascade Natural Gas	Natural Gas	7983	50.48
03/31/2021	Home Depot Pro	Yellow Jacket Traps (6)	7999	36.91
03/31/2021	Jerry's Auto Supply	Battery	8001	114.52
03/31/2021	Local Tel Communications	Alarm Services	8005	572.88
03/31/2021	S & W Irrigation Supply	Spray Jet & stake w/riser	8018	84.85
03/31/2021	Stemilt Organic Recycling Center	Yard waste - 2 cubic yards	8021	20.00
03/31/2021	Thrifty Supply	Pleated 1" Filter	8023	150.58
03/31/2021	Wilbur-Ellis Company LLC	Fertilizer	8025	153.61
03/31/2021	Woodland Resource Services, Inc.	Sprayed for broadleaf	8026	1,383.38
	Net Olds Station Business Park			<u>\$2,567.21</u>
<u>PANGBORN AIRPORT</u>				
03/31/2021	Ag Supply Co.	Unleaded, Diesel Bulk and supplies	7978	1,481.93
03/31/2021	Avfuel Corp	Jet Fuel	7981	24,761.86
03/31/2021	Cintas Corporation	Uniforms and shop towels	7985	388.89
03/31/2021	Douglas County Sewer District No. 1	Sewer	7991	251.12
03/31/2021	Douglas County Treasurer	Irrigation Water / Stormwater	7992	78,645.62
03/31/2021	East Wenatchee Water District	Domestic Water	7993	814.60
03/31/2021	Floor Factory, Inc.	New carpet tiles in Terminal	7996	9,979.81
03/31/2021	Home Depot Pro	Supplies	7999	248.31
03/31/2021	Local Tel Communications	On-call phones / Alarm services	8005	848.42
03/31/2021	Lowe's	Terminal, Aviation, Airfield maint. supplies	8006	243.65

**Chelan Douglas Regional Port Authority
Check Register
2021-11**

03/31/2021	Mike Holder	T-Hangar deposit refund; reissue lost check	8028	215.00
03/31/2021	Ogden Murphy Wallace, PLLC	Professional Services	8012	3,922.00
03/31/2021	Platt Electric Supply	Electrical Supplies	8013	858.11
03/31/2021	Plumb Perfect	Repair toilet leak.	8014	297.83
03/31/2021	RH2 Engineering, Inc.	Irrigation Pump Installation	8016	255.23
03/31/2021	Star Rentals, Inc.	Scissor Lift Rental	8020	444.03
	Net Pangborn Airport			\$123,656.41
<u>PANGBORN AIRPORT BUSINESS PARK</u>				
03/31/2021	Douglas County Sewer District No. 1	Sewer	7991	86.00
03/31/2021	Douglas County Treasurer	Stormwater	7992	3,667.50
03/31/2021	East Wenatchee Water District	Water	7993	196.00
03/31/2021	Graybeal Signs, Inc.	Small & Large Sign for 3306 Bldg	7997	358.05
03/31/2021	Home Depot Pro	Paint supplies - 3306 Tenant Improv.	7999	93.20
03/31/2021	Local Tel Communications	Fire Alarm Services	8005	171.13
03/31/2021	Lowe's	Supplies - 3306 Tenant Improv	8006	724.76
	Net Pangborn Airport Business Park			\$5,296.64
<u>RPA OFFICE/AVIATION CENTER</u>				
03/31/2021	Cascade Natural Gas	Natural Gas	7983	2,422.73
03/31/2021	Douglas County Sewer District No. 1	Sewer	7991	171.14
03/31/2021	Douglas County Treasurer	Stormwater	7992	1,417.50
03/31/2021	East Wenatchee Water District	Water	7993	385.30
03/31/2021	Lowe's	Roofing shingles	8006	63.69
	Net RPA Office/Aviation Center			\$4,460.36
<u>WATERVILLE AIRPORT</u>				
03/31/2021	Douglas County PUD	Utilities	7990	30.00
	Net Waterville Airport			\$30.00
<u>ORONDO RIVER PARK</u>				
03/31/2021	Douglas County PUD	Utilities	7990	50.00
03/31/2021	Local Tel Communications	Utilities	8005	65.91
	Net Orondo River Park			\$115.91
<u>ADMINISTRATIVE & GENERAL</u>				
03/31/2021	Alan Loeb sack	Mileage	7979	91.28
03/31/2021	Cami Harris	Mileage	7982	28.45
03/31/2021	Cashmere Valley Record	1 Yr. Print subscription	7984	40.00
03/31/2021	Coleman Oil Company	Port vehicle fuel	7986	87.62
03/31/2021	Costco	Annual membership thru March 2022	7987	60.00
03/31/2021	Davis Arneil Law Firm, LLP	Legal Services	7988	10,067.59
03/31/2021	Donn Etherington	Mileage	7989	25.87
03/31/2021	J. C. Baldwin	Mileage	8000	92.40
03/31/2021	Jim Huffman	Mileage	8002	3.92
03/31/2021	Local Tel Communications	Monthly service	8005	999.23
03/31/2021	Mark M. Spurgeon	Mileage	8007	26.99
03/31/2021	Monica Lough	Mileage	8009	88.40
03/31/2021	Office Depot	Office Supplies	8011	237.46
03/31/2021	Ogden Murphy Wallace, PLLC	Legal Services	8012	6,028.90
03/31/2021	Quadient Leasing USA, INC.	Postage meter lease 04/06/21 to 07/05/21	8015	220.80
03/31/2021	RH2 Engineering, Inc.	Engineering Services	8016	6,213.30
03/31/2021	Rory Turner	Mileage	8017	35.73
03/31/2021	Stacie de Mestre.	Mileage	8019	119.28
03/31/2021	Wenatchee World	12 month subscription renewal	8024	266.70
	Net Administrative & General			\$24,733.92

**Chelan Douglas Regional Port Authority
Check Register
2021-11**

BUSINESS DEVELOPMENT & MARKETING

03/31/2021	Davis Arneil Law Firm, LLP	Public Records Request	7988	212.00
03/31/2021	Lowe's	Post & studs for For Sale sign	8006	383.90
Net Business Development & Marketing				<u>595.90</u>

CAPITAL PROJECTS

03/31/2021	Federal Express Corp	Waterville bid return	7994	17.86
03/31/2021	Landau Associates, Inc.	Air Permitting Consultation Services	8004	1,776.25
03/31/2021	Maul Foster Alongi, Inc.	EPA Brownfields Study	8008	20,115.00
03/31/2021	Ogden Murphy Wallace, PLLC	Property Sale to S.P.O.R.T.	8012	477.00
03/31/2021	Ogden Murphy Wallace, PLLC	PMA Instrument Lighting System	8012	2,252.50
Net Capital Projects				<u>24,638.61</u>

City of East Wenatchee - CDBG Grants

03/31/2021	Strong Balance	CDBG - City of East Wenatchee	8022	5,000.00
Net City of East Wenatchee - CDBG Grants				<u>5,000.00</u>

TOTAL

205,816.21

Void: 7998

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION NO. 2021-07**

RESOLUTION TO VOID CHECK NO. 7775

Whereas Check No. 7775 in the amount of \$215.00, payable to Mike Holder, on Register Page No. 2021-04 was created and signed on January 31, 2021.

Whereas check was not received by payee and has not cleared the Chelan Douglas Regional Port Authority main checking account, and is considered to be lost in the mail at this time. Check #8028 is being issued as a replacement.

Now, therefore be it resolved by the Board of Directors of the Chelan Douglas Regional Port Authority, a municipal corporation of the State of Washington, that Check No. 7775 be declared VOID.

Dated this 13th day of April, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director

W. Alan Loeb sack, Director

**Port of Chelan County
Check Register Log
2021 - March**

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
3/31/2021	2021-04	Month-End Payables	5090	5090	\$ 1,435.00

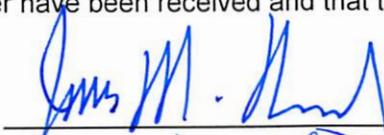
Transactions for approval April 13, 2021 total:

\$1,435.00

Voided checks: None

We, the undersigned Commissioners of Port of Chelan County, in the State of Washington, do hereby certify the merchandise or services hereinafter have been received and that the Warrant listed above is approved for payment.

Executive Director



Dir. of Finance & Admin.



Commissioner Baldwin

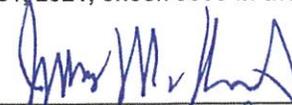
Commissioner Etherington

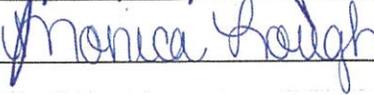
Commissioner Turner

**Port of Chelan County
Check Register
2021-04**

We, the undersigned Commissioners of Port of Chelan County, Chelan County, Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval March 31, 2021, check 5090 in the amount of \$ 1,435.00

Jim Kuntz, Executive Director 

Monica Lough, Director of Finance & Admin 

Date Issued	Claimant	Purpose	Check #	Amount
3/31/2021	Ogden Murphy Wallace, PLLC	Legal Fees - Fibro Corp. Litigation	5090 \$	1,435.00

**Chelan Douglas Regional Port
Authority**

Memo

To: Board of Directors
From:  Jim Kuntz
Date: April 8, 2021
Re: City of Wenatchee – Request to Jointly Fund Federal Lobbyist

The City of Wenatchee has requested the Regional Port help fund a Federal Lobbyist. The cost is projected at \$6,000 per month. The City and Link Transit have already committed to pay one-third each. The cost to the Regional Port would be \$2,000 per month. The lobbying contract would be for two years. The Regional Port would have input on who is retained as a Lobbyist.

The initial lobbying focus would be on the Apple Capital Loop INFRA Grant. If successful, this project benefits both Chelan and Douglas Counties. It also appears that Congressional “earmarks” are coming back, which provides our Congressional delegation an opportunity to target funds to public agencies.

The Regional Port had previously contracted with Tim Lovain of Crossroads Strategies to provide Federal Lobbying activities. We paid \$3,333.3 per month. The Board elected not to renew this contract last year. Crossroads Strategies was not able to advance any of our Federal priorities.

We currently do not have money budgeted in 2021 to hire a Lobbyist. The Regional Port could include said funding in a supplemental budget if this is a priority of the Board.

Memo

To: Board of Directors

From: Stacie de Mestre

cc: Jim Kuntz

Date: April 8, 2021

Re: CDRPA Purchasing and Contracting Policy and Resolutions

The Chelan Douglas Regional Port Authority does not have an inclusive policy pertaining to purchasing and contracting. Staff has worked with Davis Arneil to create the attached policy. This policy:

- Defines the required level of competition based on purchase/contract size
- References and interprets relevant RCW sections
- Establishes reasonable thresholds and processes when statutory requirements do not provide guidance
- Identifies roles and responsibilities for all relevant staff

Please note, there are no statutory requirements on bid limits and level of competitive solicitation for Purchased Services and Other Purchases. The Board will need to determine what limits are reasonable. This will be reviewed in more detail at Tuesday's meeting.

Along with this new policy, staff is asking the Board to adopt the policies and procedures for design-build contracting that the Port of Chelan previously adopted.

Staff is also proposing to develop and maintain small works and consulting services rosters in house. The MRSC rosters were previously utilized however, it has been increasingly difficult to find local contractors who are registered on the MRSC.

Since the design-build resolution will be incorporated into and the resolution adopting the small works and consulting services roster process is referenced in the Purchasing and Contracting Policy, Legal recommended that the two resolutions be adopted prior to the policy being adopted.

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION NO. 2021-08**

**POLICIES AND PROCEDURES TO IMPLEMENT
DESIGN-BUILD CONTRACTING FOR PUBLIC WORKS PROJECTS**

The Port District enabling statute (Chapter 53 of the Revised Code of Washington) was passed in 1912. Since 1912, the authorizing statute provides two options to Port Districts for bid based contracting.

The first option provides authority to award a contract to the lowest responsible bidder “upon plans and specifications on file.” Option one is the traditional “design-bid-build” process in which the Port designs the project before bidding and contracting for the construction of the project.

The Chelan Douglas Regional Port Authority (the “Port”) is also authorized under RCW 53.08.130 to award a contract to a bidder submitting their own plans and specifications. In other words, the second option is a “design-build” process that authorizes the Port to award a contract to a party that agrees to both design and build the project.

This specific authorization to award a design-build contract contained in RCW 53.08.130 has not been limited or changed by other statutory contracting authority. Specifically, the Alternative Public Works Contracting Process of RCW 39.10 states, “...unless otherwise specifically provided for in law, public bodies may use only those alternative public works contracting procedures specifically authorized in this chapter...” Because Port Districts, and select other public entities, have authority to utilize a design-build process “otherwise specifically provided for in law,” Port Districts are not bound by the alternative public works contracting procedures and requirements of RCW 39.10.

The Port’s authority outside of RCW 39.10 to pursue “design-build” projects was more clearly stated in a past version of the law: “The authority granted to port districts in this section is in addition to and does not affect existing contracting authority under RCW 53.08.120 and 53.08.130.” RCW 39.10.050, amended by 1997, ch. 376, § 3.

The Final Bill Report for the 1997 amendment (SHB 1425) explains:

The vast majority of public works projects use the traditional design-bid-build contracting method. Comparatively, design-build has been used to only a limited extent in Washington. Under explicit statutory authority, port districts have used design-build for over two decades to construct industrial buildings and equipment.... During the 1994 legislative session, a consortium of state agencies and local governments requested that the use of GC/CM be expanded to other agencies and that design-build be explicitly authorized in statute for agencies other than ports.

SHB 1425-Final House Bill Report, C 376, Leg. 97 (emphasis added).

Although the express language identifying the separate authority of Port Districts was removed from the statute, currently there is no statutory mandate that Port Districts use the Alternative Public Works Contracting Process of RCW 39.10 in order to award design-build contracts.

The design-build contracting process has many potential benefits not achievable with the traditional design-bid-build method. The phases of design, advertisement, award, construction and completion of the design-build method offer potential savings in time over the design-bid-build method. Additional potential benefits of design-build include: cost savings, improved quality without sacrificing schedule and budget, creativity arising from multiple potential viewpoints, use of current construction and design means and methods, and improved coordination of efforts.

