



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, January 10, 2023

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. Call to Order – 5:00 p.m.
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)
2. Consent Agenda
 - a. Minutes from the December 6, 2022 Regular Session (*Patty Rosas, Page 3*)
 - b. Approve Amendment No. 2 to Contract with HNTB for Project Management Services Related to the Bridge Replacement Project (*Kevin Greenwood, Page 5*)
 - c. Approve Moorage Use Agreement with Lindblad Expeditions, LLC at the Marina (*Daryl Stafford, Page 67*)
 - d. Approve Lease with Hood River Yacht Club in the Marina (*Daryl Stafford, Page 75*)
 - e. Approve Resolution 2022-23-4 Approving Changes to VToll Billing Cycle Timeline (*Genevieve Scholl, Page 83*)
 - f. Approve Resolution 2022-23-5 Amending the Donation and Fee Waiver Policy (*Daryl Stafford, Page 87*)
 - g. Approve Accounts Payable to Jaques Sharp in the Amount of \$33,055 and to Campbell Phillips in the Amount of \$6,632.50 (*Genevieve Scholl, Page 101*)
3. Informational Reports (None)
4. Presentations & Discussion Items
 - a. Bridge Insurance Policy Renewal Presentation, Scott Reynier, Columbia River Insurance (*Kevin Greenwood, Page 111*)
 1. *Possible Action: Approve CHUBB Bridge Insurance Policy for 2023 as presented in an amount not to exceed \$379,729.00*
 - b. Historic Highway Trail Update Presentation, Terra Lingley (ODOT) (*Kevin Greenwood, Page 133*)
 - c. Marina Guest Dock & Ramp Project Update (*John Mann, Page 135*)
 - d. Bridge Replacement Project Update (*Michael Shannon, Page 137*)
5. Executive Director Report (*Kevin Greenwood, Page 143*)
6. Commissioner, Committee Reports
7. Action Items
 - a. Authorize Staff to Request Formation of Single-Property Urban Renewal District for Lot 1 Development (*Kevin Greenwood, Page 151*)
 - b. Approve Project Delivery Approach for the Bridge Replacement Project (*Michael Shannon, Page 163*)

8. Commission Call

9. Confirmation of Commission Directives to Staff

10. Executive Session under ORS 192.660 (2)(e) to conduct deliberations with persons designated to negotiate real property transactions, ORS 192.660 (2)(f) to consider information or records that are exempt by law from public inspection and ORS 192.660 (2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

11. Possible Action

12. Adjourn

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

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

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

Regular Session

PRESENT: Commissioners: Ben Sheppard, Hoby Streich, and Heather Gehring. Legal Counsel: Kristen Campbell, and Joanna Antley. From Staff: Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Daryl Stafford (via Zoom), John Mann (via Zoom), and Patty Rosas. Guests: None

ABSENT: Mike Fox, Kristi Chapman, Greg Hagbery

MEDIA: None

1. **CALL TO ORDER:** President Ben Sheppard called the meeting to order at 5:00 p.m.
 - a. **Modifications or additions to the agenda:**
 - 1) Add Resolution for Authorized Check Signatories to Consent Agenda Item 2(d).
 - 2) Add Mike Fox's notes on various topics.
 - b. **Introduction of Kristen Campbell, Campbell Phillips Law:** Commissioner Sheppard introduced Kristen Campbell as the new Port's General Counsel.
 - c. **Introduction of Debbie Smith-Wagar:** Kevin Greenwood, Executive Director, introduced Debbie Smith-Wagar as the new Port Finance Director.
 - d. **Public Comment:** Written Public Comment was provided to the Commission.
2. **CONSENT AGENDA:**
 - a. Approve Minutes from November 15, 2022 Regular Session and Special Work Session
 - b. Approve Addendum No. 3 to Lease with Real Carbon in the Big 7 Building
 - c. Approve Amendment to T-Hangar A-11 Lease Agreement with Will Fernyhough at the Airport
 - d. Approve Resolution No. 2022-23-3 to Authorize Bank Account Signatories

Motion: Approve consent agenda

Move: Hoby Streich

Second: Heather Gehring

Discussion: None

Vote: Unanimous

MOTION CARRIED

3. **INFORMATIONAL REPORTS:** None

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **Work Session Summary and Work Plan Discussion** – Greenwood summarized the ideas and concepts discussed at the Commission Work Session on November 15. Staff met with city officials to discuss these ideas and received guidance on how to move forward. Greenwood noted that staff has identified six projects that can begin immediately. Commissioner Hoby Streich recommended changing the terminology on Waterfront Development, Phase 2, from "Boat House" to "Small Watercraft Dry Storage." Commissioner Sheppard requested that the South T-Hangar be included with the North Apron Request for Development Interest (RFDI). Greenwood noted that he would add a cost analysis of a land lease versus the Port building the infrastructure at the airport. Greenwood also noted that several projects are already in process and the feedback received today will be incorporated into the Work Plan.

5. **EXECUTIVE DIRECTOR REPORT:** Greenwood reported that there is a Work Session scheduled for December 13 at 3:00 p.m. to review the Commission Formation Agreement (CFA). The Commission requested to have one Commission meeting on January 10, unless a second meeting is necessary for that month.

Greenwood noted that Tara Lingley is the Program Manager for the Historic US-30 Bike Trail project and is available to come and speak to the Commission. Commissioner Streich believes that this will be significant to the Port in the future to help reduce the carbon footprint.

6. **COMMISSIONER, COMMITTEE REPORTS:** None

7. **ACTION ITEMS:** None

8. **COMMISSION CALL:**

- a. Commissioner Streich noted that semi-truck parking at Maritime should be addressed and believes this could be a safety concern if the lot is developed.

9. **CONFIRMATION OF DIRECTIVES:**

- a. Staff to incorporate Commission feedback to Work Plan.
b. Staff to schedule presentation from ODOT regarding the Highway 30 Trail project.

10. **EXECUTIVE SESSION:** President Ben Sheppard recessed Regular Session at 5:29 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) to conduct deliberations with persons designated to negotiate real property transactions.

11. **ADJOURN:**

Motion: Adjourn the meeting

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 5:45 p.m.

SIGNED:

Ben Sheppard, President

ATTESTED:

Mike Fox, Secretary

Commission Memo



Prepared by: Kevin Greenwood
Date: January 10, 2023
Re: HNTB Amendment No. 2

The Bi-State Working Group has been working with HNTB on additional budget capacity based upon project needs identified over the last few months. There were three areas within the project scope and budget that are being requested to increase.

One, the successful October legislative tour absorbed most of the communications budget and there was interest in providing capacity for additional events and ongoing marketing materials including social media and stand-alone website development.

Two, though the environmental clearances are nearly complete, additional resources are needed to ramp up engagement with the four treaty tribes to not only obtain the Treaty agreements, but also to develop opportunities for training and workforce development. In addition, consulting with National Marine Fisheries (NMFS) will require additional engineering design and effort related to the Endangered Species Act (ESA).

Finally, there has been feedback from US Dept. of Transportation (USDOT) that the project should engage the TIFIA financing program. This will include hiring with a Municipal Financial Advisor, developing extensive reports and planning documents necessary to submit a professional application. There is also a need to apply for additional grants.

The Port hired Arup to serve as a peer review of the proposal. Arup also served in the same role during the original contract and amendment #1 negotiations. Commissioner Fox and staff met with Arup and HNTB to clarify work and effort. Arup's memo to the Port is attached. These documents were shared with the BSWG and they are recommending approval of HNTB Amendment No. 2.

This amendment is eligible for reimbursement from the Oregon ARPA, Washington SB5165, and BUILD 2020 funding.

RECOMMENDATION: Approve Amendment No. 2 with HNTB for consulting services related to bridge replacement.

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By email

January 4, 2022

Kevin Greenwood, Executive Director
Port of Hood River
1000 E Port Marina Drive
Hood River, OR 97031
kgreenwood@portofhoodriver.com

Our ref 287474-00
Our ref 287474-00

Dear Mr. Greenwood,

Hood River Bridge - Owner's Engineer Break of Cost – RBMC Amendment 2

The Port of Hood River (“Port”) contracted with Arup US, Inc. (“Arup”) to provide services for use in the technical evaluation of the procurement of the Project Manager and Owner’s Representation service (“PM/OR”) for the replacement of the Hood River-White Salmon Bridge (“Project”). HNTB was previously selected to act as the Replacement Bridge Management Consultant (“RBMC”) for the project.

Under this agreement, Arup reviewed the cost and hours build-up for Amendment 2 to the RBMC Contract. The Port provided the following documents for review by Arup which served as the basis of understanding of the new scope of work:

- Detailed Work Plan prepared by HNTB for the RBMC role, with redline markups identifying the additional work added by Amendment 2.
- Hours and cost proposal from HNTB, including hours proposed for each key role and task and other direct costs.

HNTB’s cost estimate for this scope of work was peer reviewed and the findings were reported by Arup to the Port in a meeting on November 11, 2022. A comment log was issued to HNTB through the Port and the comments responses and reconciliation are presented in Exhibit A. In the meeting between Arup and the Port, the following was discussed: hours and scope expectations by task, average staff salaries, overhead rates, and direct costs. Comment responses from HNTB and updated Amendment 2 documents were received on December 6 and 19, 2022 contributing to the closure of Arup’s comments.

We write to report that the level of effort proposed by the RBMC consultant is generally consistent with the expectations for the required scope of work. We note that our reconciliation is based on expectations and clarifications from our meetings with the Port which are in addition to the written Detailed Work Plan prepared by HNTB.

Our ref

28747400

Date

January 4, 2023

The following exhibits have been enclosed in this letter in support of the findings:

- Exhibit A – Comment Responses and Reconciliation – RBMC Amendment 2
- Exhibit B – RBMC Contract Summary

We appreciate the opportunity to support the Port in the advancement of this project.

Yours sincerely



Matt Carter

Principal | Arup Fellow

p +1-917-565-7297

e matt.carter@arup.com

Enc Comment Responses and Reconciliation – RBMC Amendment 2 | Additional Redlined Scope

cc Mike Fox, Port of Hood River
Jennifer Sudario, Arup
Kirk Ellison, Arup
Eric Brunning, Arup

Exhibit A - Comment Responses and Reconciliation – RBMC Amendment 2 | Additional Redlined Scope

Review of RMBC Amendment 2 – Comment Tracking

No.	Original Comment	HNTB Response	Changes / Updates made to HNTB Documents	Disposition
1	<p><u>Tasks 6.1.1 / 6.1.3 PICP and Project Website</u></p> <p>Amendment 2 adds 110 hours for these redlines. The original budget for this entire task was 178 hours. The level of effort added in this amendment is too high for the added scope, in comparison with the original budget.</p>	<p>Amendment 2 included 30 for additional work on PI Plan and 80 for additional work on website.</p> <p>Higher level of design, production and content with addition of redesigning/updating website for new Bistate Bridge Commission.</p> <p>Develop strategy and planning for social media, illustrations, graphics and photography</p> <p>Redesign website to reflect new Bistate Bridge Commission including content, graphics and layout</p>	<p>No change to cost proposal.</p> <p>Changes to scope document:</p> <ul style="list-style-type: none"> • Added social media planning • Added website redesign to reflect bi-state bridge commission • Updated number of meetings from 2 to 4 	<p>Closed</p> <p>Revisions addressed comment.</p>
2	<p><u>Task 6.2 Strategic Communication Support</u></p> <p>Some of the PDFs provided by HNTB allocate 517 hours at \$68,008 to Subtask 6.2. However, there is no added scope for this subtask. Please confirm if these hours/costs were intended to be allocated to Subtask 6.3.</p>	<p>Formula was incorrect in spreadsheet, should have been in 6.3 Updated Exhibit B provided.</p>	<p>Revised Exhibit B with hours allocated to Task 6.3 instead of 6.2.</p>	<p>Closed</p> <p>Revisions addressed comment.</p>
3	<p><u>Task 6.5 Communications Meetings</u></p> <p>Amendment 2 adds 84 hours for Subtask 6.5. The redlines do not add scope but only clarify attendance at certain meetings. There were additional hours added to this Subtask in Amendment 1. Please clarify.</p>	<p>Budget increase should have been 55 hours. Added activity for BSWG meetings and preparation meetings</p> <p>This Amendment increases meeting hours to attend additional project meetings with HNTB, other subcontractor and the Bi-State Working Group/Bridge Commission, including monthly Task Lead meetings and weekly Communication Meeting.</p> <ul style="list-style-type: none"> •Consultant will provide up to two (2) staff at each Task Lead meeting to coordinate with project team and provide updates on communications and public engagement. •Attend CONSULTANT task lead meetings, assume 2-3 one-hour meetings monthly •Attend BSWG meetings as needed and BSWG preparation meetings prior to special events 	<p>Reduced budget from 84 to 55 hours.</p> <p>Changes to scope document:</p> <ul style="list-style-type: none"> • Reduced one-hour Project Management Team meetings from 2-3 per month to 1 per month • Added one-hour task lead meetings, 2-3 per month • Added BSWG meetings and preparation as needed 	<p>Closed</p> <p>Revisions to add scope reflect hours added to budget.</p>
4	<p><u>Task 7.4 Traffic and Revenue Advisory Services</u></p> <p>There is a substantial number of hours and costs added for this item. Please expand on this scope to include more detail on what will be provided in order to achieve the Port's goals for this deliverable. Please also add expected dates for issuing this deliverable.</p>	<p>A significant portion of the hours added to Task 7.4 are a result of dramatic increases in expectation for participation on WSTC T&R Study compared to the original contract, which allocated a total of 8-hours to this subtask.</p> <p>The original contract did not contemplate significant T&R analysis nor development of a toll revenue plan for the POHR. In response to subsequent POHR/BSWG requests, HNTB will work with BSWG to identify revenues necessary to meet the financing requirements and then set goals and establish parameters for pre and post completion toll revenues. From this we will develop various scenarios for near term toll rates for BSWG and Board consideration. We will build a model that will enable us to test various scenarios in a workshop setting to allow board members to understand how various toll rate decisions will impact financing capacity and overall project</p>	<p>Increased hours from 1090 to 1106.</p> <p>Reduced costs from \$327,223 to \$297,932.</p>	<p>Closed</p> <p>Port confirmed that scope meets expectations.</p>

Review of RMBC Amendment 2 – Comment Tracking

No.	Original Comment	HNTB Response	Changes / Updates made to HNTB Documents	Disposition
		<p>funding. This work will be done in close coordination with WSTC's T&R team, who will be focused on a more long-term (40-75 years) traffic and revenue forecasting. this effort will include public and stakeholder engagement to gauge public support for increased tolls and to identify the limits of that support. All of this will roll-up into a 5-7 year toll rate plan that will allow the POHR to potentially begin building reserves immediately and allow a more gradual increase in bridge tolls to reach the necessary toll rates required for financing by the time financing is needed.</p> <p>Budget for this task includes 472 hours for detailed model development and demonstration in live sessions with board members and stakeholders. Budget also includes support for implementation of the toll revenue plan (toll increase) should the Board decide to implement a toll increase program.</p>		
5	<p><u>Task 7.5 FFT Meetings</u></p> <p>There are 104 hours at \$31,610 added for 9 additional meetings. The original contract provides 70 hours for 16 meetings. Please clarify the discrepancy in level of effort.</p>	<p>Original contract did not contemplate FFT specialty personnel attendance at BSWG Meetings (now increased to 2X per month). Additionally, the duration of meetings has and is expected to continue to exceed estimates in original contract. Example was 2 legislative days, both of which were full day sessions with another 8 hours dedicated to material development and meeting prep. Original Contract budgeted only 12 hours for one consultant to meet with stakeholders and key legislators. The LOE for tasks 7.5.1 - 7.5.4 have increased well beyond the estimate in the original contract and are expected to continue to expand.</p>	<p>No changes to scope or cost proposal.</p>	<p>Closed</p> <p>Port confirmed that level of effort meets expectations.</p>
6	<p><u>Tasks 9.1.1 / 9.1.2 NEPA Coordination Meetings</u></p> <p>It is unclear why 40 additional hours are added based on these markups, as the total amount of meeting time is unchanged. Please clarify.</p>	<p>Should have been 18 meetings and hours adjusted to reflect virtual meetings.</p> <p>original 6 meeting at 4 hours = 24</p> <p>Amend 18 meetings at 2 hours = 36</p>	<p>Updated scope to increase number of meetings from 12 to 18.</p>	<p>Closed</p> <p>Revisions addressed comment.</p>
7	<p><u>Task 9.5.1 Tribal Coordination Plan</u></p> <p>Please elaborate the scope to clarify what is added. There are 204 hours and \$37,088 added for this subtask, but development of this Plan was already in the RBMC's scope. Please clarify.</p>	<p>Additional budget refers to Tribal Coordination Support, not the Tribal Coordination Plan.</p> <p>Additional Tribal coordination hours are required in association with the change in scope to develop the Treaty Tribe MOAs versus previously estimated review of the draft MOAs.</p> <p>Hours include additional project management, coordination with consultant and agency personnel, meetings, and development and maintenance of a coordination tracking log for each Tribe to document communication and resolution of issues that come up during the negotiation process.</p>	<p>No changes to scope or cost proposal.</p>	<p>HNTB Clarification: This task was expanded to include more than just the development of the plan but to also include additional General Tribal Coordination support.</p> <p>Closed</p>

Review of RMBC Amendment 2 – Comment Tracking

No.	Original Comment	HNTB Response	Changes / Updates made to HNTB Documents	Disposition
8	<p><u>Task 9.5.2 Cultural Training</u></p> <p>There are 110 hours and \$19,103 added but no changes to the scope for Subtask 9.5.2. What is proposed to be done differently than originally planned and budgeted?</p>	<p>Additional training sessions not covered in the original budget have been requested. The added budget is required to not only perform the training, but also to tailor the training to the communication and negotiation process that will be required for each Treaty Tribe.</p> <p>Added bullet for training related to Treaty Tribe MOA's</p>	<p>No changes to cost proposal.</p> <p>Added bullet point to scope for training specific to four treaty tribes in preparation of MOAs.</p>	<p>Closed</p> <p>Port confirmed that level of effort meets expectations.</p>
9	<p><u>Task 9.5.5 Archeological Monitoring / Report</u></p> <p>There are 110 hours at \$18,844 added but no changes to the scope for this activity. Archeological Monitoring during geotechnical exploration was added in Amendment 1. Why are additional hours/costs added?</p>	<p>Scope was added in Amendment 1, but hours were inadvertently left off the summary during an update of the file.</p>	<p>No changes to scope or cost proposal.</p>	<p>Closed</p> <p>Response addressed comment.</p>
10	<p><u>Task 9.5.7 Preliminary Engineering Coordination</u></p> <p>There are 232 hours and \$40,177 added but no scope or redlines for this activity. Preliminary Engineering activities were added in Amendment 1. Why is more effort required here?</p>	<p>The redlines for this activity are contained in the verbiage under the Tribal Coordination Support bullet item.</p> <p>These hours refer to</p> <ul style="list-style-type: none"> • Identification of potential impacts from bridge construction including temporary and permanent impacts during preliminary engineering • Development of associated maps with temporary and permanent impacts during preliminary engineering • Development of potential mitigation measures, and recommendations to support preliminary engineering 	<p>No changes to scope or cost proposal.</p>	<p>HNTB Clarification: This was additional coordination needed when Akana took over the responsibility to coordinate the full development of the MOA's and any mitigation that may need to be coordinated with the preliminary engineering tasks scoped in amendment 1. Previous effort did not require this coordination, because Akana was only anticipated to review the MOA's.</p> <p>Closed</p>

Exhibit B – RBMC Contract Summary

	Base Contract	Amendment 1	Amendment 2	Total RBMC Contract
Hours	7203	11,323	5,451	23,977
Direct Labor Costs	\$1,644,211	\$1,964,319	\$1,105,734	\$4,714,264
Other Direct Costs	\$95,697	\$569,750	\$98,400	\$763,847

Total Budget: \$5,478,110

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**PORT OF HOOD RIVER
ENGINEERING AND RELATED SERVICES CONTRACT
Contract Number: POHR 2022-01
AMENDMENT No. 2**

This Amendment No. 02 (the “**Amendment**”) to the Port of Hood River Engineering and Related Services Contract No. 2022-01, dated July 12, 2022 (the “**Agreement**”) is entered into between the Port of Hood River and HNTB Corporation, a Missouri Corporation (collectively, the “**Parties**”).

RECITALS

WHEREAS, the original Engineering and Related Services Contract was for \$1,739,908 and expires December 31, 2026; and

WHEREAS, Amendment No. 1 approved October 18, 2023, added \$2,534,069 for completing project delivery analysis, geotechnical work, preliminary engineering and increasing two HNTB staff to full time to work on the project; and

WHEREAS, the Bi-State Working Group has recommended that additional work be added to the contract including an increase in marketing/communication, financing modeling, grant writing and technical review, and increased environmental coordination with tribes/agencies; and

WHEREAS, based upon the needs of the project, this amendment allows for changes to the Statement of Work (Exhibit A), including an increase in the consultant compensation not to exceed \$1,204,134; and

NOW, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT:

1. **Exhibit A:** The Parties hereby replace Exhibit A with the “Amendment 2 Detailed Work Plan Updated January 4, 2023” Exhibit A attached hereto.
2. **Exhibit B:** The Parties hereby add Exhibit B with the “Amendment 2 Estimate” attached hereto.
3. The Parties hereby agree to amend the Total Not to Exceed (“NTE”) amount for this contract value to the total value of \$5,478,111 based on amended Exhibit A.
4. **REMAINING CONTRACT PROVISIONS.** Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect.