It is anticipated that the design-build process will save the Port time and money and ensure the use of innovative design and construction techniques.

In light of the foregoing, the Board of Directors for the Chelan Douglas Regional Port Authority hereby resolve and establish the following policies and procedures to implement the Design Build authority:

Section 1: Design Build Procedures

Compliance with Public Works Laws. All design-build contracting by the Port will follow the requirements for Public Works contracting contained in RCW 39.04 and the supplemental processes and methods presented in this Resolution for projects utilizing the design-build contracting process.

Compliance with Prevailing Wage Laws. All public works projects of the Port will comply with the Prevailing Wage requirements of RCW 39.12 regardless of the contracting process utilized.

Design-Build Project Development. The Commission shall consider the use of the design-build contracting process when a project is authorized. The Commission shall consider the potential benefits to the Port, as well as the ability of the process to be implemented in an open and fair process based on objective and equitable project-based criteria.

The proposal for use of the design-build process should outline the project specific information accounting for costs and resources required to develop, implement, and support the process. When necessary, aspects of quality assessment and quality control, document control, consultant support, co-location support, or legal support should be identified.

Contracts for design-build services shall be awarded through a competitive process using public solicitation of proposals for design-build services. The award of all design-build projects shall be based on two foundational elements: Value and Technical Design. Together these two elements define the standard for selecting “the best bidder submitting his or her own plans and specifications.”

Design Build Committee. The Port Commission may establish a Design Build Committee for purposes of overseeing all aspects of the Design-Build process and making recommendations to the Commission (the “Committee”). The Committee shall be made up of individuals who have knowledge, training, or experience pertinent to the project. The Committee may include the Engineer of Record and/or the Architect of Record for the Port. The composition of the Committee will be determined at the time the design-build process is identified for a particular project. Alternatively, in the absence of a creation of a Committee, the Executive Director will oversee all aspects of the Design-Build process and make recommendations to the Commission (references in this Resolution to the “Committee” shall also include the Executive Director when a Committee is not created for a particular design-build project).

Letters of Interest. As an initial step, the Port may publish a Letter of Interest prior to the filing of an approved project plan in order to communicate to industry professionals the preliminary concept for a project. This communication effort is intended to inform industry experts and professionals of the Port’s intent, and it establishes a process and opportunity for the Port and industry to begin to exchange information, gain understanding, and measure industry interest.

Project Scope and Estimate: Prior to pursuing the design-build process set forth below, the Committee shall describe the project in reasonable detail and establish an estimate of the costs of the project. The project description and estimate shall be presented to the Port Commission for approval, and if approved the project description and estimate shall be placed on file for public inspection.

Request for Qualifications (RFQ). The RFQ process is the first phase of a two-phase procurement process and is used to identify interested and qualified parties. The RFQ typically includes, at a minimum, the following elements:

- a. A general description of the project that provides sufficient information for proposers to submit qualifications;
- b. The reasons for using the design-build procedure, including identification of the project characteristics that will be most informative in evaluating the proposer’s qualifications;
- c. A description of the required qualifications of the proposer; and
- d. A description of the evaluation process for proposers’ qualifications and finalists’ proposals, including evaluation factors and the relative weight of factors and any specific forms to be used by the proposers.

Because the design-build process will often be used in order to best utilize the technical and design skills of a design-build team, RFQs prepared for design-build projects should articulate those unique, innovative, technical, or complex aspects of the project that will be weighed along with a parties’ experience and expertise. The required qualifications shall be developed in order to best determine the proposer’s fitness and ability to achieve the design and technical requirements demanded by the Project. An RFQ shall request information about a proposer’s experience that can be evaluated in an objective manner. Responses will then be evaluated using the criteria, also identified in the RFQ. Specific requests for information may be included in the RFP if that information will be useful in determining a

proposer's qualifications. Examples of specifically requested information include, but are not limited to:

- Capabilities; ability to meet timeline
- Experience; prior design build projects
- Past performances
- Current work load on specific issues pertinent to the design-build project
- Project team organization,
- Key project team members
- Minimum qualification requirements for key members
- Key member resume
- Quality control approach
- Construction team member safety records
- Approach and understanding of the project
- Legal and Financial disclosure

The evaluation and scoring methods shall be disclosed in the RFQ. The RFQ is intended to allow the proposers to demonstrate their strengths, and permit the Committee to determine which of the design-build-teams are the most highly qualified.

Statement of Qualifications. Parties interested in participating in the design-build contracting process shall respond to a published RFQ with a Statement of Qualification (SOQ.) The SOQ must include all of the required information identified in the RFQ and should generally provide information to the Port identifying:

- a. Qualifications
- b. The Key personnel
- c. Information of the submitter's technical approach
- d. Other information required by the RFQ

SOQs may be limited in length, as set forth in the RFQ, and focus on the applicants' experience with those design and technical features specifically identified in the RFQ as aspects of the design-build project.

Evaluation of Qualifications and Short-Listing. Each SOQ will be evaluated using the criteria identified in the RFQ. The RFQ evaluation criteria shall, whenever possible, prioritize the objective characteristics and experience of parties in determining qualification for a project.

Criteria shall be selected in order to develop and maintain a level and uniform playing field. In addition to creating a uniform and fair selection process, the evaluation criteria shall focus on specialized capabilities required for the project. The actual criteria selected for use shall be applicable to the project and demonstrate the parties' ability to perform the work. Individual criteria shall be weighted according to their relative importance to the successful completion of the project. Evaluation factors for RFQs typically include, but are not be limited to:

- a. technical qualifications, such as specialized experience and technical competence;
- b. capability to perform;
- c. past performance of the proposer's team, including the architect-engineer and construction members; and

- d. the proposer's past performance in utilization of small business entities and disadvantaged business enterprises.

Examples of additional commonly used criteria include, but are not limited to:

- Individual experience of team members with Design-Build contracting
- Corporate experience with Design-Build contracting
- Experience in the execution of fast-track projects
- History of the proposed team working together
- Specialized design capability for the key project elements
- Specialized construction capability for the key project elements
- Experience with complex construction staging, traffic control, or site conditions
- Safety record
- Staff available (Project Manager, Design Manager, Construction Superintendent, Quality Manager, etc.)
- Quality performance
- Quality assurance/Quality control organization
- Bonding record or proof of bonding ability
- Past performance on awarded contracts (completion, liquidated damages, quality, claims, fines, schedule adherence)
- Financial capacity
- Experience with formal partnering activities
- Experience in similar types of work.
- History of performance (unsubstantiated claims, fines, suits, quality, accuracy, schedule)
- Understanding of local environment
- Resource capacity and availability
- Scheduling and control systems to track and manage project
- Specialized expertise that reduces risk and assures quality of work

Cost or price-related factors are not evaluated in the request for qualifications phase. The Committee shall recommend (short list) the qualified parties submitting SOQs to the Port Commission. If approved, then the identified parties shall be invited to respond to the RFP process outlined below.

Request for Proposals. The Request for Proposals (RFP) is the second phase of the two-phase procurement process for design-build proposals. The RFP should be issued as soon as practicable.

Proposals submitted in response to an RFP shall be in two parts: (i) Technical Design; and (ii) Price Proposal. The Technical Design shall respond to all information requested and requirements in the RFP. The Price Proposal shall include a price for the completed project, and a price for any individual project aspects or phases specified in the RFP, if any.

The Committee may elect to evaluate the Technical Design and Price Proposal separately (e.g. only after the Technical Design evaluation is completed will the Port open the Price Proposal). Evaluation factors for finalists' proposals typically include, but are not be limited to, the factors utilized in the RFQ evaluation, as well as:

- a. technical approach design concept;
- b. ability of professional personnel;

- c. past performance on similar projects;
- d. ability to meet time and budget requirements;
- e. ability to provide a performance and payment bond for the project;
- f. recent, current, and projected workloads of the submitter;
- g. location; and
- h. cost or price-related factors that may include operating costs.

The Port may also consider a proposer's outreach plan to include small business entities and disadvantaged business enterprises as subcontractor and suppliers for the project. If the Port determines that all finalists will be capable of producing a design that adequately meets project requirements, the Port may award the contract to the party that submits the responsive proposal with the lowest price.

Awarding of Design-Build Projects. The award of all design-build projects must be based on the "best bidder" standard contained in RCW 53.08.130. The Committee shall recommend to the Port Commission one party for the project. If approved, then the Port shall provide a notice of award and proceed with the customary contracting and bonding requirements necessary for commencement of the project. The selection of a proposal shall be announced by written notice to the selected party. The Port shall also, at the same time, send the other parties a written notice that their proposals were not selected. Upon award of the contract, the bidder is solely responsible for the completion of the design necessary for obtaining any and all requisite permits at his or her sole cost.

Limitations; Rejections. All submittals must be received by the date and time stated in the RFQ or in the RFP. Proposals submitted after the submission deadline, or incomplete proposals will not be considered by the Design Build Committee. At all times the Port reserves the right to reject all proposals.

Section 2. Any prior Resolution(s) of the Port in related to design-build procedures are hereby repealed.

Section 3. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 4. This Resolution shall be effective upon passage by the Board.

ADOPTED by the Chelan Douglas Regional Port Authority Board of Directors at a regular meeting thereof held on this 13th day of April, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director

W. Alan Loeb sack, Director

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION NO. 2021-09**

**A RESOLUTION OF THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY
ADOPTING SMALL WORKS ROSTER DEVELOPED AND MAINTAINED BY PORT
STAFF; AND ADOPTING CONSULTING SERVICES ROSTER MAINTAINED BY PORT
STAFF FOR PROFESSIONAL CONSULTING SERVICES INCLUDING ARCHITECTS
AND ENGINEERS**

Whereas, RCW 39.04.155, and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

Whereas, Chapter 39.80 RCW, and other laws regarding contracting for consulting services by municipalities, allow certain contracts for professional consulting services to be awarded by a consultant roster process; and

Whereas, in order to implement small works and consulting roster processes, the Chelan Douglas Regional Port Authority (“Port”) is required by law to adopt a resolution establishing specific procedures related to the same; and

Whereas, the Port now desires to adopt procedures related to small works projects as set forth in this Resolution, **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF THE CHELAN DOUGLAS REGIONAL
PORT AUTHORITY HEREBY RESOLVES AS FOLLOWS:**

Section 1. Adoption of in house Small Works and Professional Consulting Services Rosters. The Board of Commissioners (“Board”) of the Port wishes to manage and use in house Small Works and Professional Consulting Services Rosters.

Section 2. Small Public Works Roster. The following small works roster procedures are established for use by the Port pursuant to RCW 39.04.155:

1. Small Works. Small Works are contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property which the estimated cost is \$300,000 or less, which includes the cost of labor, material, equipment and sales and/or use taxes as applicable. The Port need not comply with formal sealed bidding procedures for Small Works. Instead, the Port may use the Small Works Roster procedures for public works projects.

2. Publication. At least once a year, the Port shall publish in a newspaper of general circulation within the Port’s jurisdiction a notice of the existence of the Small Works Roster and solicit the names of contractors for such roster. Responsible contractors shall be added to roster at any time that they complete the online application, submit the necessary documents, and meet the State requirements for roster listing.

3. Purchasing and Contracting Policy. Specific policies and procedures for the use of the Small Works Roster and contracting for small public works projects are

outlined in the Port's Purchasing and Contracting Policy adopted contemporaneously herewith by Port Resolution No. 2021-10.

4. Reservation of Rights. Nothing in this Resolution prohibits the Port from using a Formal Solicitation for projects of any value when appropriate.

Section 3. Consulting Services Roster. The following consulting services roster procedures are established for use by the Port:

1. Consulting Services. Consulting Services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020. The Port, when appropriate, may use the Consulting Services Roster to select a professional services firm based on its Statement of Qualifications and the Port's established criteria.

2. Publication. At least once a year, the Port shall, publish in a newspaper of general circulation within the Port's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. The Port shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application, submits a Statement of Qualifications, and meets minimum State requirements for roster listing.

3. Purchasing and Contracting Policy. Specific policies and procedures for the use of the Consulting Services Roster and contracting for Professional Consulting Services are outlined in the Port's Purchasing and Contracting Policy adopted contemporaneously herewith by Port Resolution No. 2021-10.

4. Reservation of Rights. Nothing in this Resolution prohibits the Port from using any alternative procedures set forth in RCW 39.80.030 to solicit and enter into contracts for consulting services.

Section 4. Any prior Resolution(s) of the Port in conflict with the policies and provisions established and set forth in this Resolution are hereby repealed.

Section 5. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 6. This Resolution shall be effective upon passage by the Board.

ADOPTED by the Chelan Douglas Regional Port Authority Board of Directors at a regular meeting thereof held this 13th day of April, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director

W. Alan Loeb sack, Director

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE CHELAN DOUGLAS REGIONAL
PORT AUTHORITY ADOPTING PURCHASING &
CONTRACTING POLICY ESTABLISHING GUIDELINES FOR
THE ACQUISITION OF EQUIPMENT, MATERIALS,
SERVICES, PROFESSIONAL & PERSONAL SERVICES,
AND PUBLIC WORKS**

Whereas, state and other laws regarding contracting and purchasing by municipalities require competitive bidding when contracts are above certain dollar thresholds to encourage fairness, open competition, and efficiency; and

Whereas, under those thresholds, municipalities have varying degrees of flexibility in establishing purchasing and contracting procedures; and

Whereas, the Chelan Douglas Regional Port Authority (“Port”) now desires to establish guidelines, responsibilities and procedures to be followed by the Port in acquiring equipment, materials and services to accomplish its overall mission as set forth in this Resolution, **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF THE CHELAN DOUGLAS REGIONAL
PORT AUTHORITY HEREBY RESOLVES AS FOLLOWS:**

Section 1. **Adoption of Purchasing and Contracting Policy.** The Port desires to adopt for the Port use the Chelan Douglas Regional Port Authority Purchasing and Contracting Policy. The Purchasing and Contracting Policy are attached to this Resolution as Exhibit A and incorporated herein by this reference.

Section 2. If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Resolution.

Section 3. This Resolution shall be effective upon passage by the Board.