SIGNATURES:

HNTB Corporation Inc.
777 108th Ave. NE, Ste. 1000
Bellevue, WA 98004
(425) 455-3555

Thomas Schnetzer, NWD Operations Date
& Delivery Officer

Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645

Kevin M. Greenwood, Executive Director Date

Approved for Legal Sufficiency

William J. Ohle, Port Counsel Date

EXHIBIT A

AMENDMENT 2 DETAILED WORK PLAN

Dated January 09, 2023

HNTB JOB #74620 / POHR #2022-01

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INTRODUCTION

This Detailed Work Plan is incorporated into Exhibit A, Statement of Work, to the Port of Hood River Contract Number: POHR 2022-01 (“Contract”) between the Port of Hood River (“AGENCY”) and HNTB Corporation (“CONSULTANT”) to provide strategic program management and related services (the SERVICES), for the planning, design, and construction of a replacement structure for the Port of Hood River Bridge (the PROJECT).

FUNCTION AND PURPOSE OF THE DETAILED WORK PLAN

The function and purpose of the Detailed Work Plan is as stated in Exhibit A to the Contract. Internally and through third-party consultants, the AGENCY has developed and will continue to develop PROJECT related documents, materials and other technical information that will be available to CONSULTANT during the term of this Contract. Subject to the CONSULTANT’S Professional Standard of Care, the AGENCY represents that the CONSULTANT shall have the right to rely on the accuracy and completeness of any documents or other materials provided by AGENCY and other participants on the PROJECT to the CONSULTANT and that CONSULTANT’s use of such documents and material will not infringe upon any third parties’ rights.

CONSULTANT DELIVERABLE STANDARDS

The CONSULTANT shall provide the following types of deliverables in the format, quantity, and timeframes stipulated below, unless otherwise defined in a task:

- Agendas – submit at least one (1) business day before scheduled meetings or workshops – one (1) electronic copy in Microsoft Word format
- Meeting Minutes – submit within three (3) business days following the meeting, workshop, or other event – one (1) electronic copy in Microsoft Word
- Other Documents – submit one (1) electronic copy in Microsoft Word format
- Unless stated otherwise in this Scope of Work, deliverables will first be submitted by CONSULTANT to AGENCY as drafts for AGENCY review and comment, with one (1) review of each draft by AGENCY, and then a final submittal that incorporates AGENCY’s comments, subject to one (1) additional review by AGENCY and adjustment by CONSULTANT
- AGENCY will have a reasonable time to review and provide comments on CONSULTANT’s deliverables that are reviewed within AGENCY with the understanding that Agency does not have control over others outside the AGENCY. Consultant shall not be responsible for unreasonable AGENCY or other reviews outside of Consultant’s control. AGENCY and CONSULTANT will identify anticipated reviewers and timelines when planning the schedule and work plan for each deliverable

GENERAL PROVISIONS

- Workshops – in addition to the number of CONSULTANT attendees identified in the Tasks below, up to one (1) facilitator and one (1) designated notetaker will also attend meetings or workshops as agreed between AGENCY and CONSULTANT
- Development and preparation of Meeting Agenda, Material, Notes and Action Items shall average of one (1) hour per meeting for each CONSULTANT attending
- Development and preparation of Meeting Agenda, Material, Notes and Action Items shall average of one (1) hour per meeting for each CONSULTANT attending. Meetings, Workshops and Trainings will have a virtual and in-person option, with 50% of meetings

in person for estimating. Video/phone conference format of meetings shall mean either Microsoft Teams, WebEx programs, or other format agreed to by the participants.

DETAILED WORK PLAN – YEAR 1

TASK 1 – PROJECT MANAGEMENT

The CONSULTANT shall actively coordinate with AGENCY and manage all aspects of the CONSULTANT's SERVICES such as identifying and resolving issues in a timely manner.

Subtask 1.1 – Project Management

Conditions:

- One (1) CONSULTANT project review per month will be attended by up to two (2) CONSULTANT staff and average one (1) hour.
- Monthly update meetings with AGENCY will be attended by up to six (6) CONSULTANT, including sub-consultant, staff and average one (1) hour.
- Monthly CONSULTANT Team Leader meeting will be attended by up to eight (8) CONSULTANT, including sub-consultant, staff and average one (1) hours.
- The Initial PMP will be provided to AGENCY for review.
- The Initial PMP will be updated in future Detailed Work Plans as the Project is further defined.
- The labor expense details for this scope item include hours for CONSULTANT staff to perform general management of the Project and CONSULTANT team. These hours are in addition to the performance of the deliverables outlined above.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Manage, administer, and coordinate CONSULTANT activities.
- Manage the scope, schedule, and budget as provided in this Detailed Work Plan.
- Coordinate and meet with AGENCY in meetings to discuss and plan key activities and issues related to project scope, schedule, and budget.
- Prepare an Initial Project Management Plan (PMP). The Initial PMP will include the following:
 - Roles and Responsibilities for AGENCY and CONSULTANT team
 - Work Breakdown Structure (WBS)
 - Components: Work Plan, Project Quality Plan, Risk Management Plan, Change Management Plan, Communication Plan, Document Control Plan, Project Controls Management Plan
- Develop a CONSULTANT Communication Plan that describes how AGENCY and CONSULTANT team will communicate and coordinate with each other and with outside agencies to manage and implement CONSULTANT's work. The CONSULTANT shall conduct one project review each month with the CONSULTANT Principal in Charge or their designee. The meeting will address the CONSULTANT team's performance of scope, schedule, budget, and quality.
- Maintain an Action Items Log of current action items, technical issues requiring resolution and documentation of the decisions

Deliverables:

- 1.1.1. Initial Project Management Plan (PMP) due 09/30/2022.
- 1.1.2. Action item log updated Monthly.
- 1.1.3. Director Update's - Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.1.4. CONSULTANT Team Lead's - Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.1.5. Monthly Project Review - Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 1.2 – Chartering Workshop

Conditions:

- The workshop will be attended by up to eight (8) CONSULTANT staff, including sub-consultants, and will last up to four (4) hours.
One (1) workshop preparation meeting will be attended by up to eight (8) CONSULTANT staff, including sub-consultants, and will last up to one (1) hour each.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Facilitate and participate in a workshop with AGENCY leadership team, BSWG and Port of Hood River Commission to align the PROJECT purpose, establish consistent goals and develop a process/milestone schedule and decision-making matrix.
- Identify strategies the AGENCY should use in evaluating and making decisions about funding opportunities and delivery method
- Engage AGENCY leadership in setting the overall direction for the bridge replacement and to define clear project definition and decision making.

Deliverables:

- 1.2.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.2.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 1.3 – Document Control

Conditions:

- The Initial Document Control Plan will be provided to AGENCY for review.
- The Initial Document Control Plan will be updated in subsequent Detailed Work Plans as the PROJECT and associated document types are better defined.

Activities

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop an Initial Document Control Plan as part of the PMP described in Subtask 1.1 that outlines an electronic folder structure to be used by CONSULTANT for PROJECT-related documents. The Plan will also identify procedures CONSULTANT will use for the storage and management of public and non-public documents.

- Manage, establish, organize, implement, and update an electronic document control system for use by the AGENCY, CONSULTANT and subconsultant staff for the PROJECT, consistent with the Initial Document Control Plan. This system will organize, and store PROJECT-related documents being produced or received by CONSULTANT.
- Provide access to this document control system for AGENCY staff as requested by AGENCY.
- Provide one training session, up to one (1) hour in duration, to AGENCY and twenty (20) CONSULTANT staff for implementing the Document Control Plan and using the system.

Deliverables:

- 1.3.1. Initial Document Control Plan due 09/30/2022.
- 1.3.2. Implement & Update Document Control System.
- 1.3.3. Training on Document Control System no later than 09/30/2022.

Subtask 1.4 – Project Debriefs (Existing Contracts)

Conditions:

- The CONSULTANT will work with the AGENCY to identify the AGENCY’s current consultant contracts for coordination
- Meetings with AGENCY and five (5) of the AGENCY’s existing consultants will be attended by up to three (3) CONSULTANT, including sub-consultant, staff and will last for four (4) hours.
- CONSULTANT will schedule and attend meetings as requested by the AGENCY

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Attend debriefing meetings and events to coordinate with AGENCY and AGENCY’s other consultants performing work related to the PROJECT to inform the CONSULTANT of the project status and existing challenges and opportunities

Deliverables:

- 1.4.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.4.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 1.5 – Contract Administration

Conditions:

- The labor expense details for this scope item include certain hours for CONSULTANT staff to perform general contract administration for the CONSULTANT team. These hours are in addition to performance of the activities described below

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate, execute, and manage CONSULTANT and sub-consultant agreements
- Monitor CONSULTANT and sub-consultant budget and schedule performance
- Communicate and meet with CONSULTANT task leads and sub-consultants to review and update work progress related to scope, schedule, budget
- Track and monitor CONSULTANT and sub-consultant schedule performance and meet with CONSULTANT task leads and sub-consultants to review and update work progress related to scope, schedule, budget
- Update reports with CONSULTANT and sub-consultant actuals, percent complete, and forecasted related to scope, schedule, budget
- Establish Work Breakdown Structure (WBS) and reporting templates to actively track and manage CONSULTANT and sub-consultant budgets and costs
- Document, track, and report on PROJECT changes related to budget with HNTB's Project Manager, Deputy Project Manager, and AGENCY, as needed
- Update CONSULTANT and sub-consultant agreements as PROJECT progresses
- Update WBS and cost reporting templates as PROJECT progresses

Deliverables:

1.5.1. Contract Administration Services throughout the Term of the Contract.

Subtask 1.6 – Invoicing & Progress Reporting

Conditions:

- Monthly invoices will be submitted for the duration of this Detailed Work Plan.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Manage and develop invoicing and reporting guidelines per AGENCY invoicing policies
- Update and submit monthly invoice documenting services performed by the CONSULTANT and its sub-consultants
- Meet with subconsultants, as needed, for adherence to invoicing and reporting guidelines
- Update and submit monthly progress report detailing, in written form, services completed during the invoicing period
- Update invoicing and reporting guidelines as PROJECT progresses

Deliverables:

- 1.6.1. Monthly invoice
- 1.6.2. Invoicing guidelines and workflow due 08/31/2022.
- 1.6.3. Monthly progress report

Subtask 1.7 – Meetings

Conditions:

- Bi-State Working Group will be attended monthly on average by up to two (2) CONSULTANT staff, including sub-consultants, and will last up to two (2) hours.
- Port Commission Meetings will be attended semi-monthly on average by up to two (2) CONSULTANT staff, including sub-consultants, and will last up to two (2) hours
- Key Stakeholders will be attended Monthly on average by up to four (4) CONSULTANT staff, including sub-consultants, and will last up to one (1) hour
- Regional/Local regulatory agencies will be attended monthly on average by up to four (4) CONSULTANT staff, including sub-consultants, and will last up to one (1) hours
- State Elected Officials of Oregon and Washington Meetings that will be attended quarterly on average by up to two (2) CONSULTANT staff, including sub-consultants, and will last up to one (1) hour

Activities

The CONSULTANT shall perform the following in support of the SERVICES:

- Participate in meetings with the following:
 - Bi-State Working Group
 - Port Commission
 - Key Stakeholders
 - State/Regional/Local Regulatory Agencies
 - State/National Elected Officials for Oregon and Washington

Deliverables:

- 1.7.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.7.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

TASK 2 – RISK MANAGEMENT

Subtask 2.1 – Risk Management Plan

Conditions:

- The Risk Management Plan will incorporate work already performed by the AGENCY and expand based on project progress and updated project information.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop a Risk Management Plan as part of the PMP described in Subtask 1.1 after the initial Risk Management workshop is completed. The Risk Management Plan will include the following:
 - Identification and ranking of project risks in a risk register that summarizes the nature and occurrence of each risk.

- A risk action plan that can be used as an ongoing management tool that identifies at least one person from CONSULTANT or AGENCY who will lead the management of each risk and the actions and timelines necessary for managing the risk.
- Review the risk evaluation progress to date, expand to include more detailed risk evaluation and mitigation strategies and set the basis of the risk register

Deliverables:

2.1.1. Initial Risk Management Plan due 09/30/2022.

Subtask 2.2 – Risk Workshop

Conditions:

- The Risk Management Workshop will be attended by AGENCY staff and up to twelve (12) CONSULTANT, including sub-consultant, staff. The workshop will last up to four (4) hours.
- CONSULTANT will schedule the workshop.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Facilitate and participate in a Risk Management Workshop to document and update AGENCY’s risk evaluation activities to date.
- Draft preliminary list of risk factors.

Deliverables:

- 2.2.1. Preliminary list of risk factors due 08/31/2022.
- 2.2.2. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 2.2.3. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 2.3 – Risk Register

Conditions:

- CONSULTANT team will track and update the risk register six (6) times per year. A meeting will be held with the AGENCY staff and up to two (2) CONSULTANT, including sub consultant, staff and average one (1) hour.
- Risk reviews, monitoring and risk register updates average 2 days per month.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop and maintain the project risk register
- Develop a risk register log that will identify/list project risks
- Establish a risk order (highest risk to lowest risk)
- Assign probabilities of risk occurring both in cost and schedule
- Evaluate and assign potential costs and/or schedule impacts of the risk
- Update Risk Register on a monthly basis

- Update risk register with Delivery Method Selection process

Deliverables:

- 2.3.1. Risk Register due 08/31/2022.
- 2.3.2. Maintain and update Risk Register at least quarterly.
- 2.3.3. Risk Review Meetings as per CONSULTANT DELIVERABLE STANDARDS.
- 2.3.4. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 2.3.5. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 2.4 – Project Cost Estimate (PCE)

Conditions:

- The original PCE is provided by the AGENCY for review and incorporation into project planning.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Review the existing Project Cost Estimate (PCE) and perform estimate updates based on changes to project information, assumptions, major changes in market conditions, and potential scope changes.
- Use the existing and updated PCE to inform fund source programming, funding needs, and delivery method selection process.

Deliverables:

- 2.4.1. Programming and Funding Need One-Pagers for Key Project Stakeholders

TASK 3 – CHANGE MANAGEMENT PLAN

Subtask 3.1 – Change Management Plan

Conditions:

- No Conditions for this Subtask.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare a Change Management Plan (CMP) for the PROJECT and submit to the AGENCY for review and approval.
- Define the process for identification, notification, processing, and documentation of all project changes.
- Maintain change control log of proposed, pending, and executed changes internal and external to the PROJECT
- Define the change approval process

Deliverables:

3.1.1. Change Management Plan

TASK 4 – QUALITY

Subtask 4.1 – Quality Management Plan (QMP)

Conditions:

- The CONSULTANT’s Initial Draft QMP will be provided to AGENCY for review.
- The CONSULTANT’s Final QMP will be provided to AGENCY for review.
- The Quality Management Plan will only cover quality activities expected during the duration of the Detailed Work Plan (12 months) and will be updated to add additional activities during future Detailed Work Plans(s).
- QC activities will be performed according to the procedures and schedules outlined in the QMP, and QC labor hours are budgeted with each deliverable under individual subtasks throughout this Scope of Work.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop procedures for quality control and quality assurance review processes
- Draft Quality Management Plan as part of the PMP described in Subtask 1.1
- Coordinate a list of deliverables
- Identify of which quality review procedures apply to each identified deliverable and who will perform each quality review.
- Quality certification by the CONSULTANT’s Project Quality Manager and signature forms for each of the PROJECT’S delivery milestones
- Quality Assurance (QA) of SERVICES provided under this Detailed Work Plan. QA activities include verifying that CONSULTANT’s QC activities are being performed and documented for each deliverable according to the QMP procedures and monitoring and documenting CONSULTANT’S overall compliance with the QMP requirements.

Deliverables:

4.1.1. Quality Management Plan (QMP) due 08/31/2022

Subtask 4.2 – Quality Training

Conditions:

- The QMP will be reviewed by all CONSULTANT team members working on deliverables during the term of this Detailed Work Plan, all team members as they onboard the project, and will last up to one (1) hour.
- CONSULTANT staff will need to be trained as part of a future authorization.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Provide QMP for review by CONSULTANT and sub-consultant team

Deliverables:

4.2.1. QMP Training (Initial Training) held no later than 08/31/2022.

Subtask 4.3 – Quality Assurance

Conditions:

- Quality Control activities performed for each deliverable according to procedures and schedules outlined in QMP

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Provide Quality Assurance of deliverables provided in the Work Authorization
- Verify CONSULTANT's Quality Control activities being performed and documented for each deliverable according to QMP procedures
- Monitor and document CONSULTANT's overall compliance with QMP requirements

Deliverables:

4.3.1. Quality Assurance Log

TASK 5 – PROJECT CONTROLS

Subtask 5.1 – Project Controls Plan

Conditions:

- The Project Controls Plan will be updated in subsequent Detailed Work Plans as the PROJECT is better defined.
- The CONSULTANT Project Controls Plan will be provided to AGENCY for review. A single review-and-comment cycle by the AGENCY is assumed.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare a Project Controls Management Plan as part of the PMP described in Subtask 1.1 that identifies the tools, processes, and systems that will be evaluated and implemented by the CONSULTANT
- Address the CONSULTANT's data collection, processing, and reporting needs and solutions during the term of this Detailed Work Plan
- Identify potential future needs, options, collaboration, and evolution that may be needed in later phases.

Deliverables:

5.1.1. Initial Project Controls Plan due 08/31/2022.

Subtask 5.2 – Project Dashboard

Conditions:

- The Project Dashboard will be web-based, accessible with appropriate permissions by the CONSULTANT and AGENCY only.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop and maintain a Project Dashboard showcasing key performance indicators (KPIs) as determined by the CONSULTANT and the AGENCY.
- Address the CONSULTANT's critical items influencing short-term goals during the term of this Detailed Work Plan, and evolving to show the relevant, project specific KPIs of each project phase.

Deliverables:

5.2.1. Project Dashboard

Subtask 5.3 – Integrated Project Schedule

Conditions:

- The Project Schedule will be developed in the latest version of Primavera P6.
- The Project Schedule will be made available in printable PDF format and through online schedule review tools, such as ProjectControls.online.
- The Schedule will be presented in relevant summary formats using various visualization tools and techniques.
- Changes to the Project Baseline will require the approval of the Project Manager and the AGENCY.
- Initial Project assumptions shall be documented in conjunction with the approval of the Baseline Schedule.
- The Project Schedule will be updated monthly.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare an integrated master schedule (Project Schedule) that encompasses all known and potential activities to complete the Project based on the interaction of sub-project schedules and in alignment with completion milestones
- Baseline after the review and approval by the CONSULTANT and the AGENCY
- Document and track project assumptions influencing or driving the Project Schedule Baseline
- Update the Project Schedule with progress from active sub-project schedules and refine the Schedule to reflect the current project status and assumptions

Deliverables:

5.3.1. Integrated Master Project Schedule Baseline due 08/31/2022.

5.3.2. Project Schedule Updates, provided quarterly

Subtask 5.4 – **Sub Project Schedule**

Conditions:

- The sub-project Schedules will be developed in the latest version of Primavera P6 or converted from their native formats to Primavera P6.
- The sub-project Schedules will be made available in printable PDF format and through online schedule review tools, such as ProjectControls.online.
- The schedules will be presented in relevant summary formats using various visualization tools and techniques.
- Changes to the sub-project Baselines will require the approval of the Project Manager.
- Initial Sub-project assumptions shall be documented in conjunction with the approval of the Baseline Schedule.
- The known sub-project schedules include but are not limited to: Design, Funding, Delivery Method Selection, Permitting, Outreach, Procurement, and Governance.
- The Sub-Project Schedule will be updated monthly.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare, review, and maintain sub-project schedules that encompasses all known and potential activities to complete each phase of the project in alignment with completion milestones
- Baselined after the review and approval by the CONSULTANT team
- Document and track project assumptions influencing or driving the sub-project schedules
- Update the schedules with progress from active work and refine the scheduled to reflect the current sub-project status and assumptions.