ADOPTED by the Board of Directors of the Chelan Douglas Regional Port Authority at a regular meeting thereof held this 13th day of April, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director

W. Alan Loepsack, Director



Purchasing and Contracting Policy

Effective April 13, 2021

PURCHASING AND CONTRACTING POLICY ESTABLISHING GUIDELINES FOR THE ACQUISITION OF EQUIPMENT, MATERIALS, SERVICES, PROFESSIONAL & PERSONAL SERVICES, AND PUBLIC WORKS FOR THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY.

POLICY: The Chelan Douglas Regional Port Authority (the “Port”) will acquire equipment, materials, services and public works in a manner that is consistent with statutory provisions of the Revised Code of Washington (“RCW”) and in accordance with Port Resolutions, resulting in the most effective delivery of goods and services considering not only cost but value received.

PURPOSE: The purpose of this Policy is to establish guidelines, responsibilities and practices to be followed by the Port in acquiring equipment, materials and services to accomplish its overall mission. The guidelines set forth in this Policy are intended to assure compliance with state and federal laws and develop a uniform purchasing and contracting system. This Policy does not provide additional legal rights to parties not otherwise provided by law.

AUTHORITY: The authority to establish and from time to time amend the Policy and guidelines rests with the Chief Executive Officer of the Port through the “Delegation of Authority” Resolution, approved and adopted annually by the Board of Directors of the Port.

SUPERSEDES: This Policy supersedes and replaces all previous policies and resolutions adopted by the Port, or its predecessors, relating to purchasing and contracting guidelines, except those policies and resolutions explicitly incorporated herein, including the Chelan Douglas Regional Port Authority Federal Procurement Standards Policy, and those policies and resolutions adopted contemporaneously herewith.

Chelan Douglas Regional Port Authority

Jim Kuntz, Chief Executive Officer

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Exhibit A – CDRPA Resolution 2021-08 Policies and Procedures to Implement Design-Build Contracting for Public Works Projects

Exhibit B – CDRPA Federal Procurement Standards Policy

1. DEFINITIONS

Bid Limits. Contract, project, or purchase dollar amounts inclusive of tax, which define bidding requirements. Formal competition is required above bid limits in order to encourage fairness, open competition, and efficiency. Below bid limits, agencies have varying degrees of flexibility in establishing purchasing and contracting procedures. To that end, this Policy establishes uniform purchasing and contracting procedures to be followed by the Port which complies with any statutory bid limits and requirements.

Competitive Solicitation. A documented process providing an equal and open opportunity to qualified parties and culminating in a selection based on criteria, in which criteria other than price may be the primary basis for consideration. The criteria may include such factors as the consultant's fees or costs, ability, capacity, experience, reputation, responsiveness to time limitations, responsiveness to solicitation requirements, quality of previous performance, and compliance with statutes and rules relating to contracts or services.

Emergency. A set of unforeseen circumstances beyond the control of the Port that either: (1) Present a real, immediate threat to the proper performance of essential functions; or (2) May result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken

Formal Competition. Above bid limits specified in statutes, formal competition and bidding is required. Typically, formal solicitations are more rigorous or time-intensive, and likely apply to larger and more complex contracts and purchases. The exact formal procedures are laid out in this Policy and additional Port documents. Usually, formal competition requires public advertisement for a specified time and in a particular manner, sealed bids, and public bid openings. The contract must be awarded to the lowest responsive, responsible bidder, and the bid results must be published.

Informal Competition. State statutes allow many agencies to follow less stringent competitive requirements for projects below a certain threshold by selecting businesses from a small works roster or a vendor list. For public works projects, eligible agencies can use the small public works roster process for projects below \$300,000 for port districts. For purchases, eligible agencies may use a vendor list up to a certain amount, with the maximum dollar limit depending on the agency's statutes and adopted policies. The Port's limits as they relate to the level and

requirements of competitive bidding are established and provided below in this Policy.

Minimal Competition. Below bid limits, competitive bidding, informal or formal, is not required. No requirement to seek multiple or written quotes. Agencies may seek quotes directly from individual vendors or a vendor may be selected from the small works roster.

Ordinary Maintenance. Maintenance work performed by the regular employees of the state or any county, municipality, or political subdivision created by its laws.

Personal Services. Professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement which may not reasonably be required in connection with a public works project (not including professional architecture and engineering services).

Public Works. All work, construction, alteration, repair, or improvement, other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.

Purchasing. Purchases of goods, equipment, supplies, or materials that are not connected with a public works project.

Purchased Services. Services provided by a vendor to accomplish routine, continuing, and necessary functions. "Purchased services" includes, but is not limited to, services for equipment maintenance and repair; operation of a physical plant; security; computer hardware and software maintenance; data entry; and computer time-sharing, contract programming, and analysis.

Professional Architecture and Engineering Services. Professional services provided by a consultant that fall under architecture, engineering, land surveying, or landscape architecture.

Responsible Bidder/Contractor. A contractor who meets the criteria in RCW 39.04.350 as follows:

- a. Has a certificate of registration in compliance with Chapter 18.27 RCW;
- b. Has a current state unified business identifier number;
- c. If applicable, has industrial insurance coverage for the bidder's employees working in Washington, an employment security department number, and a state excise tax registration number;
- d. Is not barred from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

- e. If bidding on a public works project subject to the apprenticeship utilization requirements, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes for the one-year period immediately preceding the date of the bid solicitation;
- f. Has training on the requirements related to public works and prevailing wage; and
- g. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated any provision of Chapters 49.46, 49.48, or 49.52 RCW.

Sole Source. A consultant providing professional or technical expertise, or a contractor providing goods or services of such a unique nature that the consultant or contractor is clearly and justifiably the only practicable source to provide the goods or services. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the consultant.

Unit-Priced Contract. A competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of a port district, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price, for each category of work.

2. GENERAL GUIDELINES FOR PURCHASING AND CONTRACTING

The following outlines General Guidelines for making purchases and contracting:

2.1. Individual Authority

The “Delegation of Authority” is adopted annually via Port Resolution and gives the Chief Executive Officer (“CEO”) administrative powers and duties. Those duties and powers include the ability to delegate purchasing authority to specific individual staff members.

2.2. Local Preference

All things being equal in terms of cost, delivery and vendor support, preference will be given to vendors and/or service providers operating in Chelan and Douglas Counties.

2.3. Conflicts of Interest

“Employees have an obligation to conduct business within guidelines that prohibit actual, potential, or perceived conflicts of interest.” (*See Port Personnel Handbook – Policy No. 805: Conflicts of Interest*). Moreover, if an employee has any influence on transactions involving purchases or contracts, it is imperative that he or she discloses to a supervisor as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

2.4. Availability of Funds

Employees with purchasing/contracting authority shall ensure that purchases are initiated only where budgeted funds within a particular account are sufficient to cover the anticipated cost. This applies to both operating budget line items and capital budget accounts.

Project Managers (*those persons introducing and supporting capital and maintenance projects*) are responsible for the general oversight of all project costs; i.e. work orders, contracts, purchase orders, etc., verifying that the aggregate project costs do not exceed the authorized budget line item.

If it is anticipated that project budget may be insufficient for a specific purchase, the project manager should review available options for completing the funding first with the Director of Finance.

2.5. Capital Purchases and Projects

New Capital Purchases are expenditures used in the operation of the Port which are more than \$5,000 in cost and have a useful life longer than one year.

Maintenance and Repair projects are “capitalized” if the work costs more than \$10,000 and increases the useful life or enhances the use of the asset.

All proposed Capital Projects and Capital Maintenance projects are approved through the annual budget and/or supplemental budget process. Any proposed expenditures for products or services that have not been approved through the formal budget process are subject to the latest version of the Delegation of Authority.

2.6. Emergency Purchases

When an emergency shall require the immediate acquisition of materials, equipment, supplies, services, or public works, the CEO is authorized to make a finding of the existence of such emergency and execute any contract to respond to the emergency provided that the CEO shall, at the first Board of Directors meeting following the finding of the existence of an emergency, or in no event later than fourteen (14) days after the contract has been awarded (or for Personal Service Contracts seven (7) days), request Board of Directors ratification of the finding of an emergency and any contract awarded or executed pursuant to this authority. Emergency purchasing shall only be used to avoid immediate hazard to life, to preserve Port property, or to prevent significant service disruptions. Such emergency purchases are not subject to the competitive pricing and/or formal bid processes.

2.7. Contract Log

Pursuant to RCW 53.08.440, the Port shall maintain and updated quarterly a contract log, listing all current contracts, on the Port’s website. At a minimum, the log must identify the contractor, purpose of contract, effective dates, period of performance, the cost of the contract and funding source, any modifications to the contract, including amendments and change orders, and how the contract was procured (competitively or sole source basis).

2.8. Length of Contracts

The Port shall not enter into contracts with an auto renewal clause unless approved by the CEO. Initial contract terms shall not exceed two years, unless the project duration will be longer. Contracts can allow for up to two, one-year renewals. However, unit-priced

contracts may be executed for an initial contract term not to exceed three years, with the Port having the option of extending or renewing the unit-priced contract for one additional year.

2.9. Insurance Requirements

All service providers, vendors, contractors and suppliers delivering goods or performing services on behalf of the Port must have insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance by the service provider/supplier, their agents, representatives, employees, or subcontractors. Proof of insurance and naming the Chelan Douglas Regional Port Authority, Port of Chelan County, and Port of Douglas County as an additional insured on their policy is required and shall be made a term of the purchase or service contract.

2.10. Responsible Contractors

Before selecting a contractor or vendor, the Project Manager shall verify their debarment and responsible contractor status. Additionally, each contractor and vendor will certify to their debarment and/or responsible contractor status under the purchase or service contract.

2.11. Diversity in Contracting

The Port will ensure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts under this Policy.

3. SERVICE CATEGORIES, PUBLIC WORKS, OTHER PURCHASES AND LEVELS OF COMPETITIVE SOLICITATION

This section provides guidance on determining the appropriate category of services and/or purchases before a particular contract as well as the appropriate method of solicitation.

3.1 Professional Services

3.1.1 General: Professional Services are rendered by any person, other than as an employee of the agency, contracting to perform activities within the general definition of professional practice. They are services which provide professional or technical expertise to accomplish a specific study, project, task, or other work statement As defined in Chapter 39.80 RCW, Professional Services include, but are not limited to, architects (Chapter 18.08 RCW), engineers and land surveyors (Chapter 18.43 RCW), and landscape architects (Chapter 18.96 RCW).

3.1.2 Examples of Professional Services: All engineering disciplines, land surveyors, architects, landscape architects, environmental consulting, hazardous material inspections, and construction materials testing and inspections (if consultant is providing professional judgment by providing analysis of testing for compliance with specifications in their reports).

3.1.3 Solicitation Procedure:*

ACTIVITY	< \$50K	\$50K - \$100K	>\$100K
LEVEL OF COMPETITIVE SOLICITATION	Minimal	Informal	Formal
TYPE OF SOLICITATION	Consulting Services Roster, pursuant to Port Resolution 2021-09 (Review of Qualifications)	Consulting Services Roster, pursuant to Port Resolution 2021-09 (RFP to Minimum of 3)**	Detailed scope description, Public Request for Proposals & Evaluation Criteria
ADVERTISEMENT METHOD (# TO SOLICIT)	Public Notice Required - See Section 3.1.4	Public Notice Required - See Section 3.1.4	Public Notice Required - See Section 3.1.4
SOLICITATION APPROVAL	CEO	Board of Directors	

**Staff may elect to use a Formal Solicitation for any value when appropriate. If the project includes grant funding, the conditions of the grant may require a specific method of advertisement and other aspects of the solicitation process; wherever a discrepancy exists between Port and grant funded methods, the more stringent set of methods shall apply.*

3.1.4 Public Notice Required: Professional Services are required to be procured under the provisions of Chapter 39.80 RCW. RCW 39.80.030 requires that the Port publish its need for Professional Services in advance, concisely stating the general scope and nature of the project or work for which services are required. The notice must also provide the address of a representative of the Port who can provide additional details. Compliance with this requirement may be accomplished by either:

- a. Publishing an announcement each time the service is needed; or
- b. Announcing generally to the public the Port's projected requirements for any category or type of professional services such as the annual Consultant Services Roster advertisement.

3.1.5 Basis of Award: Professional Services are awarded using the Qualifications-Based Selection (QBS) requirements. QBS is a competitive procurement process in which the Port reviews the qualifications of professional service firms and where price cannot be used as a selection criterion, to select the most qualified firm for the project. The most qualified firm will be selected as follows:

- a. For contracts below \$50,000, using a QBS process, the Port will review the qualifications of the appropriate firms on the Consulting Services Roster who have indicated the capability of performing the kind of services being contracted.
- b. For contracts between \$50,000 and \$100,000, the Port will utilize a request for proposals to provide a description of the project, solicit firm qualifications, and provide evaluation criteria from at least three (3) firms on the Consulting Services Roster.
- c. For contracts above \$100,000, the Port will utilize a public request for proposals to provide a description of the project, solicit firm qualifications, and provide evaluation criteria.

After the most qualified firm has been chosen, the Port will negotiate a contract for a fair and reasonable price, taking in account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature thereof. If the Port cannot negotiate a contract with the firm at a price that is fair and reasonable, negotiations with that firm will be formally terminated and the Port will select the next most qualified firm(s) until an agreement is reached or the process is terminated.

- 3.1.6 Competitive Solicitation Exemption: All Professional Service contracts shall be entered into pursuant to the QBS detailed above except for:
- a. Emergency contracts; and
 - b. Contract amendments. Professional Service contracts will not be amended in lieu of open competition if the added work is not similar in scope and size.
- 3.1.7 Form of Contract: For contracts up to \$50,000, the Port should use a standard short format agreement referred to as “Short Form Professional Services Agreement.” For contracts in excess of \$50,000 the Port should use a standard format referred to as a “Standard Agreement for Professional Services.”
- 3.1.8 Signing Authority: The CEO may, without prior Board of Director approval, execute contracts up to \$50,000.
- 3.1.9 Board of Director Action/Notification: Board of Director action is required if the limits of the “Signing Authority” will be exceeded.

3.2 **Personal Services**

3.2.1 General: As defined in Chapter 53.19 RCW, Personal Services means technical expertise provided by a consultant to render an opinion or recommendation or to accomplish a specific study, project, task, service or other work statement which may not reasonably be required in connection with a public works project and the activity or product is mostly intellectual in nature. Personal Services do not include architecture and engineering services, nor should they be confused with purchased services, which are generally routine, repetitive, or mechanical in nature and support an agency's day-to-day operations.

3.2.2 Examples of Personal Services: Accounting, comprehensive plans, legal services, management analyses, grant writing, and public relations. Certain personal services may require licensing or certification by state agencies, such as accounting, legal, or medical services.

3.2.3 Solicitation Procedure: *

ACTIVITY	< \$50K	\$50K - \$200K	>\$200K
LEVEL OF COMPETITIVE SOLICITATION	Minimal	Informal	Formal
TYPE OF SOLICITATION	general scope description	detailed scope	description & evaluation criteria
ADVERTISEMENT METHOD (# TO SOLICIT)	1-3	3 minimum	Public Notice Required
SOLICITATION APPROVAL	CEO		

**Staff may elect to use a Formal Solicitation for any value when appropriate. If the project includes grant funding, the conditions of the grant may require a specific method of advertisement and other aspects of the solicitation process; wherever a discrepancy exists between Port and grant funded methods, the more stringent set of methods shall apply.*

3.2.4 Basis of Award: Pursuant to Chapter 53.19 RCW, for contracts above \$50,000, the selection of Personal Services shall include a documented competitive solicitation process demonstrating that the Port has solicited responses from an appropriate number of firms thereby providing an equal and open opportunity to qualified parties and culminating in a selection

based on specific evaluation criteria developed and included in the Informal and Formal solicitations which may include such factors as: (1) the consultant's fees or costs (does not necessarily need to be the primary basis for consideration), (2) ability, (3) capacity to undertake the project, (4) experience, (5) reputation for responsiveness to time limitations, (6) responsiveness to solicitation requirements, and (7) quality of previous performance on Port projects.

3.2.5 Competitive Solicitation Exemption: As provided for in RCW 53.19.020, all Personal Service contracts shall be entered into pursuant to competitive solicitation, except for:

- a. Contracts under \$50,000;
- b. Contracts awarded to companies that furnish a service where the tariff is established by the utilities and transportation commission or other public entity;
- c. Intergovernmental agreements awarded to any governmental entity;
- d. Contracts awarded for services to be performed for a standard fee, when the standard fee is established by the contracting agency or any other governmental entity and a like contract is available to all qualified applicants;
- e. Contracts for services that are necessary to the conduct of collaborative research if prior approval is granted by the funding source;
- f. Contracts for professional services which are entered into under chapter 39.80 RCW;
- g. Contracts for the employment of expert witnesses for the purposes of litigation or legal services to supplement the expertise of port staff;
- h. Emergency contracts;

- i. Sole source contracts. Personal Services may be selected on a “Sole Source” basis if the consultant providing technical expertise is of such a unique nature that the consultant is clearly and justifiably the only practicable source to provide the service; the justification shall be based on either the uniqueness of the service or sole availability at the location required. The person making the selection shall provide a *Sole-Source Justification* memo to the Board of Directors justifying the sole source selection prior to the start date of the contract;
- j. Contract amendments, provided, however, that substantial change in the scope of work specified in the contract or which are substantial additions to the scope of work specified in the formal solicitation must be submitted to the Board of Directors for a determination of whether the change warrants a new contract as required by RCW 53.19.060. Personal Service contracts will not be amended in lieu of open competition if the added work is not similar in scope and size; and
- k. Other specific contracts or classes or groups of contracts exempted from the competitive solicitation process by the Board of Directors when it has been determined that a competitive solicitation process is not appropriate or cost-effective, including purchases involving special facilities or market conditions.

3.2.6 Form of Contract: The Port uses a standard format referred to as a “Standard Agreement for Personal Services” which is processed by the Project Manager. A Short-Form Contract may also be issued to engage Personal Services in lieu of a “Standard Agreement for Personal Services” if all of the following conditions are met:

- a. The project scope is clearly defined by tasks and deliverables either on the Short-Form Contract or in correspondence from the Consultant to be attached to the Short-Form Contract;
- b. The project scope can be completed in a short term, typically within thirty (30) days;
- c. Cost for the service is under \$10,000;

- d. Liability insurance is not required because consultant is not working on Port property; and
- e. Professional liability insurance is not required.

If a Short-Form Contract is used, the Project Manager must file compliance documentation for selection along with the Short-Form Contract.

3.2.7 Signing Authority: The CEO may, without prior Board of Director approval, execute all Personal Services contracts, regardless of contract amount.

3.3 Purchased Services

- 3.3.1 General: Purchased Services are those provided by vendors for routine, necessary, and continuing functions of a local government agency, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the agency’s day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. There are a number of purchased services that hover a grey line between purchased services and public works contracting. If a particular contract is very near the line, the Port endeavors to take the conservative approach and consider it a public works contract.
- 3.3.2 Examples of Purchased Services: Delivery/courier service, landscape maintenance, building maintenance (janitorial), herbicide and pesticide application services, recycling/disposal/litter pickup service, vehicle inspection-lubricating-repair services, computer hardware and software maintenance, and security services.
- 3.3.3 Solicitation Procedure: *

ACTIVITY	< \$10K	\$10K-\$50K	>\$50K
LEVEL OF COMPETITIVE SOLICITATION	Minimal	Informal	Formal
TYPE OF SOLICITATION	General scope description	Detailed scope description & evaluation criteria	Detailed scope description & evaluation criteria
ADVERTISEMENT METHOD (# TO SOLICIT)	1-3 Open Market	Small Works Roster, pursuant to RCW 39.04.155 and Port Resolution 2021-09 (3 minimum)	Public Notice Required
SOLICITATION APPROVAL	None	CEO	Board of Directors

**Staff may elect to use a Formal Solicitation for any value when appropriate. If the project includes grant funding, the conditions of the grant may require a specific method of advertisement and other aspects of the solicitation process; wherever a discrepancy exists between Port and grant funded methods, the more stringent set of methods shall apply.*

- 3.3.4 Prevailing Wage: Some Purchased Services require Prevailing Wages to be paid even though they are not subject to Public Works bidding requirements. These Purchased Services include: (1) building maintenance services (janitorial), (2) grounds keeping, (3) traffic control (flagging), and (4) fire extinguisher service and replacement. The foregoing services providers must file a *Statement of Intent to Pay Prevailing Wages* prior to when the work is performed and payment is made and an *Affidavit of Wages Paid* upon completion. Prevailing wage requirements must be included in the Solicitation provided by the Port.
- 3.3.5 Basis of Award: The selection of Purchased Services shall include a documented competitive solicitation process demonstrating that the Port has solicited responses from an appropriate number of vendors thereby providing an equal and open opportunity to qualified parties and culminating in a selection based on specific evaluation criteria developed and included in the Informal and Formal solicitations which may include such factors as: (1) the vendor's fees or costs (does not necessarily need to be the primary basis for consideration), (2) ability, (3) capacity to undertake the project, (4) experience, (5) reputation for responsiveness to time limitations, (6) responsiveness to solicitation requirements, and (7) quality of previous performance on Port projects.
- 3.3.6 Competitive Solicitation Exemption: All Purchased Service contracts shall be entered into pursuant to competitive solicitation, except for:
- a. Emergency contracts;
 - b. Sole source contracts. The person making the selection shall provide a Sole-Source Justification memo to the Board of Directors justifying the sole source selection prior to the start date of the contract;
 - c. Contract amendments. Purchase Service contracts will not be amended in lieu of open competition if the added work is not similar in scope and size; and
 - d. Purchases involving special facilities or market conditions.
- 3.3.7 Form of Contract: The Port uses either a Service Agreement or Short-Form Contract depending on the length, size and scope of services provided, insurance requirements, and prevailing wage requirements. Services that

(1) span more than one billing cycle, (2) require insurance, and (3) require prevailing wages to be paid should be procured using a Service Agreement. In the event a service spans more than one fiscal year, Board of Director approval is required, or the contract must include language that makes the contract contingent upon further budget appropriation and Board of Director approval.

3.3.8 Signing Authority: The CEO may, without prior Board of Director approval, execute Purchased Service contracts up to \$50,000 as long as funds for such Purchased Service is within the overall approved budget.

3.3.9 Board of Director Action/Notification: Board of Director action is required if the limits of the “Signing Authority” will be exceeded.

3.4 Public Works

3.4.1 General: Public Work means all work, construction, alteration, repair, or improvement *other than ordinary maintenance*, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. “Ordinary maintenance” is defined in WAC 296-127-010(7)(b)(ii) as maintenance work performed by the regular employees of the state or any county, municipality, or political subdivision created by its laws.

3.4.2 Examples of Public Works: New construction, building/structure remodeling and repairs, road construction and repairs (including striping), and all other work involving - construction, alteration, enlargement, improvement, repairs, and/or demolition which, by law, constitutes a lien or charge on any property of the state or of a municipality.

3.4.3 Solicitation Procedure: *

ACTIVITY	<\$5K	\$5K - \$50K	\$50K - \$300K	>\$300K
LEVEL OF COMPETITIVE SOLICITATION	None	Minimal	Informal	Formal
TYPE OF SOLICITATION	general scope and description	general scope and nature, including materials and equipment to be furnished**		detailed plans & scope description
ADVERTISEMENT METHOD (# TO SOLICIT)	Open Market, 1 – 3	Small Works Roster, Pursuant to RCW 39.04.155 and Port Resolution 2021-09 (3 min.) ***	Small Works Roster, Pursuant to RCW 39.04.155 and Port Resolution 2021-09 (5 min.)	Public Notice Required
SOLICITATION APPROVAL	None	CEO	CEO (under \$100k)/BOD (over \$100k)	Board of Directors

**Staff may elect to use a Formal Solicitation for any value when appropriate. If the project includes grant funding, the conditions of the grant may require a specific method of advertisement and other aspects of the solicitation process; wherever a discrepancy exists between Port and grant funded methods, the more stringent set of methods shall apply.*

*** This does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.*

**** See section 3.4.10 for Awarding Public Works without Bids*

3.4.5 Small Work Roster Process: The Port Board of Directors established the implementation of the small works roster process in Resolution 2021-09. The small works roster may be used to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement or real property which the estimated cost is \$300,000 or less. The small works roster shall consist of all responsible contractors who have requested to be on the list, and where required by law are properly licensed or registered to perform such work in this state. Annually, the Port shall publish, in a newspaper of general circulation within the jurisdiction, a notice of the existence of the small works roster and, through such publication, solicit the names of contractors for said small works roster. Contractors desiring to be placed on the small works roster must keep current records of any applicable licenses, certification, registration, bonding, insurance, or other appropriate matters and, where requested, provide the same to the Port as a condition of being placed on the small works roster. In addition, responsible contractors shall be added to the small works roster at any time if they submit a written request to the Port and necessary records. The Port may alternatively use the MRSC small works roster to seek qualified contractors.

3.4.6 Solicitation Procedure: For Public Works contracts solicited using the small works roster process, the Port shall obtain telephone, written or electronic quotations from the appropriate number of contractors for the size of the contract on the small works roster who have indicated the capability of performing the kind of work being contracted, and in a manner that will equitably distribute the opportunity among the contractors. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

For contracts between \$50,000 and \$300,000, quotations must be invited from a minimum of five (5), but up to all of the appropriate contractors on the small works roster. If the estimated cost of the contract is more than \$250,000 and the Port chooses to solicit quotations from less than all the appropriate contractors on the small works roster, it must notify the remaining contractors on the small works roster that quotations are being sought. Notice under this section may be made by: (1) publishing notice in

a legal newspaper in general circulation in the area where the work is being done, (2) mailing a notice to the contractors, or (3) sending notice to the contractors by electronic means.

For contracts between \$5,000 and \$50,000 (Limited Public Works projects), quotations must be invited from a minimum of three (3) appropriate contractors from the small work roster.

- 3.4.7 Solicitation Procedure For Unit-Priced Public Works Projects: In addition to the above solicitation procedure, for the purpose of bid evaluation, Unit-priced contracts must be competitively bid, with invitations including: (1) estimated quantities of the anticipated type of work or trades and (2) specifications on how the Port will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit priced bid by the contractor.
- 3.4.8 Prevailing Wages: Chapter 39.12 RCW requires contractors and subcontractors to pay prevailing wages to all workers for all public works and maintenance contracts, regardless of the dollar value of the contract. These contractors and subcontractor must file a *Statement of Intent to Pay Prevailing Wages* prior to when the work is performed and payment is made and an *Affidavit of Wages Paid* upon completion. Prevailing wage requirements must be included in the Solicitation provided by the Port.
- 3.4.9 Basis of Award: Public Works contracts must be awarded in accordance with the requirements in RCW 53.08.120 and RCW 39.04.350. Contracts will be awarded to the lowest responsible bidder in accordance with RCW 39.04.350.
- 3.4.10 Procedure for Awarding Public Works without Bids: In addition to using the small work roster process, pursuant to RCW 53.08.120(c), port districts also have the option to construct any Public Works project by soliciting on the open market and without calling for bids (solicit 1-3 contractors for quotes), whenever the estimated cost of the work or improvement, including the cost of material, supplies, and equipment, will not exceed \$40,000. Under this statute, Public Works projects cannot be divided into units of work or classes of work to avoid calling for bids. Port staff must utilize their best effort to reach out to qualified contractors, including certified minority and

woman-owned contractors and must also document the selection process for audit requirements and retention.

3.4.11 Competitive Solicitation Exemption: RCW 39.04.280 provides the following uniform exemptions to competitive bidding requirements for Public Works contracts:

- a. Emergency contracts;
- b. Sole source contracts. The person making the selection shall provide a Sole-Source Justification memo to the Board of Directors justifying the sole source selection prior to the start date of the contract;
- c. Purchases of insurance or bonds;
- d. Contract amendments. Public Works contracts will not be amended in lieu of open competition if the added work is not similar in scope and size; and
- e. Purchases involving special facilities or market conditions.

3.4.12 Form of Contract: The Port contracts for Public Works using either a Short Form Contract for Limited Public Works (LPW) projects under \$40,000 or a Public Works Contract for projects over \$40,000.