Deliverables:

- 5.4.1. Baseline Sub-Project Schedules due 08/31/2022.
- 5.4.2. Sub-Project Schedule Updates, provided quarterly

TASK 6 – **COMMUNICATIONS**

Subtask 6.1 – **Public Involvement & Communications Plan**

Conditions:

- The labor expense details for this scope item include certain hours for CONSULTANT staff to coordinate with AGENCY and AGENCY's public engagement and other consultants. These hours are in addition to performance of the deliverables and activities outlined below.
- CONSULTANT will participate in up to twelve (12) meetings with AGENCY partners for Strategic Communications as requested. Each meeting will be attended by up to two (2) CONSULTANT, including sub-consultant, and each will last up to two (2) hours.
- Deliverables will be provided two (2) times for AGENCY review and comment prior to distribution of one (1) final version.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Public Involvement and Communications Plan
 - Review relevant project documents and information to understand work done to date
 - Produce public involvement and communications plan which will outline decision-making process; demographics analysis; team roles; outreach strategies; key messages; and schedule
 - Produce and manage comprehensive list of stakeholders to engage throughout project
 - Include purpose and schedule for open house events, online open houses and community events
 - Develop strategy and planning for social media, Illustrations, graphics and photography
- Project Branding
 - Consultant to design a project logo that can be used throughout the remainder of the project; includes 2 2-hour branding meetings to discuss logo and project visual identity
 - Development of project templates, including a PowerPoint presentation and Memo template
 - A project Look Book that sets the project identity, including project fonts, colors and use of the logo
- Project Website
 - Design and production of a bilingual project website that provides updates on the bridge project and the Bi-State working group's role with the bridge.
 - Includes up to four (4) 1-hour meetings to discuss project website with the PMT and/or bi-state working group prior to launching
 - Up to two monthly website updates to inform the community about the project, public input opportunities and what's being considered with the design and other important project topics
 - Website content, images and formatting to meet all Oregon and Washington state ADA guidelines
 - Redesign website to reflect new Bi-State Bridge Commission, content, graphics and layout

Deliverables:

- 6.1.1. Public Involvement and Communications Plan (PICP) due 09/30/2022.
- 6.1.2. Project Branding, including project colors, logo, Look Book, PowerPoint Template, and Project Memo template due 09/30/2022.
- 6.1.3. Project Website – design and launch of website in English and Spanish languages with two (2) monthly updates.

Subtask 6.2 – Strategic Communications Support

Conditions:

- Strategic Communications Plan will be one (1) draft and one (1) final submittal
- Strategic Communications Plan will be a component of the Public Involvement and Communications Plan (Deliverable 6.1.1)

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop a strategic communications plan for AGENCY with their partner agencies, regulatory agencies, and elected officials as it relates to the PROJECT.

Deliverables:

6.2.1. Strategic Communications Plan due 09/30/2022.

Subtask 6.3 – Workshops

Conditions:

- Public Involvement Kick Off Workshop:
 - Held within the first month of NTP
 - May be held in combination with larger team kick off meeting
 - Held in-person at the Port for two (2) hours.
 - Staffing will include 3 – 4 CONSULTANT staff; assumes some prep time
- Stakeholder Interviews
 - Assumed to be one (1) hour in duration
 - Include 2 CONSULTANT staff for each interview and will include travel.
 - Completed within the first 3 months following NTP
- Open Houses to present information on Final EIS and Revenue Optimization Plan
 - Maximum of six (6) in-person open house events, three in each state
 - Assume in-person open house events will last no more than two (2) hours not including travel, set up and break down time
 - Up to three (3) CONSULTANT staff per event for set up, facilitation, and notetaking
 - Maximum of two (2) online open house events – one focused on community engagement and another on the Revenue Optimization Plan
- Community Events
 - Staff up to five (5) events with two (2) CONSULTANT staff to set up, staff and break down each event
 - Each event assumed to be no longer than six (6) hours

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Public Involvement Kick Off Workshop
 - Public involvement goals and what's needed during year one and during the design phase
 - Key messages
 - Working together and team roles for public engagement
 - Key stakeholders and working with the public
 - Decision-making structure and process
 - Concerns that may need to be followed up on
 - Media planning
 - Comments received from the meeting will be incorporated into the PICP
- Stakeholder and Comment Tracking/ Engagement Project Success Measurement
 - Track, code and maintain participation in engagement activities and comments received throughout the project

- Track stakeholders who participate in outreach activities or those who would like to receive project updates throughout the project
- Stakeholder Interviews and Ongoing Engagement
 - Stakeholder interviews with up to 15 stakeholders that have been involved with the project in prior phases and/or have key interests with the project
 - Develop an interview plan with questions and interview roles and responsibilities, schedule all interviews and summarize the conversations in an interview summary
 - Document key concerns and opportunities for design and test project branding and key messaging with stakeholders prior to the first media campaign
 - Interviews will also inform overall engagement strategy throughout the remainder of the work
- Jurisdictional/ Community Presentations and Key Stakeholder Direct Engagement
 - Attend and present at jurisdictional standing meetings to discuss the project and ask for feedback as appropriate
 - Contact key stakeholders to discuss the project, key concerns, and opportunities throughout the project
 - Provide notes on stakeholder conversations weekly to keep the project team informed of conversations
 - Prepare for in-person presentations with PowerPoint slides and materials as appropriate
- Open Houses
 - Plan, provide coordination and facilitation of in-person open house events
 - Coordinate and develop agendas, presentation materials and meeting guides for digital and/or in-person events
 - Design and production of meeting materials such as surveys, comment forms, sign up sheets, etc., as needed
 - Development of event invitation lists, with PMT input, and management of the invitation of events
 - Secure event venues, event set up, and refreshments
 - Design, develop and manage online open house events
 - One (1) online open house with focus on engaging the public and regional interested parties on what the project history and decisions to date and ask for input needed on bridge aesthetics and bike/ped options
 - One (1) online open house with focus on Revenue Optimization Plan
 - Online events to be hosted on JLA's online open house platform (station-based, with questions per station) or on Story Maps (story-based, one survey)
 - Consultant shall prepare a detailed summary for each round of events; anticipating two (2) rounds of events
 - Provide materials and online tools appropriate for screen readers and meet state ADA requirements
 - Online presentations with the project team via Zoom
 - Produce summary following each event
- Community Events
 - CONSULTANT to staff existing community events to promote the PROJECT and online open house events.
 - Contact community organizations or event managers to organize event participation
 - Produce tabling event materials, including sign-up sheets and comment form
 - Summarize feedback received at events

Deliverables:

- 6.3.1. Public Involvement Kick Off Workshop - one draft and one final agenda
- 6.3.2. Stakeholder and Comment Tracking - Regular updates to stakeholder comment log with input received from the different organized/attended events, Quarterly updates on progress and measurements of success
- 6.3.3. Stakeholder Interviews and Ongoing Engagement - one draft and one final Interview Plan; one draft and one final Interview Summary
- 6.3.4. Jurisdictional/ Community Presentations – Weekly recap notes on stakeholder conversations; Comments tracked in the comment log; Presentation materials per stakeholder group for in-person presentations and meetings
- 6.3.5. Six (6) in-person Open Houses and two (2) online Open Houses
- 6.3.6. Attendance and community engagement at five (5) Community Events

Subtask 6.4 – Public Involvement & Project Branding

Conditions:

- Spanish language interpretation will need to be added with future Detailed Work Plan to produce Spanish-language materials

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

Media Campaigns (Multimedia)

- Media and On-Going Project Communications Support
 - Comprehensive communications and media support including:
 - Production of monthly communications for stakeholder emails to keep everyone in the know
 - Develop and track press releases on important events to local and regional media and nonprofit organizations
 - Monthly updates to project team talking points
 - Tracking media coverage for the project
- Videos
 - Consultant to produce project videos to support project communications and outreach
 - Use produced videos to supplement content on social media, online open houses, and community presentations
 - Consultant to hire a drone operator to capture aerial footage of the existing bridge for use on videos throughout year one
 - Videos to follow approved script, produced by the Consultant and approved by the Client
 - Produce videos that educate the diverse public about the importance of the new bridge and its processes.
 - Create a sense of buy-in and motivation to fund the project completion
 - Create media assets that enhance the project's outreach objectives
 - Perform pre-production, production, and post-production for video's
 - Perform production and post-production of still images

- Factsheets
 - Consultant to design and produce factsheets at key project milestones.
 - Factsheets will provide important project information including why this work is needed, overall schedule, and how interested parties can be involved and track the process.
 - Factsheets are assumed to be a double-sided 8.5x11 material
 - CONSULTANT will print factsheets for use at community events and presentations

- Social Media
 - Production and management of three social media accounts for the project. Recommended Facebook, Twitter and Instagram.
 - 2 - 3 posts per week on each account, including content and graphics
 - Management and response to public comments on accounts
 - Purchase ad space for up to three (3) social media advertisements for Facebook to promote open house and online open house events
 - Social media posts in Spanish

Deliverables:

- 6.4.1. Media and On-Going Project Communications Support - Updated media strategy including monthly communications for stakeholder email and partner communications and talking points for the project team.
- 6.4.2. Social Media - Project Facebook account; Project Twitter account; Project Instagram account; up to three (3) advertisements for Facebook
- 6.4.3. Two (2) Factsheets – one draft and one final factsheet per factsheet; produced bi-annually the first due 09/30/2022
- 6.4.4. Videos – Two (2) documentary-style impact films. (3-10 min), Six (6) social media cut-downs of the film or interview topic shorts (30-60 seconds), 50 still images for marketing purposes + archive development for future licensing
- 6.4.5. Graphics/Photography – up to ten (10) graphics/illustrations and photography including aerial as needed

Subtask 6.5 – Meetings

Conditions:

- Meetings to be held in-person at the Port; travel required
- CONSULTANT will provide three (3) staff at each meeting
- CONSULTANT will provide up to two (2) staff at each bi-state working group meeting to provide updates on communications and public engagement
- CONSULTANT will provide up to two (2) staff at task Lead meetings to coordinate with project team and provide updates on communications and public engagement

- CONSULTANT will prepare and distribute meeting notes
- Assumes two to three 1-hour meetings monthly

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Attend CONSULTANT team meetings and meetings with the Project Management Team, assumes one-hour meetings monthly
- Attend CONSULTANT task lead meetings, assume 2-3 one-hour meetings monthly
- Attend BSWG meetings as needed and BSWG preparation meetings prior to special events

- Overall email coordination with the Port of Hood River, Project Management Team and project partners
- Provide support with calendar invitations and coordination of meetings, as needed

Deliverables:

6.5.1. Agenda and Meeting Materials for all attended meetings as per CONSULTANT DELIVERABLE STANDARDS.

6.5.2. Meeting Notes and Action items for all attended meetings as per CONSULTANT DELIVERABLE STANDARDS.

TASK 7 – FUNDING, FINANCE AND TOLLING (FFT)

CONSULTANT will collaborate with AGENCY to develop and maintain up-to-date update project financial plans including cash flow models and financial and economic analyses. CONSULTANT shall conduct workshops to identify and refine funding, finance options, and develop a 2-year funding and finance roadmap. CONSULTANT will support AGENCY in efforts to secure funds and financing, including preparation of grant applications, lobbying support, meeting facilitation etc. CONSULTANT will coordinate with T&R consultants retained by others and, if necessary, will conduct or assist in the procurement of T&R services for the project. CONSULTANT will prepare reports and attend meetings as required or requested

Subtask 7.1 – Financial Planning, Modeling and Scenarios

Conditions:

- AGENCY and consultants currently under contract are available to participate as needed
- Funding and Cash Flow Model: Development of basic model – Scenario testing budgeted separately.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop and maintain comprehensive Project Financial Plan
 - Deep-dive evaluation of current budgets, financial plans, and funding commitments/agreements.
 - Funding source evaluation of all relevant potential federal, state, and local sources. Analysis will include an evaluation of federal grant programs and development of a funding matrix.
 - Project Financial Plan will be a living document that will be updated as the project develops.

- Financial Analysis for feasibility and debt capacity scenarios, including toll finance simulations. This could include financial aspects of a Delivery Options analysis for relevant Design Build (DB) and Public Private Partnership (P3) delivery options.
- Funding and cash flow model to document funding sources and scenarios and include cash flow projections.
- Consult and Liaison with POHR Municipal Advisor as appropriate and necessary
- Subcontract with PFM for the following services: Assist and advise on review of existing policies and development of recommendations for new or revised policies; advise as requested on matters related to funding and grant applications; participate as requested in calls or meetings with project management team, stakeholders, BAB, and others; advise as requested on issues of governance; assist with development of TIFIA and federal funding strategy; timing; LOI strategy; equity strategy; review traffic and revenue study

Deliverables:

7.1.1. Initial Project Financial Plan.

Subtask 7.2 – FFT Workshops

Conditions:

- Workshops will be four (4) hours and will have the option to be attended both virtually and in-person
- Each workshop attended by eight (8) CONSULTANT personnel and AGENCY representatives as agreed

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- CONSULTANT will plan, conduct, and document one (1) workshop:
 - Workshop will establish policy preferences, identify potential funding sources, and discuss applicability and viability of various sources.
 - High level evaluation of policy, feasibility, and delivery options analysis around toll revenue scenarios.
 - High level prioritization of funding scenarios and approaches to securing requisite funding

Deliverables:

7.2.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.

7.2.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 7.3 – Competitive Grant Services

Conditions:

- Comprehensive application development includes development of project narrative, update of benefit-cost-analysis and supporting materials for application submission.
- Three (3) Grant Applications
- Maximum of four (4) active grants

- AGENCY will provide BCA and other relevant materials from 2022 MPGD and BIP applications that will be updated, referenced or reused as appropriate
- Engage FCS as subconsultant to update and revise 2022 BCA's as necessary

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Grant Applications – Prepare applications for signature and submittal by AGENCY.
- Identify and track new additional grant opportunities
- Advocacy – Support legislative and agency advocacy in support of grants and/or TIFIA, Bonding or other financing mechanisms as identified.
- Grant Agreements – Negotiate and document grant agreements. Prepare documentation for execution by AGENCY.
- Grant Administration and Reporting –
 - Develop processes and procedures for tracking costs, allocating expenses, and filing reports
 - Prepare and file required reports, support audits, and provide support accounting for grant funds.
- TIFIA application support –
 - Consultations with Build America Bureau
 - Consultations with POHR Financial Advisor
 - Consultations with Bond Counsel
 - Develop and submit TIFIA letter of interest with detailed project description (Purpose and need, Scope, Schedule, Budget, Conceptual Design), project financial plan (ID of dedicated revenue source, Status if all funding requested), status of environmental review, and preliminary credit rating opinion letter

Deliverables:

- 7.3.1. Grant Applications within reasonable time for the AGENCY to review and execute
- 7.3.2. Grant Advocacy
- 7.3.3. Grant Agreements, Administration and Reporting for all secured Grants
- 7.3.4. Draft TIFIA Letter of Interest

Subtask 7.4 – Traffic and Revenue Study Support

Conditions:

- For POHR Revenue Optimization Plan
 - Three (3) Board/BSWG Workshops
 - Up to eight (8) initial scenarios and two (2) final scenarios for detailed analysis

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Traffic and Revenue Study Support
 - Support WSTC's Traffic and Revenue Study
 - Liaison with WST's consultant team as necessary
 - Compile and provide data to support T&R Study
 - Full membership on Technical Advisory Committee
 - Monitor and ensure POHR interests are represented
 - Ensure that process is compatible with POHR's future T&R needs

- Use data and results to support POHR's Revenue Optimization Plan
- Meetings as necessary to accomplish above referenced activities
- Review and provide input as appropriate on all memoranda and reports
- POHR Revenue Optimization Plan
 - Develop revenue goals to meet funding and financing needs of the project.
 - Develop revenue scenarios for Board consideration
 - Build revenue evaluation model to evaluate the multiple revenue scenarios and understand impacts to financing capacity and project funding.
 - Hold revenue evaluation workshop with AGENCY to review scenarios and identify preferred alternative
 - Develop in coordination with WSTC's T&R team
 - Develop materials to support six (6) Public and stakeholder engagements
 - Present detailed analysis of most viable scenarios to Board
 - Develop material to support messaging of future toll increase

Deliverables:

- 7.4.1. Monitor Washington State Transportation Commission (WSTC) T&R Consultant and report to POHR Board, BSWG, and BSBC as appropriate
- 7.4.2. Revenue Optimization Plan

Subtask 7.5 – Meetings

Conditions:

- Four (4) Briefings and engagement with POHR and BSWG Commissioners and staff outside monthly meetings
- Four (4) Briefings and engagement with stakeholders outside ones listed in Task 1
- Two (2) Briefings, engagement and develop collateral material to support lobbying efforts
- Monthly, to include attendance and presentation at meetings (12 meetings)
- Attendance at selected meetings by specialty CONSULTANT personnel (6 meetings)

Activities:

- The CONSULTANT shall perform the following in support of the SERVICES:
- Support development of an Aging Plan to program \$75M WA contribution
- Financial Briefings and Engagement as necessary
- Stakeholder engagement support (local and state agencies, legislatures, federal, tribal, and private stakeholders)
- Advocacy support (agency and legislative, state and federal) including development of collateral marketing materials, developing “elevator speech” script, supporting legislators, staff and lobbyists, facilitating meetings

Deliverables:

- 7.5.1. Stakeholder Engagement Support
- 7.5.2. Advocacy Support
- 7.5.3. Support for WSDOT Aging Plan
- 7.5.4. Support for BSBC Transition

TASK 8 – DELIVERY METHOD

Subtask 8.1 – Delivery Method Analysis

Conditions:

- The information gathered during Subtasks 8.2 and 8.3 will be considered and incorporated into this analysis and recommendations.
- The Delivery Method Analysis Report will be approximately 30 pages total including appendices.
- Coordination meetings will be held every two weeks between relevant representatives from the CONSULTANT and the AGENCY, will last up to two (2) hours and be attended virtually by at least one (1) person from the CONSULTANT representing the Delivery Method Analysis.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Conduct a qualitative analysis of potential project delivery methods for the PROJECT, based in part on the discussion and outcomes of Subtasks 8.2, 8.3. The analysis will identify and consider various factors agreed with the AGENCY and evaluate them under each of the potential project delivery methods
- Identify and assess the risks related to the project delivery methods, including those identified as part of Subtask 2.2
- Provide documentation of the project delivery analysis and recommendations in the form of a Delivery Method Analysis Report
- Participate in regular coordination meetings with AGENCY

Deliverables:

8.1.1. Delivery Method Analysis Report due 2/1/2023.

Subtask 8.2 – Delivery Method Workshop

Conditions:

- Each of the two (2) Delivery Method Workshops will be conducted in person at the AGENCY's offices, and a video/phone conference option will be offered.
- Each of the two (2) Delivery Method Workshops will last up to six (6) hours.
- CONSULTANT will coordinate with AGENCY to schedule the first workshop as an early activity, and the second workshop as a closeout activity, associated with the Delivery Method Analysis work in Subtask 8.1.
- Each Delivery Method Workshop will be attended by AGENCY staff and up to six (6) CONSULTANTS, including sub-consultant, staff.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Facilitate and participate in two Delivery Method Workshops with AGENCY
 - The first workshop will be conducted early in this first phase. The primary objectives of the first workshop are to:

- present a structured approach to assist AGENCY in making a project delivery decision
- provide initial identification of project goals
- provide initial analysis of certain risks, especially as they relate to delivery method bring considered for the project
- The second workshop will be conducted later in this first phase to present the findings and recommendations of the Delivery Method Analysis Report developed in Subtask 8.1.

Deliverables:

- 8.2.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 8.2.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 8.3 – Industry Outreach

Conditions:

- The RFI document will be approximately ten pages in length and will outline the purpose of the RFI, details about the project, goals of the project, status of key approvals and project development, tolling considerations, project delivery methods under consideration, the types of information being requested and whether subsequent one-on-one meetings are being considered to engage in follow-up discussions with interested industry firms.
- Up to eight (08) RFIs will be received by AGENCY for review and summary by CONSULTANT.
- CONSULTANT will identify up to two (2) industry events, to be hosted at AGENCY facility or at an offsite conference or facility hosted by others, relevant to bridge construction and alternative delivery methods. Each event will be attended by up to two (2) CONSULTANT staff and could include up to one (1) hour of presentation and four (4) individual two (2)-hour meetings with industry teams.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare a Request for Information (RFI) document and process that outlines the project scope and solicits written responses from industry on project delivery options, risk matters and questions.
- Review and summarize RFI responses submitted to AGENCY by others.
- Facilitate and participate with AGENCY at up to two industry outreach events, which could include presentation of the project to an audience of industry representatives or meetings with individual entities including design or construction companies that are interested in future construction-related delivery of the project, The purpose of each industry outreach event will be to inform industry about the PROJECT and seek industry input on project delivery options, risk matters and questions. This industry outreach will be considered as part of the project delivery analysis and recommendations in Subtask 8.1.

Deliverables:

- 8.3.1. Request for Information (RFI) document due 06/30/2023.
- 8.3.2. Agenda and Materials prior to each industry event and Meeting notes and Action Items after each industry event as per CONSULTANT DELIVERABLE STANDARDS.
- 8.3.3. Meeting participation as per CONSULTANT DELIVERABLE STANDARDS.