3.4.13 Retainage and Bond Requirements:

- a. Retainage. Chapter 60.28 RCW requires contract retainage on “public improvement contracts” unless the contract is for a federally funded transportation project. Often, contracted maintenance will not involve making any “public improvement.” If so, there is no requirement for any contract retainage on a maintenance contract.

For projects awarded under the small works roster or Limited Public Works processes established in this Policy, the Port may waive the retainage requirements of RCW 60.28.011(1)(a), thereby assuming the liability for contractor's nonpayment of laborers, mechanics, subcontractors, materialpersons, suppliers, taxes, increases, and penalties under Titles 50, 51, and 82 RCW that may be due from the contractor for the project. However, the Port has the right of

recovery against the contractor for any payments made on the contractor's behalf. Recovery of unpaid wages and benefits shall be the first priority for actions filed against the contract.

- b. Bond. RCW 39.08.010 requires a contract bond on state or local government contracts with any person or corporation to perform any work. That is a broad requirement that applies to contracted ordinary maintenance. RCW 39.08.015 places liability on the public entity when the entity fails to obtain the required contract bond.

For projects awarded under the Limited Public Works process established in this Policy, the Port may waive the bond requirements of RCW 39.08.010.

Additionally, for contracts below \$150,000, at the option of the contractor or the general contractor/construction manager, the Port may, in lieu of the bond, retain ten percent (10%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits shall be the first priority for any actions filed against retainage held by the Port.

- 3.4.14 Signing Authority: The CEO may, without prior Board of Director approval, execute contracts up to \$50,000 as long as funds for such contract is within the overall approved budget.
- 3.4.15 Board of Director Action/Notification: Board of Director action is required if the limits of the “Signing Authority” will be exceeded. The Board of Directors will be provided an updated contract log on a quarterly basis containing all Public Works contracts awarded.

3.5 ***Design-Build Contracting for Public Works Projects***

3.5.1 Incorporation: Chapter 39.10 RCW authorizes alternative public works contracting procedures, including design-build procedures, because under certain circumstances, alternative public works contracting procedures may best serve the public interest if such procedures are implemented in an open and fair process based on objective and equitable criteria. Port Resolution No. 2021-08, establishes Policies and Procedures to implement design-build contracting for Public Works projects with the Port and is attached to this Policy as Exhibit A and incorporated herein by this reference.

3.6 ***Federal Procurement Standards Policy***

- 3.6.1 Incorporation: The Chelan Douglas Regional Port Authority Federal Procurement Standard Policy establishes Policies and Procedures to implement federal regulations and establishes a code of conduct regarding the Port's purchasing and contracting decisions to ensure efficient, fair and professional administration of Federal grant funds in compliance with federal regulation and laws. The Federal Procurement Standard Policy is attached to this Policy as Exhibit B and incorporated herein by this reference.

4.5 Other Purchases – Goods, Equipment, Materials, and Supplies

4.5.1 General: Other Purchases refers to buying of goods, equipment, materials, and supplies, as long as the purchase is *not made in connection with a Public Works project*. If the purchase is made in connection with a Public Works project, it must follow the Public Works bidding requirements detailed in Section 3.4 above. Moreover, the solicitation and bidding requirements in this Policy for Other Purchases do not apply to the purchases of goods, equipment, materials, and supplies where the cost will not exceed \$5,000. In making such purchases, however, the Port will endeavor to obtain the lowest practical price for such equipment, materials, and supplies.

4.5.2 Examples of Materials, Equipment, and Supplies: Supplies, computer hardware/software & other electronics, vehicles, equipment, and tools.

4.5.3 Solicitation Procedure: *

ACTIVITY	\$5K-\$50K	>\$50K
LEVEL OF COMPETITIVE SOLICITATION	Minimal	Formal
TYPE OF SOLICITATION	general scope description	detailed scope description & evaluation criteria
ADVERTISEMENT METHOD (# TO SOLICIT)	Open Market (3 minimum)	Public Notice Required
SOLICITATION APPROVAL	None	CEO

**Staff may elect to use a Formal Solicitation for any value when appropriate. If the project includes grant funding, the conditions of the grant may require a specific method of advertisement and other aspects of the solicitation process; wherever a discrepancy exists between Port and grant funded methods, the more stringent set of methods shall apply.*

4.5.4 Basis of Award: The selection of Other Purchases shall include a documented competitive solicitation process demonstrating that the Port has solicited responses from an appropriate number of vendors thereby providing an equal and open opportunity to qualified parties and culminating in a selection based on specific evaluation criteria developed and included in the Formal solicitation which may include such factors as: (1) the vendor’s fees or costs (does not necessarily need to be the primary basis for consideration), (2) ability, (3) capacity to undertake the work, (4)

reputation, (5) responsiveness to time limitations, (6) responsiveness to solicitation requirements, and (7) quality of previous performance.

4.5.5 Competitive Solicitation Exemption: RCW 39.04.280 provides the following uniform exemptions to competitive bidding requirements for Purchase contracts:

- a. Emergency contracts;
- b. Sole source contracts. The person making the selection shall provide a Sole-Source Justification memo to the Board of Directors justifying the sole source selection prior to the start date of the contract;
- c. Purchases of insurance or bonds;
- d. Contract amendments. Purchase contracts will not be amended in lieu of open competition if the added work is not similar in scope and size; and
- e. Purchases involving special facilities or market conditions.

4.5.6 Form of Contract: Purchase Order or Credit Card.

4.5.7 Signing Authority: The CEO may, without prior Board of Director approval, execute Purchase Orders up to \$50,000.

4.5.8 Board of Director Action/Notification: Board of Director action is required if the limits of the "Signing Authority" will be exceeded.

4. LEGAL REFERENCES

4.1 RCWs:

Chapter 39.12 RCW
Chapter 53.08 RCW
Chapter 53.19 RCW
Chapter 60.28 RCW
Chapter 39.10 RCW
Chapter 39.04 RCW
Chapter 39.08 RCW

4.2 Port Policies and Resolutions:

Port Delegation of Authority – Adopted by Resolution annually
Port Resolution No. 2021-10 – Adopting Port Purchasing and Contracting Policy
Port Resolution No. 2021-08 – Design-Build Contracting for Public Works Projects
Port Resolution No. 2021-09 – Adopting Small Works and Consulting Services Rosters
Port Federal Procurement Standards Policy

4.3 Other References:

MRSC Contracting for Services
Personal Services Contracting Manual for Washington Ports

5. APPENDIX

Exhibit A

Exhibit A will be Chelan Douglas Regional Port Authority Resolution No. 2021-08

After Approved by the Board.

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
FEDERAL PROCUREMENT STANDARDS POLICY**

(1) PURPOSE

The purpose of this policy is to establish and maintain internal controls to provide reasonable assurance that expenditures of Federal funds for Airport projects are managed in compliance with all applicable Federal regulations and with the terms and conditions of the specific grant or award.

When procuring property and services that involve the expenditure of Federal funds, the Airport will follow the procurement standards set forth herein which are intended to comply with 2 CFR § 200.318 - §200.326, or the purchase procedures set forth by RCW or in the Chelan Douglas Regional Port Authority Administrative Policies, whichever is more restrictive.

Nothing herein is intended to affect or modify the authority to approve purchases or execute contracts, whether such authority resides with the Governing Board of the Port Authority or as delegated to the Chief Executive Officer or Airport Director.

(2) CODE OF CONDUCT IN CONTRACTING.

The Port Authority establishes the below code of conduct regarding its procurement decisions to ensure efficient, fair and professional administration of Federal grant funds in compliance with 2 CFR §200.112, 2 CFR §200.318 and other applicable Federal and state standards, regulations, and laws.

2.1 Conflicts of Interest. No employee, officer, elected official, or agent of the Port Authority shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm competing for the award:

2.1.1 An employee, officer, or agent involved in making the award;

2.1.2 His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);

2.1.3 His/her partner; or

2.1.4 An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

2.2 Gratuities, Kickbacks, and Use of Confidential Information. No officer, employee, or agent of the Port Authority shall ask for or accept gratuities, favors, or items of more than nominal value (i.e. inexpensive hat with logo) from any contractor, potential

contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

2.3 Exempt Transactions. The following services and purchasing activities are exempted from the application of this policy:

- Electrical, water, or other utility services by a municipality engaged in the business of providing such services at the same rates and on the same terms as are available to the general public.
- A publication of legal notices required by law to be published, upon competitive bidding at rates not higher than prescribed by law for members of the general public.
- Corporate discounts available to the general public or all government agencies.

2.4 Remedies. To the extent permitted by Federal, state or local laws or regulations, violation of these standards may cause penalties, sanctions or other disciplinary actions to be taken against the Port Authority's elected officials, employees or agents, or the contractors, potential contractors, subcontractors or their agents. Any potential conflict of interest will be disclosed in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

(3) PROCUREMENT METHODS Procurements shall be made by one of the following methods:

- (a) Micro-purchase (less than \$3,000 for non-construction projects, \$2,000 for construction projects covered by the Davis-Bacon Act);
- (b) Small purchase (\$3,000 - \$150,000);
- (c) Competitive sealed bid (invitation for bid/IFB);
- (d) Competitive proposal (request for proposals/RFP);
- (e) Architectural engineering services (A&E); or
- (f) Emergency procurement and other than full and open competition including sole source.

Services not covered under this policy include:

- Audit services provided under the authority of the Washington State Auditor's Office;
- Repair services provided by or through the manufacturer or manufacturer's authorized service dealer;
- Electrical, water or other utility services by a municipality; and
- Legal advertisements

3.1 Micro-Purchase Procedures. For purchases of materials, equipment, supplies, work and/or services for the Port Authority for which the total price is valued at less

than \$3,000 (a “micro-purchase”), the Port Authority may obtain only one quote, provided it is reasonable. To the extent practicable the Port Authority shall make such micro-purchases equitably among qualified suppliers and no favoritism should be shown. The Port Authority shall document its determination that the price is reasonable to the best of the Port Authority’s ability, even if informally. However, no formal cost or price analysis is required. Rather, the execution of a contract or purchase order by the authorized Port Authority contractor shall serve as the determination that the price obtained is reasonable, which may be based on the authorized Port Authority contractor’s prior experience or other factors.

3.2 Small Purchase Procedures. For any amounts above the micro-purchase threshold, but not exceeding \$150,000, the Port Authority may use small purchase procedures for the acquisition of materials, equipment, supplies, work and/or services. Under small purchase procedures, to the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. The Port Authority should obtain a reasonable number of quotes (preferably three, if possible). Quotations for Small Purchases (QSP), or quotes, may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the responsive and responsible vendor that submits the lowest cost to the Port Authority. If award is to be made for reasons other than lowest price, documentation shall be maintained in the contract file. The Port Authority shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that applies to purchases that exceed the Micro Purchase threshold. Whenever possible, such services should be solicited from the Port Authority’s Small Works Roster. The Small Works Roster requirement may be waived for special services and circumstances defined by board action or these Procurement Policies.

To determine the reasonableness of the price, a comparison with other offers shall generally be sufficient and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the authorized Port Authority contractor shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the authorized Port Authority contractor personal knowledge at the time of purchase, or any other reasonable basis.

3.3 Competitive Sealed Bids. Competitive sealed bidding, also known as Invitation for Bids (IFB), shall be used for all contracts that exceed the small purchase threshold and that are not specifically outlined or excepted by another method of procured contained in this policy or authorized by law.

3.3.1 An IFB will be used in cases where each of the following conditions is present:

- (a) A complete, adequate, and realistic statement of work, specification, or purchase description is available;

- (b) There is a reasonable expectation that two or more responsible bidders are willing and able to compete effectively for the work;
- (c) The procurement generally lends itself to a firm fixed price contract;
- (d) The award can be made principally on the basis of price and those price-related factors listed in the IFB; and
- (e) The selection of the successful bidder can be made principally on the lowest price.

3.3.2 A pre-bid/proposal conference may be held in the competitive sealed bid situation for the purpose of answering questions and clarifying the requirements and specifications relevant to the IFB. Notice for such pre-bid/proposal conference shall be advertised and stated in the general requirements section of the IFB or RFP, if applicable. Nothing herein shall preclude the answering of questions or issuance of additional instructions to, or amendments of, the IFB.

3.3.3 The following requirements generally apply to procurement by competitive sealed bid, in addition to any other requirements specifically set forth in a particular IFB:

- (a) The IFB shall be publicly advertised in an appropriate publication or website posting at least once each week for 2 consecutive weeks before the date fixed for opening the bids.
- (b) Bids shall be solicited from an adequate number of known suppliers with sufficient response time prior to the date set for opening the bids.
- (c) The bidding documents will include any specifications and pertinent attachments, describing the item or services sought in order for the bidder to properly respond.
- (d) The IFB shall specify the Port Authority's right to award the contract to other than the low bidder and its right to reject any or all bids for a sound documented reason.
- (e) A public bid opening will be held at the date and time specified.
- (f) The Port Authority will announce that the bid review will be completed by staff, recommended to the Board of Directors, and the date the contract will be awarded.

3.4 Competitive Proposal- Request for Proposal (RFP). A request for Proposal (RFP) shall be used when: the nature of the procurement does not lend itself to sealed bidding; more than one source is willing to submit a proposal; and either a fixed price or cost-reimbursement type contract is to be awarded.

3.4.1 RFPS should be used when one or more of the following is present:

- (a) The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price are present;
- (b) There is uncertainty about whether more than one bid will be submitted in response to an invitation to bid;
- (c) Due to the nature of the procurement award does not need to be based exclusively on price or price-related factors and the importance of cost or price may vary; and/or
- (d) Separate discussions with individual offeror(s) are expected to be necessary after they have submitted their proposals.

3.4.2 The following requirements apply to procurement by competitive proposals:

- (a) The RFP shall be publicly advertised in an appropriate publication or website at least once each week for two consecutive weeks before the date fixed for opening of the bids;
- (b) All evaluation factors and their relative importance will be identified in the RFP;
- (c) Proposals will be solicited from an adequate number of sources;
- (d) The Port Authority will use written procedures for conducting technical evaluations of the proposals received and for selecting the successful vendors; and
- (e) Awards will be made to the responsible Proposer whose proposal is the most advantageous to the Port Authority, with price and other factors considered.

3.4.3 Architectural, Engineering and other Related Services. The Port Authority shall use qualifications based procured procedures as set forth in RCW Chapter 39.80 for the acquisition of architectural and engineering services, such as program management, architectural engineering, design, surveying, mapping and related services (“A&E Services”). The following shall apply to procurement of A&E Services:

- (a) The Port Authority shall cause to be distributed a concise announcement of the general scope and nature of the project or work for which the services are required;
- (b) Offerors’ qualifications will be evaluated to determine award;

- (c) Price is excluded from the evaluation process;
- (d) Negotiations will first be conducted only with the most qualified offeror;
- (e) Only after failing to agree on a fair and reasonable price with the most qualified offeror can negotiation begin with the next most qualified offeror until a contract award can be made to the offeror whose price is determined to be fair and reasonable.

3.5 Noncompetitive Proposals. Procurement by noncompetitive proposals (sole- or single-source) may be used only when the award of a contract is inappropriate for the small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following is present:

3.5.1 Adequate competition. The Port Authority determines that competition is adequate after soliciting from several sources and after determining that specifications are not unduly restrictive and changes cannot be made to encourage greater competition. A cost analysis must be performed in lieu of a price analysis when this situation occurs.

3.5.2 Sole Source/Emergency/Approval. The item is available only from a single source, based on a good faith review of available sources; a sufficient emergency exists for the procurement requirement will not permit a delay resulting from competitive solicitation or the Federal awarding agency expressly authorizes non-competitive proposals in response to a written request from the Port Authority.

3.5.3 Procedures. The following procedures apply when less than full and open competition is available:

- (a) Offers will be solicited from as many potential sources as practicable under the circumstances;
- (b) If an offer is solicited from only one source, that decision must be adequately justified in writing, consistent with all applicable state and Federal standards;
- (c) If applicable and the Federal awarding agency requests, the proposed procurement shall be submitted to the Federal agency for pre-procurement decision award review.

(4) CONTRACT PROVISIONS All contracts made by the Port Authority under any Federal award must contain provisions covering the following, set forth in 2 CFR 200 Appendix II, as applicable.

Adopted by the Chelan Douglas Regional Port Authority Board of Directors
on September 10th, 2019.

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of April 5, 2019

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm

or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Need assistance?

**Chelan Douglas Regional Port
Authority**

Memo

To: Board of Directors
From:  Jim Kuntz
Date: April 8, 2021
Re: First Right to Negotiate - Mission Peak Computing

Please find attached a “First Right to Negotiate” with Mission Peak Computing for the former Giga Watt pods.

While it is an interesting proposal, Regional Port Staff is skeptical the Douglas County PUD contingency referenced in the agreement is going to materialize. We believe the electrical load would be subject to the PUD’s new “Power Delivery Rate.” We have reached out to Mission Peak on this issue and have not heard back.

While transforming the Giga Watt pods into small business production spaces does not appear financially feasible, there has been some recent interest in re-branding the area for Latino Trades workshop space. Unsure if there is significant grant money to advance this concept. It is a long shot, but perhaps worth exploring.

The policy question is should we tie up the property with a “First Right to Negotiate” or try to keep options open? One way to proceed is to ask Mission Peak to determine if getting power to the site at a reasonable cost is even feasible. If it is, we can proceed with this agreement. While Mission Peak is determining the power issue, we can also explore at the same time the Latino Trades concept.



FIRST RIGHT TO NEGOTIATE

THIS FIRST RIGHT TO NEGOTIATE ("Agreement") is made and entered into this date by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation (the "CDRPA"), and MISSION PEAK COMPUTING, LLC, a New Mexico limited liability company ("MPC"), sometimes collectively referred to herein as the "Parties" and individually a "Party".

RECITALS

- A. The CDRPA owns real property and improvements thereon legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property").
- B. MPC is interested in potentially leasing the Property and requests a period of time to investigate the Property, including electrical service, and to negotiate the possible lease of the Property.
- C. The CDRPA agrees to grant MPC an exclusive right to negotiate a lease and to allow MPC to perform due diligence on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated into the Agreement by reference, and for other good and valuable consideration, the Parties agree as follows:

1. **Recitals and Exhibits.** The above-referenced recitals and all exhibits attached hereto are incorporated herein by this reference as binding commitments of the Parties.
2. **MPC First Right to Negotiate.** Subject to the terms and conditions herein, the CDRPA grants to MPC the exclusive right for a period of one hundred and twenty (120) days to (a) negotiate with the CDRPA in good faith toward a mutually acceptable lease agreement for all of the Property, (b) enter upon the Property and to conduct whatever due diligence MPC deems necessary, subject to the terms and conditions set forth herein, and (c) enter a binding lease agreement with the CDRPA for all of the Property (the "Right"). The CDRPA agrees not to solicit or negotiate offers from other Parties for the Property so long as this Agreement is in effect. The Right will terminate sooner if the Agreement is terminated as set forth in Section 4, below.
3. **Consideration.** In consideration of the CDRPA granting the Right, MPC agrees to pay the CDRPA Twenty-Five Thousand and No/100 Dollars (\$25,000.00), which payment is non-refundable, except for the possibility of a partial refund as set forth in Section 4. In the event the Parties sign a lease agreement for all of the Property, this payment shall be credited toward the required security deposit set forth in the lease agreement for all of the Property (the amount of the security deposit has not been determined).

4. **Electrical Service; Due Diligence.** MPC is working with the Douglas County Public Utility District No. 2 to evaluate power service to all present and future buildings located on the Property. If MPC is not satisfied with the results of the due diligence it undertakes, including but not limited to securing power service to all present and future buildings on the Property, within ninety (90) days from the effective date of this Agreement, then MPC may terminate this Agreement by providing written notice to the CDRPA within ninety-five (95) days from the effective date of this Agreement (“Termination Notice”). In the event the Termination Notice is timely provided, this Agreement shall terminate and be of no further force or effect and the CDRPA shall return to MPC one-half (1/2) the consideration provided in Section 3, above, or Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00). In the event MPC does not timely provide the Termination Notice as provided in this Section 4, then the entire \$25,000 shall be non-refundable whether or not the Parties are successful in negotiating a lease agreement for all of the Property.

5. **MPC Right of Entry.** Subject to the terms and conditions set forth in this Section, MPC and its contractors, agents, employees, and licensees may enter upon the Property or any part thereof at all reasonable times, without interfering with the use of the Property by the CDRPA, for the purpose of making any and all tests, surveys, and such other studies and investigations of the Property as MPC may desire to make, all at MPC’s sole cost and expense; provided that there be no invasive testing to the buildings or improvements on the Property; provided further that MPC shall have the obligation to restore the Property consistent with its present condition as reasonably determined by the CDRPA. At least 24 hours prior to each entry onto the Property, MPC shall contact Ron Russ (Property and Maintenance Manager for the Chelan Douglas Regional Port Authority), by phone call or email (ronr@cdrpa.org), to seek approval for the access (which approval may be granted, with conditions, during the call or by email). Prior to entering the Property, MPC shall name the CDRPA as an additional insured on a general commercial liability policy with limits of not less than \$2,000,000 per occurrence and provide the CDRPA with a certificate of insurance acceptable to the CDRPA. MPC agrees to indemnify, be responsible for all damages, defend and hold the CDRPA harmless from and against any and all liens, claims, loss or liability arising out of, related to, or associated with any entry onto the Property by MPC, its contractors, agents, employees, licensees, any anyone acting by and through MPC. The CDRPA and its representatives shall cooperate with MPC’s due diligence efforts regarding the Property. In the event this Agreement terminates without MPC leasing the Property, then MPC shall promptly deliver to the CDRPA a copy of all studies, reports, engineering, data, prepared for, or received by MPC with regard to the Property. The obligations described in this Section shall survive termination of this Agreement. Any actions by MPC will not interfere with the use of any adjoining property.

6. **NO ASSIGNMENT; NO LEASE; MINIMUM ESSENTIAL LEASE TERMS.** Unless sooner terminated as provided for herein, this Agreement shall terminate one hundred and twenty (120) days from the date of the last signature set forth below (the “effective date of this Agreement”). MPC may not assign this Agreement, without the advance written approval of the CDRPA, which approval may be withheld and denied in the discretion of the CDRPA. Nothing herein shall be

construed as a lease agreement, a commitment to lease the Property, or a commitment to lease the Property on any particular terms and conditions (except as provided herein, all such terms and conditions are to be negotiated). Provided, CDRPA and MPC agree that in the event MPC determines that the Property is suitable for its purposes, then the terms of the mutually acceptable lease agreement to be formed shall contain the following minimum essential provisions:

- A. Term. The term of the lease shall be forty (40) years.
- B. Extended Term. MPC may request the lease term be extended for up to two (2) additional terms of ten (10) years each (each an "Extended Term") by notifying CDRPA twelve (12) months prior to the end of the term or Extended Term. The rent for an Extended Term shall be determined according to Paragraph 6(C), below. Unless otherwise agreed to by the Parties, the terms of the lease for the extended term shall be the same terms and conditions in the original lease.
- C. Rent.
 - i. Base Rent. MPC shall pay the CDRPA annual rent in monthly Installments. The annual rate shall be twenty-five cents (\$.25) per square foot with an increase of One and a Half percent (1.5%) per year. The periodic rental market rate adjustments, as calculated below, shall constitute the base rent when such adjustments become effective. All rents and other payments to be made pursuant to this Lease shall be paid to the CDRPA at its offices at 455 6th Street NE, Suite 100, East Wenatchee, WA 98802, or such other place as CDRPA may designate.

Rent
Schedule
for Years
1-15

	Month	Annual Lease	Monthly Lease Payment	Monthly Leasehold Tax	Total Due Monthly
Year 1	1	86331.50	Deferred	923.75	923.75
	2		Deferred	923.75	923.75
	3		Deferred	923.75	923.75
	4		Deferred	923.75	923.75
	5		Deferred	923.75	923.75
	6		Deferred	923.75	923.75
	7		14,388.58	923.75	15,312.33
	8		14,388.58	923.75	15,312.33
	9		14,388.58	923.75	15,312.33
	10		14,388.58	923.75	15,312.33
	11		14,388.58	923.75	15,312.33
	12		14,388.58	923.75	15,312.33
Year 2		87,626.47	7,302.21	937.60	8,239.81

Year 3	88,940.87	7,411.74	951.67	8,363.41
Year 4	90,274.98	7,522.92	965.94	8,488.86
Year 5	91,629.11	7,635.76	980.43	8,616.19
Year 6	93,003.54	7,750.30	995.14	8,745.43
Year 7	94,398.60	7,866.55	1,010.06	8,876.61
Year 8	95,814.58	7,984.55	1,025.22	9,009.76
Year 9	97,251.79	8,104.32	1,040.59	9,144.91
Year 10	98,710.57	8,225.88	1,056.20	9,282.08
Year 11	100,191.23	8,349.27	1,072.05	9,421.32
Year 12	101,694.10	8,474.51	1,088.13	9,562.64
Year 13	103,219.51	8,601.63	1,104.45	9,706.07
Year 14	104,767.80	8,730.65	1,121.02	9,851.67
Year 15	106,339.32	8,861.61	1,137.83	9,999.44

At the commencement of Year 16, 21, 26, 31, 36, and the beginning of each Extended Term (each an "Adjustment Year"), Rent shall be adjusted with an increase of One and a Half percent (1.5%) from the rent that was charged in the month prior to the Adjustment Year. If MPC does not exercise any Extension Term at the conclusion of the lease term or the conclusion of any Extension Term, then MPC shall be deemed to have waived all additional extension rights.

D. MPC Improvements.

- a. Construction. The MPC may, from time to time, at its own expense, make improvements upon the Property, whether structural or otherwise, and may install such machinery, equipment and facilities thereon as may be proper and necessary in connection with the use and operation of the Property; provided, however, that all such construction and improvements shall be done in accordance with the provisions of reasonable restrictive covenants which require, among other things, that MPC's plans for such construction and improvements must have the written approval of the CDRPA (which will not unreasonably be withheld) and that all applicable county, state and federal regulations are met and applicable permits are issued. With assistance from CDRPA, an FAA Form 7460-1, Notice of Proposed Construction or Alteration, for all new buildings, structures, improvements or alterations will be submitted to, and comments obtained from, the FAA. All improvements shall be constructed in a good and workmanlike manner. MPC agrees to obtain and maintain, at its expense, public liability insurance and Workman's Compensation Insurance adequate to fully protect MPC and CDRPA against any and all liability for death or injury to persons or damage to the Property by reason of the construction of the Building.
- b. Substation. As part of its business operations, MPC may, upon receiving all authorizations required by law at its own discretion and expense (which it may or may not be able to obtain and CDRPA makes no representation regarding the same), purchase and install a substation on the Property for the purpose of

electrical generation, transmission and/or distribution. Upon the expiration of the term (including additional extended terms of the lease, if exercised), or default of the lease after the commencement of Year 16, the title to substation (if owned by MPC) shall be transferred to the CDRPA. CDRPA shall have no rights or claims to the substation before the expiration of the term (including additional extended terms of the lease, if exercised), or default of the lease prior to the commencement of year 16.

- c. **Permanent Structures.** Improvements constructed on the Property by MPC and personal property belonging to MPC, whether such property consists of facilities, furniture, machinery, equipment, appliances or trade fixtures, shall be and remain the property of MPC regardless of whether each property is affixed to the Property; provided, however, the title to all permanent structures placed on the Property shall revert to CDRPA. The term permanent structures shall include roofed and walled buildings built for permanent use and shall exclude pre-fabricated slab-on-grade buildings that could be removed from the Property by the MPC regardless of their constructional design and size).

In the event of termination of this Agreement (pursuant to the early termination provided in Section 4, or if the Parties fail to sign a lease agreement within one hundred and twenty (120) days of the effective date of this Agreement), MPC releases and waives any and all claims, of any kind or nature, against the CDRPA.

7. **General Terms.** In the event of a dispute regarding this Agreement, venue shall be in the Superior Court for Douglas County, Washington. Washington law shall govern all disputes and interpretations of this Agreement. This Agreement was mutually negotiated and shall not be construed for or against either Party.

8. **Incorporation.** This Agreement represents the entire agreement of the Parties. Unless set forth herein in writing, neither Party shall be bound by any statements or representations made and each agrees that there are no such statements or representations being relied upon in making this Agreement. This Agreement is fully integrated, incorporates all prior discussions and shall be interpreted according to its terms.

9. **Counterpart/Electronic Transmission.** This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterparts (transmitted by e-mail or other electronic means). Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the Parties. The e-mail or electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an original. At the request of either Party, the Parties will confirm facsimile, e-mail or electronically transmitted signatures by signing an original document.

10. **Notices.** Do be effective, any notice provided pursuant to this Agreement shall be delivered electronically as the email addresses indicated below.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

MISSION PEAK COMPUTING, LLC

By: _____
James M. Kuntz, Chief Executive Officer
Email: jim@cdrpa.com

By: _____
David Casem, Managing Member
Email: _____

EXHIBIT "A"
Legal Description

Parcel No. 76600001000

Lot 10, Pangborn Airport Business Park, Binding Site Plan 12-01, recorded under Auditor's File Number 3176418, records of Douglas County, Washington.

TOGETHER WITH Lot 12, Pangborn Airport Business Park, Binding Site Plan 12-01, recorded under Auditor's File Number 3176418, records of Douglas County, Washington.

Parcel No. 76600001100

Lot 11, Pangborn Airport Business Park, Binding Site Plan 12-01, recorded under Auditor's File Number 3176418, records of Douglas County, Washington.

TOGETHER WITH Lot 13, Pangborn Airport Business Park, Binding Site Plan 12-01, recorded under Auditor's File Number 3176418, records of Douglas County, Washington.

**CWICC Carpet Replacement
Bid Tabulation**

Contractor	CDRPA Estimate	The Floor Factory	France and Co.
Bid Item #1	\$26,800.00	\$13,073.10	\$26,824.30
Subtotal	\$26,800.00	\$13,073.10	\$26,824.30
WSST	\$2,224.40	\$1,085.07	\$2,226.42
Total	\$29,024.40	\$14,158.17	\$29,050.72

**Chelan Douglas Regional Port
Authority**

Memo

To: Board of Directors
From: Jim Kuntz
Date: April 8, 2021
Re: Lineage South Proposals

At the last Board meeting it was decided the Regional Port would accept proposals for the Lineage South Properties whenever a private party wanted to submit a proposal. The proposal, however, had to follow our RFP format that all other interested parties have had to follow. The Board also concurred with the Lineage Adaptive Reuse Goals (see attached) as general guidelines to follow to determine if a proposal is meeting objectives for the properties.

Based on this direction, two parties have decided to submit proposals.

- Restoration 1
- Precision Water Jet/Todd Davidson

Please find attached the proposals for your review.

Lineage Adaptive Reuse Goals

New Private Sector Investment

New Job Creation

Property Back on Tax Rolls

Exterior Architectural Enhancements

Proposal for Purchase

Columbia Street

Wenatchee, WA 98801

Columbia Street Property – Building G & I

Submitted March 18th 2021

Prepared for:

Chelan Douglas County Port Authority

One Campbell Parkway, Suite A

East Wenatchee, WA 98801

Submitted by:

Scott Whitaker - Member

FERDA LLC DBA Restoration 1 of Spokane

CENTWA LLC DBA Restoration 1 of Central WA





Development Plan and Proposed Uses

Building G & I will be a single use warehouse and office space used by Restoration 1 of Central WA.

Restoration 1 is a team of property restoration experts and immediate responders who help homeowners after disaster strikes. Our professionals are amongst the most trained and experienced technicians in the industry.

Restoration 1 of Central WA has the ability to grow 4 to 5 times the size it is now. As of now, Restoration 1 of Central WA employs 8 people. Restoration 1 of Central WA is a sister company to Restoration 1 of Spokane.



The Spokane location has grown to 48 employees and 20,000 sq feet of warehouse and office space in the last 3 years. Restoration 1 of Central WA has been encumbered by the warehouse space availability in Central WA. With this space, the company would have the ability to create a new revenue stream with job growth. The “Contents Division” would use this facility to store and clean contents packed out of homes that suffered a disaster. With this facility, we are able to hire and train content specialists that live locally. With new jobs, comes more revenue to the city.

Building G

Building G will serve as the main offices and storage building for approximately 150 storage vaults. As seen in the picture to the left it takes a large building with high ceilings to accomplish the vault storage. The interior of the building will need to have new offices and restrooms built to house the employees we plan to hire over the next two years. We plan on adding 1500 sq ft of office space to the interior of building G. The exterior of the building will be painted gray with black accents on our logo on the front high side of the building.



We will ask permission from the railroad to clean up the gravel on the eastern portion of the dock. The Eastern facing large wall along the tracks will also have our logo painted on it as well.

The loading ramp off Kittitas St. will serve the purpose it was built for. We will have an Insulation blow truck stored on that side of the building. It will also allow for larger

shipments to come into our facility once every week or two.

The rear of Building G, where it adjoins Building I, we plan on fencing in with black fencing to create a large, designated parking lot for our employees. We will utilize a local asphalt company to seal and stripe the lot.

Building I

Building I will be painted to match Building G in gray with black accents. Building I will house the fleet of vehicles and equipment to accomplish the amount of work as we grow. We plan on making the overhead door larger and would match that of the neighbor. The overhead door size at the neighbor business (Precision Water Jet) is exactly what we would install on the north end of the building. We would leave the man door as seen.

As of now, Restoration 1 of Central WA has a fleet of 5 Trucks and 1 dump trailer. With the purchase of this building, we will be able to house another 15 trucks and 3 more trailers at the minimum. The Spokane location is home to a fleet of 35 vehicles. Some of our fleet is taken home each night with employees. The interior of this facility will be fitted with new electrical and lighting as well.

We would utilize all local companies in Wenatchee for the work on this project.

Traffic & Parking

Traffic should not significantly increase and the parking will be built in the rear of the property on Yakima St. The only times we would anticipate a surge in traffic is opening and closing hours. Even then, we are talking about 20- 30 vehicles over the course of a ½ hour. Our business does not have “visitors or shoppers”. Our employees would be the only expected traffic to our facility daily. There will be a delivery of goods once every week or two on the dock side of the building.

Job Creation / Economic Growth

Restoration 1 is looking to hire between 20 and 40 people over the course of the next 3 years. Our pay scales range from \$15.00 per hour to \$50.00 per hour. We offer all employees health benefits after 60 days and a Simple IRA retirement plan with a match from the company. We strive to offer our employees a great long term career path. We also strive to grow from within for managerial positions allowing for employees to grow as well.

Adaptive Reuse

The design and location of this facility fits seamlessly with the needs of Restoration 1. There will be no demolition or major construction renovation projects needed to begin business. There will be slight modifications internally for use, and externally for aesthetics. This will allow for minimum disruptions to the surrounding businesses.

Proposed Purchase Price

\$1,000,000.00

Closing of Transaction

FERDA LLC, once approved for purchase will file with WA Trust Bank to secure financing one of three ways. The three options we have is conventional financing (pre-approved), SBA 504 Program, or SBA 7A Program. We would look to close within 60 days of approval from the board.

Prospective Development Timeline

Once the loan and title work are complete, Restoration 1 of Central WA would occupy the space. We can do all improvements while occupying the space. The improvements would take between 8 months and 1 year depending on contractor's schedules, permitting and approvals.

Key Individuals

Scott and Corinna Whitaker are the principals behind FERDA LLC as well as CENTWA LLC. Scott Whitaker started in the carpet cleaning industry in 1996. Since then, Scott and Corinna have owned and operated three carpet cleaning businesses as well as two disaster restoration companies. Corinna has worked in the back office of all companies while raising 3 young men, who are now 19, 19 and 17. Scott has served on the Spokane Valley Fire Department for last 14 years and is currently a captain looking to retire from the department very soon and continue building businesses.

**Chelan Douglas Regional Port Authority
FAA CARES Act Grant #3-53-0084-043-2020
Allocation of Grant**

Total Grant Funding Available		\$ 18,120,860.00
RFR #1 - February 2020 Operations	182,242.32	
RFR #2 - Runway Extension Bonds		
POCC	1,728,770.24	
PODC	744,059.70	
RFR #3 - March 2020 Operations	242,778.15	
RFR #4 - CERB Infrastructure		
CERB - PABP Phase II	796,749.86	
CERB - South Billingsley - Giga Watt	270,291.41	
CERB - South Billingsley - Salcido	120,953.93	
RFR #5 - Executive Flight Bonds		
North Cascades Bank - 2020A	797,742.40	
North Cascades Bank - 2020B	2,072,911.77	
RFR #6 - April 2020 Operations	352,538.14	
RFR #7 - May 2020 Operations	239,448.52	
RFR #8 - June Operations plus debt payments	658,266.91	
RFR #9 - July 2020 Operations	218,864.36	
RFR #10 - PODC Business Park Bonds		
CWICC 2013 - callable	318,663.67	
PABP Phase II - callable after 12.01.2021	1,152,746.25	
3310 Purchase - callable after 06.01.2026	4,045,187.50	
RFR #11 - August 2020 Operations	366,624.15	
RFR #12 - September Operations + HVAC	535,824.52	
RFR #13 - October Operations	220,764.54	
RFR #14 - November Operations + HVAC	865,177.39	
RFR #15 - December 2020 Operations	242,680.87	
RFR #16 - January 2021 Operations	279,710.92	
RFR #17 - February 2021 Operations	202,754.12	
Total Requested as of 04/02/2021	16,655,751.64	
 Amount still available		 \$ 1,465,108.36

**Chelan Douglas Regional Port Authority
FAA CARES Act Grant #3-53-0084-043-2020
Allocation of Remaining Grant Funds**

Grant Funds Remaining 04/01/2021		\$ 1,465,108.36
Executive Flight - HVAC Phase II	650,000.00	
Executive Flight - Meeting Room	280,000.00	
Executive Flight - Carpet Replacement	75,000.00	
CWICC - HVAC	175,000.00	
CWICC - Carpet Replacement	32,000.00	
Fuel Truck	250,000.00	
Total Project Estimates	<u>1,462,000.00</u>	
Remaining for Operations		<u><u>\$ 3,108.36</u></u>

**Chelan Douglas Regional Port
Authority**

Memo

To: Board of Directors
From:  Jim Kuntz
Date: April 8, 2021
Re: Tenant Lease – IB#3 – Former Port of Chelan County Offices

The Regional Port has received interest from Northwest Integrated Health to locate an outpatient addiction treatment facility in the former Port of Chelan County Offices. Please find enclosed their letter of interest.

The policy question for the Board is should we continue our due diligence on this lead, or simply say no thanks.

While addiction treatment centers are needed, no one wants them in their neighborhood. We are checking with the City of Wenatchee on zoning.

April 7, 2021

Services

Behavioral Health

Addiction Treatment
Mental Health

Physical Health

Primary Care Services
Medication Assisted Treatment
Hepatitis C Treatment
Wound Care Management

Care Coordination

Care Coordination Services
Case management Services
Connect the Dots[®] Program

Locations

3800 3rd St. SE
Puyallup, WA 98374

9720 S Tacoma Way
Lakewood WA 98499

5929 Westgate Blvd Ste A
Tacoma WA 98406

3727 S Tacoma Way
Tacoma, WA 98409

Northwest Integrated Health (NWIH) is a health care company that focuses on addiction treatment. Since opioid addiction is a chronic disease similar to type 2 diabetes, the best way to manage it is by life style modifications, behavioral therapy and support from the family. Medications alone may help stabilize and reduce the harm to the patient, but they cannot cure a chronic disease. At Northwest Integrated Health we offer a true patient-centered, comprehensive, integrated treatment model.

NWIH treats patients from the local community who already reside in Wenatchee and the surrounding areas that have addiction issues. Our goal is to help them become a more productive member of society rather than remain a burden on it. NWIH offers medical, addiction, and Hepatitis C treatment, behavioral health, psychiatric health, group and individual counseling, along with assistance applying for employment, housing or other state or local assistance. While most organizations only perform one or two of those functions, NWIH offers them all.

NWIH will hire between 15 and 25 employees from the community consisting of Physician Assistants, Registered Nurses (RN), Licensed Practical Nurses (LPN), Certified Medical Assistants along with a Clinic Manager and other support staff.

NWIH requires that all patients follow the program requirements to obtain the care that we provide. They are not allowed to linger or loiter around the facility after treatments. We provide security during our working hours and find that we rarely have any problems at any of our locations. We maintain open communications with the local Police and Fire Departments since many of our patients are referred by these organizations. We also make sure that our neighboring business have contact numbers where they can report any concerns to us at anytime. We like to stay active with the community by attending community meetings keeping people informed of what we do and address any issues they may have.

I would like to ask for your consideration in offering us the building property at 238 Olds Station Rd, IB#3 to lease that we may meet this much needed service in your community.

Respectfully,



David Michaelsen
Director of Administration
Northwest Integrated Health
(509) 655-3440

Jim Kuntz

From: Craig Larsen
Sent: Wednesday, April 7, 2021 4:26 PM
To: Jim Kuntz; Ron Cridlebaugh
Cc: Tricia Degnan
Subject: FW: IB#3 Office Lease Prospect: NW Integrated Health company profile letter
Attachments: NW IH_Letter to Wenatchee Port Commision.pdf

IB#3 Prospect Letter of Interest.

They would lease all 5960 SF and make minimal improvements. Would want employee parking behind CTC and confirm their employees could use the restroom at the rear of the building so just patients would use the restrooms near the entrance.

I let Chaun know that if Commission is interested in this use there, we would seek additional detail from them.

Their process to get into the space will likely take 9 months to a year or more.

I believe the goal for next Tuesday is to find out if the Commission is interested in pursuing a lease for this use.

Craig Larsen

Business Development Manager

One Campbell Parkway, Suite A, East Wenatchee, WA 98802

☎ 509.884.4700 | www.cdrpa.org



From: chaun <chaun@ncw-commercial.com>
Sent: Wednesday, April 7, 2021 4:01 PM
To: Craig Larsen <Craig@cdrpa.org>
Subject: IB#3 Office Lease Prospect: NW Integrated Health company profile letter

Craig – this just in from my client, with thanks

Chaun Birks - VP Operations & Leasing

Center Investments, Inc.

636 Valley Mall Parkway #204

East Wenatchee, WA. 98802

O - (509) 884-6381

F - (877) 456-3406

chaun@ncw-commercial.com

<http://www.ncw-commercial.com/>

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From: Ron Russ

cc: Jim Kuntz

Date: April 7, 2021

Re: Cashmere Mill District Wetland Management

On March 29th, I met with Adam Neff (RH2), Ken Muir (Cascadia Conservation District) and Kodi Jo Jaspers (Trout Unlimited) to discuss possible short-term and long-term solutions to the intermittent flooding from the beaver ponds in Brender Creek.

Prior to the most recent flood events, Ken Muir had contacted the CDRPA to gauge our interest in a collaborative restoration project with Cascadia Conservation District (CCD) and one of the adjacent landowners. The adjacent landowner has interest in trying to restore the portion of the stream that sits on their property and contacted the CCD for assistance.

I have concluded that some actions need to be taken in the short-term to mitigate the potential for continued flooding during high stream flows, including the installation of a new leveler or deceiver in the newest beaver dam and reconstructing and reinforcing some of the existing deceivers to prevent the beavers from obstructing the pipes.

In support of this effort, RH2 has prepared a Task Authorization to provide consultation and design services for a small public works project. The Task Authorization includes the preparation of design drawings and cost estimate, technical support for the preparation of a

Hydraulic Project Authorization, services during construction and consultation with Cascadia Conservation District. Services will be provided on a time and expense basis with fees not to exceed \$7,209.

Concurrently, Ken Muir has offered to prepare an application for a grant from the Chelan County PUD's Habitat Conservation Plan Tributary Funds. As I understand it, Cascadia Conservation District would be the grant recipient, but they could then transfer funding to the CDRPA to fund the installation and repair of deceivers. Ken has also expressed an interest in including a request for funding to conduct a topographical site survey and hydraulic modeling to gather data for a long term restoration plan.

Kodi Jo Jaspers has agreed to assist with beaver trapping and relocation. Trout Unlimited has been trapping and relocating beavers in North Central Washington for several years as a means to mitigate property damage and enhance fish spawning habitat in upper watersheds. Any beavers removed from our property would be transported to the Leavenworth Fish Hatchery temporarily and then released in one of the upper tributaries of the Wenatchee River system.

As we have previously discussed, these short-term efforts are primarily treating symptoms. Beaver deceivers will need to be maintained on an annual basis and relocating beavers will only reduce the population temporarily.

A large scale restoration effort, which may include removal of reed canary grass, dredging of the existing pond and/or the installation of an overflow channel or berm, would likely reduce the frequency of ongoing maintenance, but may not completely eliminate the need.

Task Authorization No. 12
Chelan Douglas Regional Port Authority
General Engineering Services
Cashmere Mill Site Beaver Mitigation

April 2021
RH2 Project No. RPA 20.0026

In accordance with our Professional Services Agreement for the General Engineering Services, dated February 19, 2020, this Task Authorization outlines the Scope of Work for Cashmere Mill Site Beaver Mitigation. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

Scope of Work

Cascadia Conservation District (Cascadia) has approached the Chelan Douglas Regional Port Authority (RPA) about teaming on a project at the Cashmere mill site to alleviate some of the wetland impairments and beaver issues that have led to numerous flooding events since 2014.

There are two goals for the project, apply for a short term Hydraulic Project Approval (HPA) to address the newest large beaver dam on the site by installing a new pond leveler, and to address design/construction deficiencies in the upper most leveler and lower most levelers. To rectify these deficiencies the existing inlet and outlet wire cages will be modified to include tops and bottoms to impede beaver access into the pipes. The proposed pond leveler will be a modification of the existing designs implemented on the site. All specifications will be included in the plans. A construction cost estimate will be prepared in conjunction with the design drawings. Cascadia is working to obtain funding for this portion of the project.

The project is anticipated to be bid off of the RPA small works roster. RPA will handle all bidding and contracting for the actual construction of the proposed improvements. RH2 will assist with bidder questions and attend preconstruction meeting. Then will provide 8 hrs of services during construction to ensure project installation meeting design drawings and specification.

The broader goal of wetland restoration is also being pursued at the same time. Cascadia will take the lead on this effort though it is assumed that additional assistance will be needed for coordination, meetings, and facilitation of additional construction efforts. RH2 will plan on 4 hrs of coordination

Assumptions:

- *Construction documents for the new pond leveler and existing pond leveler modifications will be two sheets max.*
- *The short-term pond leveler project will move forward independent of Cascadia's funding successes or failures.*
- *HPA is the only required permit.*
- *4 hours of coordination meetings, either in-person or web-based.*
- *No survey will be required to draft the construction drawings.*

- Any hydraulic modeling or topographic surveys associated with long-term wetland restoration will be contracted directly by RPA, Cascadia, or by RH2 under a follow-up Task Authorization.

Provided by RPA:

- RPA staff will apply for HPA from WDFW with minimal assistance from RH2. RPA will directly pay all permit fee.

RH2 Deliverables:

- Construction Cost Estimate
- Construction Drawings (electronic PDF) and three half-sized hard copies (11x17 inches).

Project Schedule

Construction plans will be provided by within 3 weeks of execution of this contract. No schedule is provided for project coordination.

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$7,209.00 as shown on attached **Exhibit A, Fee Estimate** without prior written authorization of Chelan Douglas Regional Port Authority.

RH2 Engineering, Inc.

Chelan Douglas Regional Port Authority

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date



Working Washington Round 4

Total Grant Funding Available Statewide	\$	240,000,000
Chelan County % of State Population		1.0405%
Targeted Funding for Chelan County Businesses	\$	2,497,113
Current Applications submitted 167 @ 25K each	\$	4,175,000
Douglas County % of State Population		0.5714%
Targeted Funding for Douglas County Businesses	\$	1,371,438
Current Applications submitted 31 @ 25K each	\$	775,000

Notes

State Population as of 4/1/20 - Office of Financial Management: 7,656,200

Chelan Co. Population as of 4/1/20 - Office of Financial Management 79,660

Douglas Co. Population as of 4/1/20 - Office of Financial Management 43,750

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - General

Reporting Period - March 2021

4/13/2021

New Leases					
Lease Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
3/1/2021	RS Farm Repair	Pangborn Airport - 3355 SE 2nd St	.62 Acres w/3,600 SqFt Bldg	3/1/2021 - 2/28/2022; Option to renew 2/1-yr terms	\$2,051.71
3/15/2021	Chelan Douglas Community Action Council	Lineage Bldgs G & I	19,560 SqFt	4/1/2021 Month to Month; Replaces Lease Entered in November 2020	\$8,800.00

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
None to Report this Period					

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
Eagle Rock Café	Airport Terminal Café	2,175 SqFt	3/31/2021	\$350.00	

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - Aviation Related

Reporting Period - March 2021

4/13/2021

New Leases					
Lease Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
3/8/2021	UW - Airlift Northwest	EF Bldg-Add'l Tool Storage Area	From 420 SqFt to 675 SqFt	2/1/2021 - 6/30/2022	\$255.00
3/12/2021	Rich McDonald	PMA T-Hangar C-12	T-Hangar	4/1/2021; Month to Month	\$210.00
3/26/2021	Amy L Hoover	EF Bldg -Hangar	Hangar + Aircraft Service Agreement	4/1/2021; Month to Month	\$350.00
3/31/2021	Jason Loewen	EF Bldg -Hangar	Hangar + Aircraft Service Agreement	4/1/2021; Month to Month	\$350.00

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
None to Report this Period					

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
Tammy Donaghue	PMA T-Hangar C-12	T-Hangar	3/31/2021	\$210.00	
Doug Miller	PMA Tie Down	Tie Down	3/31/2021	\$62.00	

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - CTC

Reporting Period - March 2021

4/13/2021

New Leases					
Lease Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
None to Report this Period					

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
None to Report this Period					

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
None to Report this Period					

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

**Chelan Douglas Regional Port Authority
Health Insurance Analysis - 2020**

	Final Budget			Supplemental Budget			Actuals		
	<u>Premiums</u>	<u>HRA</u>	<u>Total</u>	<u>Premiums</u>	<u>HRA</u>	<u>Total</u>	<u>Premiums</u>	<u>HRA</u>	<u>Total</u>
Administrative & General	\$ 108,385	\$ 9,000	\$ 117,385	\$ 126,845	\$ 9,600	\$ 136,445	\$ 132,574	\$ 10,313	\$ 142,887
Olds Station Business Park	13,010	1,200	14,210	12,985	1,200	14,185	12,823	-	12,823
Confluence Technology Center	13,455	1,200	14,655	19,160	1,800	20,960	19,263	-	19,263
Pangborn Memorial Airport	143,135	11,400	154,535	138,970	10,200	149,170	126,912	1,285	128,197
Board of Directors	83,165	7,200	90,365	71,605	6,600	78,205	70,593	8,097	78,690
TOTALS			<u>\$ 391,150</u>			<u>\$ 398,965</u>			<u>\$ 381,860</u>
Health Reimbursement Utilization		20.00%			19.60%			13.13%	

**Chelan Douglas Regional Port Authority
Calendar of Events**

4/9/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
April 13	Tuesday	CDRPA Board Meeting; 9:00 AM		
April 14	Wednesday	NCWEDD Meeting		
April 22	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
April 22	Tuesday	Wenatchee Downtown Assoc. Annual Dinner; 5:30pm; Convention Center		
April 21	Wednesday	GWATA Board Meeting; 3:00 PM		
April 27	Tuesday	CDRPA Board Meeting; 9:00 AM		
April 28	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
May 11	Tuesday	CDRPA Board Meeting; 9:00 AM		
May 12	Wednesday	NCWEDD Meeting		
May 13	Thursday	CDTC Board Meeting 9:00 AM		
May 18	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
May 19	Wednesday	GWATA Board Meeting; 3:00 PM		
May 19-21	Wed-Friday	WPPA Spring Meeting; Virtual		
May 20	Thursday	GWATA Flywheel; 11:30am - 4pm; details TBD/Hybrid		
May 25	Tuesday	CDRPA Board Meeting; 9:00 AM		
May 26	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
May 31	Monday	Memorial Day/Office Closed		
June 8	Tuesday	CDRPA Board Meeting; 9:00 AM		
June 9	Wednesday	NCWEDD Meeting		
June 10	Thursday	CDTC Board Meeting 9:00 AM		
June 15	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
June 16	Wednesday	GWATA Board Meeting; 3:00 PM		
June 16-18	Wed-Friday	WPPA Finance Seminar; Alderbrook (tentative)		
June 22	Tuesday	CDRPA Board Meeting; 9:00 AM		
June 23	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
July 5	Monday	4th of July Holiday Observed/Office Closed		
July 7-9	Wed-Friday	WPPA Director's Seminar; dates and location not firm.		
July 8	Thursday	CDTC Board Meeting 9:00 AM		
July 13	Tuesday	CDRPA Board Meeting; 9:00 AM		
July 14	Wednesday	NCWEDD Meeting		

**Chelan Douglas Regional Port Authority
Calendar of Events**

4/9/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
July 19-21	Mon-Wednesday	WPPA Commissioner's Seminar; Marcus Whitman Walla Walla; tentative		
July 20	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
July 21	Wednesday	GWATA Board Meeting; 3:00 PM		
July 27	Tuesday	CDRPA Board Meeting; 9:00 AM		
July 28	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
August 10	Tuesday	CDRPA Board Meeting; 9:00 AM		
August 11	Wednesday	NCWEDD Meeting		
August 12	Thursday	CDTC Board Meeting 9:00 AM		
August 17	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
August 18	Wednesday	GWATA Board Meeting; 3:00 PM		
August 24	Tuesday	CDRPA Board Meeting; 9:00 AM		
August 25	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
September 6	Monday	Labor Day/Office Closed		
September 8	Wednesday	NCWEDD Meeting		
September 9	Thursday	CDTC Board Meeting 9:00 AM		
September 14	Tuesday	CDRPA Board Meeting; 9:00 AM		
September 15	Wednesday	GWATA Board Meeting; 3:00 PM		
September 21	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
September 22-24	Wed-Friday	WPPA Environmental Seminar; Alderbrook;not yet booked		
September 28	Tuesday	CDRPA Board Meeting; 9:00 AM		
September 29	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
October 12	Tuesday	CDRPA Board Meeting; 9:00 AM		
October 13	Wednesday	NCWEDD Meeting		
October 14	Thursday	CDTC Board Meeting 9:00 AM		
October 19	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
October 20	Wednesday	GWATA Board Meeting; 3:00 PM		
October 20-22	Wed-Friday	WPPA Small Ports;Enzian; not yet booked and dates not firm		
October 26	Tuesday	CDRPA Board Meeting; 9:00 AM		

**Chelan Douglas Regional Port Authority
Calendar of Events**

4/9/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
October 27	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
November 9	Tuesday	CDRPA Board Meeting; 9:00 AM		
November 10	Wednesday	NCWEDD Meeting		
November 16	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
November 17	Wednesday	GWATA Board Meeting; 3:00 PM		
November 18	Thursday	CDTC Board Meeting 9:00 AM		
November 23	Tuesday	CDRPA Board Meeting; 9:00 AM		
November 24	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
November 25	Thursday	Thanksgiving/Office Closed		
November 26	Friday	Day After Thanksgiving/Office Closed		
December 1-3	Wed-Friday	WPPA Annual Meeting; Hyatt Regency Hotel Bellevue;tentative		
December 8	Wednesday	NCWEDD Meeting		
December 9	Thursday	CDTC Board Meeting 9:00 AM		
December 14	Tuesday	CDRPA Board Meeting; 9:00 AM		
December 15	Wednesday	GWATA Board Meeting; 3:00 PM		
December 21	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
December 23	Thursday	Christmas Holiday Observed Office Closed		
December 24	Friday	Christmas Holiday Observed Office Closed		
December 28	Tuesday	CDRPA Board Meeting; 9:00 AM		
December 29	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
December 31	Friday	New Years Day Observed/Office Closed		