TASK 9 – **ENVIRONMENTAL AND REGULATORY**

Subtask 9.1 – **Environmental Coordination (NEPA)**

Conditions:

- Two (2) CONSULTANT staff will attend up to eighteen (18) NEPA coordination meetings with Agency, Project NEPA team, and regulatory agencies.
- Each of the individual NEPA coordination meetings will not exceed two (2) hours of CONSULTANT Environmental Lead time and will be conducted virtually.
- CONSULTANT will support the AGENCY with NEPA meetings but will not be preparing agendas or meeting materials, time under this subtask if for meeting attendance only.
- Effort anticipates Record of Decision (ROD) to be obtained by March 31, 2023. CONSULTANT efforts beyond this date or beyond the assumptions above will be completed through a future Detailed Work Plan.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with Agency and the Project NEPA team to track remaining environmental coordination, decisions, and deliverables associated with the completion of the NEPA process and issuance of the NEPA Record of Decision.
- Attend up to twelve (12) NEPA coordination meetings including, but not limited to, Section 4(f), Tribal Coordination, Section 106, and NMFS Biological Opinion meetings to track Project environmental compliance and support future regulatory compliance.
- Update the Project Environmental Compliance Plan (Task 9.2) as necessary based on information obtained during NEPA coordination efforts.

Deliverables:

- 9.1.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.1.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 9.2 – **Environmental Compliance Plan**

Conditions:

- The Environmental Compliance Plan (ECP) will be one (1) Draft, and (1) Final submittal.

- The ECP shall be prepared prior to Agency selection of Project delivery method and A/E team procurement.
- The ECP permitting schedule may require one (1) revision after selection of the Project delivery method to update the permitting schedule. No other ECP updates are included in this SOW.
- The construction phase ECP update shall be completed prior to construction after all permits are issued under a future CONSULTANT team contract amendment with the Agency.
- The ECP shall be updated in a future authorization after all permits have been issued and specific environmental commitments, requirements, and mitigation have been identified to support environmental compliance during the Project's construction phase.
- The future construction phase ECP shall also include details regarding environmental compliance team responsibilities and authority, reporting requirements, identify procedures for achieving environmental compliance, and establish procedures for identifying and resolving issues of non-compliance.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare an Environmental Compliance Plan (ECP) that:
 - Identifies all applicable environmental permits and authorizations required for the project.
 - Identifies key regulatory agency contacts.
 - Includes schedules for permit application preparation, agency review timelines, and permit issuance aligned with Project design milestones.

Deliverables:

9.2.1. Environmental Compliance Plan due 12/1/2022.

Subtask 9.3 – Environmental Compliance Workshop

Conditions:

- The Environmental Permitting Workshop will be attended by AGENCY and up to four (4) CONSULTANT team members.
- The Environmental Permitting Workshop will last up to eight (8) hours, inclusive of travel, and will be conducted in person in Hood River.
- CONSULTANT will prepare the workshop agenda, coordinate with participants to schedule the workshop, and provide Workshop meeting notes to participants

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with AGENCY to plan, conduct, and document an Environmental Compliance Workshop after completion of the ECP to review the ECP and project environmental compliance requirements.
- The workshop will focus on integrating environmental planning, permitting, and regulatory agency coordination activities with overall project development and delivery

- Facilitate discussion to outline the ECP’s schedule for developing environmental documentation, permitting products, and milestones
- Will support selection of the project delivery method by outlining critical path permitting efforts for planning and scheduling purposes

Deliverables:

- 9.3.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.3.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 9.4 – Regulatory Agency Coordination

Conditions:

- CONSULTANT shall attend up to ten (10) coordination meetings with applicable regulatory agency staff and Agency under this SOW to include US Coast Guard, Columbia Gorge Commission, US Army Corps of Engineers, National Park Service, Oregon Park and Recreation.
- Up to four (4) CONSULTANT staff shall attend the regulatory agency coordination meetings.
- Regulatory agency coordination meetings shall last up to five (5) hours, inclusive of travel, and shall be conducted in person in Hood River.
- CONSULTANT labor for regulatory agency coordination, outside of in person coordination meetings, shall be limited to 80 hours.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with applicable regulatory agencies to discuss permitting timelines and requirements for development of the Project ECP
- Coordinate and facilitate coordination meetings with regulatory agency staff and AGENCY to discuss specific regulatory permitting requirements, compliance needs, and permitting schedules

Deliverables:

- 9.4.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.4.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 9.5 – Tribal Coordination

Conditions:

- CONSULTANT will coordinate with AGENCY and develop treaty memorandums of agreements (MOA) with the following tribes.
 - Confederated Tribes and Bands of the Yakama Nation [Yakama Nation]
 - Confederated Tribes of the Warm Springs Reservation of Oregon [Warm Springs]
 - Confederated Tribes of the Umatilla Indian Reservation [Umatilla]
 - Nez Perce Tribe

- CONSULTANT will arrange for and hold sixteen (16) coordination meetings four (4) with each tribe, each attended by up to two (2) CONSULTANT, including sub-consultant, staff.
 - Three (3) in-person meetings and one (1) virtual meeting
 - Each meeting is assumed to be two (2) hours in length.
- CONSULTANT will coordinate with and attend bi-weekly coordination meeting with AGENCY officials for development of treaty MOAs.
- CONSULTANT will coordinate with the AGENCY to provide contact information for key tribal officials of the identified tribes and to develop background information about the previous discussions or correspondence with elected officials.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Tribal Coordination Support
 - Develop a Tribal Coordination Plan that includes a briefing with each tribe, defines project roles for tribal coordination, and provides information on stakeholders and other organization impacted by the PROJECT.
 - Provide AGENCY tribal contacts and develop a tracking sheet.
 - Identify temporary and permanent impacts to the tribal fishers resulting from bridge construction. Advise AGENCY on ways to mitigate impacts and resolve potential conflicts between tribes, both at the government level and at the staff level.
- Assistance with Development of Memorandum of Agreements (MOAs)
 - Research existing MOAs with tribes and provide examples for review.
 - Develop final MOA's for 4 Treaty Tribes and respond to comments
 - Advise the Agency on how to approach tribes about potential sensitive issues.
 - Provide updates during negotiations using a project map with location of fish impacts identified and potential mitigation measures
 - Develop draft mitigation strategy for fishing impacts, to be presented to each tribe for negotiation and inclusion in the draft MOA specific to each tribe.
 - Assist on identifying temporary and permanent impacts from new bridge construction to the White Salmon Treaty Fishing Access Site and other tribal cultural resource sites.
 - Advise on how to approach the tribes with potential mitigation solutions.
 - Assist in development of temporary exclusion zone concept for mitigating impacts to bridge construction on fishing access locations
 - Advise AGENCY on a methodology for quantifying economic impacts due to lost fishing time and reduced fishing spots and net anchorages
 - Make recommendations to AGENCY on legal and/or economic support in drafting and negotiating MOAs.
- Cultural Training
 - Provide training on the history and differences of the tribes in the Columbia River Gorge, fishing and first foods practices, history and development of the In-lieu and Treaty Fishing Access Sites, and other issues the tribes may raise with respect to the Bridge Replacement.

- Provide training related to the four (4) Treaty Tribes in preparation for coordination efforts associated with the finalization of the Treaty Tribe MOA's
- Other tribal coordination support
 - Assist with coordination of potential Native American elements or motifs that can be incorporated into the bridge design
 - Identify and coordinate temporary and permanent impacts from bridge design and construction during preliminary engineering.
 - Develop maps associated with temporary and permanent impacts from preliminary engineering
 - Develop mitigation measures and recommendations associated with temporary and permanent impacts to support preliminary engineering
 - Review AGENCY's existing monitoring plan and provide comments.
 - Advice AGENCY on how to resolve comments from the tribes
 - Provide input to PROJECT's Action Item Log and Risk Register
- Archeological Monitoring
 - Provide archaeological monitoring of geotechnical exploration by a qualified archaeologist.
 - Prepare daily field notes describing work done and results
 - Review existing Inadvertent Discovery Plan and any associated MOA's prepared to date by WSA, ODOT, or WSDOT

Deliverables:

- 9.5.1. Tribal Coordination Plan due 09/30/2022.
- 9.5.2. Cultural Training no later than 11/10/2022.
- 9.5.3. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.5.4. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.
- 9.5.5. Draft and Final Summary Report of archaeological findings
- 9.5.6. Tribal Coordination Draft MOAs
- 9.5.7. Preliminary Engineering Coordination

Subtask 9.6 – Railroad Coordination

Conditions:

- Existing railroad facilities will remain in operation during construction except for limited, shortterm work.
- CONSULTANT will hold coordination meetings with BNSF and UP, up to six (6) total per year. Up to two (2) CONSULTANT, including sub-consultant, staff will attend meetings that will average one (1) hour.
- CONSULTANT will coordinate with the AGENCY on the names and contact info for key railroad officials with BNSF and UP and to develop background information about AGENCY's previous discussions or correspondence with elected officials.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Support the AGENCY in coordination and discussions with BNSF and UP.
- Establish minimum horizontal and vertical clearance envelopes for existing tracks. Prepare exhibit to document these envelopes.

- Coordinate with structures design team regarding the required railroad criteria.
- Develop railroad mitigation agreement

Deliverables:

- 9.6.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.6.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 9.7 – Geotechnical Investigations Regulatory Permitting

Conditions:

- The project will qualify for a USACE Nationwide Permit 6 for survey activities.
- Geotechnical investigations will not affect wetlands. No fieldwork will be required by Contractor to complete the permitting work.
- Individual Section 401 water quality certifications will be required from DEQ and Ecology.
- The project will result in no effect on ESA-listed species and will not require an individual ESA consultation with NOAA Fisheries or the U.S. Fish and Wildlife Service (USFWS).
- A Biological Assessment will not be required for geotechnical investigations.
- No resource mitigation will be required for geotechnical site investigations.
- The activity is exempt from State Environmental Policy Act (SEPA), Shoreline Management Act (Revised Code of Washington 90.58.030), and local agency permitting requirements.
- CONSULTANT will attend up to two (2) meetings as required with Port staff and/or regulatory agency staff in Hood River to discuss permitting details.
- AGENCY will be responsible for all permit application fees.
- JPA/JARPA coordination will include up to six (6) figures.
- No effect letter will include up to four (4) figures.
- Consultant will provide up to twelve (12) hours of post-application coordination with USACE, WDFW, DSL, DEQ, Ecology, DNR, and City of White Salmon.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare permit applications and documentation necessary to secure permits to conduct in-water geotechnical investigations necessary for advancing project design. Applications will include:
 - US Army Corps of Engineers (USACE) Section 404 Nationwide Permit No. 6 – Survey Activities
 - National Marine Fisheries Service (NMFS) Standard Local Operating Procedures for Endangered Species (SLOPES) 5 Programmatic Biological Opinion Compliance
 - Oregon Department of Environmental (DEQ) Quality Section 401 Water Quality Certification
 - Oregon Department of State Lands (DSL) – Waterway Authorization
 - Washington Department of Ecology (Ecology) Section 401 Water Quality Certification

- Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA)
- Washington Department of Natural Resources (DNR) Aquatic Land Use Authorization/Easement
- Written State Environmental Policy Act (SEPA) exemption from City of White Salmon
- Written Shoreline Substantial Development exemption from City of White Salmon
- Coordinate with USCAE and appropriate fish and wildlife agencies to obtain an in-water work window variance that extends the Columbia River's in-water work window to spring, summer, and fall seasons
- Prepare necessary permitting information including a Joint Permit Application (JPA)/Joint Aquatic Resources Permit Applications (JARPA) and figures. Applications will include:
 - Necessary supplemental forms
 - Aquatic survey
 - PROJECT background information
 - Best Management Practices (BPMs)
 - Cultural resources information
 - No effect memorandum for ESA compliance
- Coordinate with permitting agencies to authorize in-water geotechnical borings in ten (10) locations
- Prepare exemption applications for submittal to City of White Salmon
- Prepare Shoreline Substantial Development Permit

Deliverables:

- 9.7.1. USACE/DSL Joint Permit Application
- 9.7.2. NMFS SLOPES V Compliance
- 9.7.3. DEQ 401 C Water Quality Certification
- 9.7.4. Washington JARPA and Aquatic Use Authorization
- 9.7.5. Oregon and Washington short-term Waterway Lease Application
- 9.7.6. City of White Salmon SEPA and Shoreline Exemption

Subtask 9.8 – Preliminary Permits

Conditions:

- CONSULTANT will hold up to three (3) coordination meetings with the National Park Service (NPS), Oregon Parks and Recreation Department (OPRD), and Agency. Up to two (2) CONSULTANT, including sub-consultant, staff will attend meetings that will average three (3) hours inclusive of travel.
- CONSULTANT coordination time with prospective Section 6(f) mitigation site landowners is limited to six (6) hours.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with National Park Service and Oregon Parks and Recreation Department to determine current Section 6(f) resource boundary.
- Determine the potential extent of permanent adverse modification to Section 6(f) areas from the Project.

- Coordinate with the Agency, National Park Service, and Oregon Parks and Recreation Department to determine potential Section 6(f) mitigation opportunities within the project area.
- Support Agency coordination with potential mitigation site landowners.
- Submit basic project information for USACE to determine proper Section 408 information needed for full Section 408 permission.
- Coordinate with USACE to determine Section 408 permission requirements associated with impacts to the Columbia River navigation channel.
- Coordinate with Agency and design team regarding design and construction information needed for USACE Section 408 permission.

Deliverables:

9.8.1. Preliminary Section 6(f) and Section 408 permitting coordination and Section 6(f) boundary determination.

TASK 10 –RIGHT OF WAY (ROW)

Subtask 10.1 – Right of Way Acquisition Plan

Conditions:

- A separate Detailed Work Plan will be developed if a need for property acquisition and acquisition services is identified:
- Sub-consultant shall provide labor, equipment and materials to provide acquisition support for the project by obtaining title reports, rights of entry, appraisal reports and acquisition services for properties identified by the team
- R/W activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, on both ODOT and WSDOT Requirements, policies and procedures.
- Assume two borings, two CPT's on Oregon land (POHR right of way)
- Assume ten in-water borings (5 on Oregon side, 5 on Washington side)
- Assume one boring on Washington Land (WSDOT right of way)

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Provide AGENCY a Right of Way Acquisition Plan for the right of way process, including State and Federal Requirements that must be followed.
- Identify parcels needed for the Geotech Scope defined in this Amendment project. Order and review Preliminary Title Reports for ownership and encumbrances. Coordinate with the Project Team on investigations determining ownership. Complete additional research if additional information is needed. Provide report identifying existing easements and potential needs. This work would include:
 - Research River ownership and report
 - Review the legal descriptions for each property
 - Review Assessors data for each property
 - Obtain owner contact information

- Provide an acquisition plan and preliminary schedule for the right of way process following State and Federal Guidelines
- Prepare rights of entry documents for sites needed for drilling explorations if needed.

Deliverables:

- 10.1.1. Right of Way Acquisition Plan due 06/30/2023
- 10.1.2. Right of Way Needs Memo

TASK 11 – ENGINEERING

Subtask 11.1 – Preliminary Engineering

Conditions:

- Preliminary engineering will be aligned with the Project Delivery Method Workshop outcomes and to the Design Acceptance Package (DAP) level
- Scope of engineering to be aligned with Project Delivery Method decisions.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Support development of a report and recommendation on project delivery method.
- Develop engineering content for or provide engineering review of procurement documents developed under TASK 13 – CONTRACTING.
- Develop CAD standards and guidelines
- Provide CAD services to support Project needs.
- Develop vertical and horizontal alignments to set final navigational clearances
- Develop vertical and horizontal alignments to set minimum clearance envelopes for railroad
- Advance engineering to develop project performance criteria and specifications
- Develop engineering to support regulatory compliance in submittal of permit applications
- Evaluate Superstructure Alternatives
- Evaluate Substructure Alternatives
- Define typical section elements for the project including analysis for bike/ped accommodation
- Develop pavement designs
- Define traffic data, provide preliminary recommendations on lane configurations, turning lanes, intersection control type
- Develop allowable lane/roadway closure hours
- Develop conceptual MOT plans

Deliverables:

- 11.1.1. Project Performance Criteria
- 11.1.2. CAD Standards and Guidelines Memo
- 11.1.3. Superstructure Memo
- 11.1.4. Substructure Memo
- 11.1.5. Baseline Geometric Layout
- 11.1.6. Traffic Analysis Memo

11.1.7. Pavement Design

11.1.8. Maintenance of Traffic Closure Hours and Conceptual Plans

Subtask 11.2 – **Geotechnical Explorations**

Conditions:

- A full subsurface exploration and testing work plan is not included in this scope of work.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Review the historical geotechnical and hazardous materials documents prepared by the NEPA team and information readily available in PROJECT records.
- Perform a site reconnaissance to facilitate understanding of the site constraints for field explorations, construction, and traffic staging.
- Support the permitting process with review and comments on the in-water work permit to allow the PROJECT to resubmit the permit for the next phase of geotechnical explorations.
- Support the PROJECT in evaluating the extent of geotechnical explorations recommended to be completed in upcoming project phases.
- Support the PROJECT in concept-level geotechnical risk considerations.
- Develop a Geotechnical Exploration Memo that includes a high-level cost estimate and recommendation for early Geotechnical Work

Deliverables:

11.2.1. Geotechnical Exploration Memo due on 09/30/2022

Subtask 11.3 – **Site Reconnaissance**

Conditions:

- AGENCY will provide access to AGENCY property
- Facilitate understanding of site conditions and constraints for completing subsurface explorations.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Observe surface conditions indicative of subsurface conditions
- Identify site constraints, equipment access, and staging concerns for the exploration program
- Identify and clearly mark proposed land exploration locations
- Attend meetings with AGENCY or other parties to discuss, review, and ascertain site conditions relevant to the geotechnical work for the PROJECT

Deliverables:

No Deliverables are expected for this Subtask.

Subtask 11.4 – **Subsurface Exploration Plan and Permit Support**

Conditions:

- CONSULTANT shall prepare a Subsurface Exploration Plan (SEP) that shows proposed exploration locations.
- The SEP shall outline the planned exploration procedures and must outline the recommended number of locations, type, sampling and testing of subsurface explorations.
- The SEP shall include a Field Safety Plan (FSP) for all fieldwork and a Traffic Control Plan (TCP) for any on-land explorations within roadways.
- Preparation of the TCPs shall be by a flagging company licensed to work in the State of Oregon and Washington.
- The SEP shall outline CONSULTANT's proposed site restoration procedures for any areas that are disturbed during completion of the explorations.
- Review and acceptance of SEP by the AGENCY to be completed at least five (5) days prior to start of scheduled field explorations.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Review available as-built drawings of all utilities and roadway structures that the AGENCY provides
- Utilize the public On-Call Utility Locating System to locate all utilities with required use of private utility locators
- Support PROJECT permitting application/renewal process for geotechnical activities by providing relevant information and documentation

Deliverables:

11.4.1. Subsurface Exploration Plan

Subtask 11.5 – **Subsurface Explorations and Testing**

Conditions:

- No restriction of work hours.
- CONSULTANT shall coordinate with AGENCY and receive AGENCY's permits for all subsurface explorations located within the public right of way (ROW).
- Washington land borings are within WSDOT ROW and no coordination with railroads is required.
- AGENCY shall provide a slip to dock boat used for daily transport between land and barge.
- CONSULTANT shall proceed with subsurface explorations only after receiving notification that all required permits, archeological clearances, and utility locates are completed.
- CONSULTANT shall construct all monitoring wells according to ODWR regulations.
- Oregon land borings are within AGENCY property/ROW.
- AGENCY shall provide a staging area to store drilling supplies and equipment.
- The AGENCY boat ramp shall be available to load and unload the drill rig.
- Investigation-derived waste (IDW) like soil cuttings, drilling fluid, etc., assumed to be clean and will be disposed of as clean material.

- Casing assumed to be not required to perform suspension logging in borings.
- CONSULTANT shall provide an engineer or geologist to supervise field operations and document explorations.
- Archeological or tribal monitoring will not impede drilling progress.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Perform subsurface explorations as detailed below:
 - Two (2) Mud Rotary Borings (with one (1) VWP to be installed in one (1) boring) between depths of 80 to 100 feet for the Oregon approach/abutment
 - Two (2) Cone Penetration Tests between depths of 70 to 100 feet for the Oregon approach/abutment
 - 10 Mud Rotary Borings (with suspension logging performed in two (2) borings) between depths 35 to 160 feet for in-water bridge bents
- Complete suspension logging to collect in-situ shear wave velocity measurements in two (2) in-water borings
- Install a vibrating wire piezometer with datalogger to measure groundwater levels at the Oregon approach for geotechnical analysis and design
- Download groundwater data from datalogger at approximate six (6) month intervals for two (2) years after installation
- Backfill resulting holes in accordance with applicable requirements and patch borings advanced through paved surfaces with AGENCY approved quick-setting, non-shrink grout
- Place soil cuttings in DOT-approved 55-gallon drums and transport to an appropriate facility
- Complete analytical testing to characterize materials for disposal
- Dispose material at an appropriate off-site landfill

Deliverables:

11.5.1. Weekly email summary of drilling progress

Subtask 11.6 – Laboratory Testing

Conditions:

- All rock cores shall be photographed prior to testing.
- In addition to standard testing of soil and rock samples, up to four (4) suites of cyclic direct simple shear (CDSS) testing on undisturbed samples of fine-grained soils focused on the in-water borings, and up to two (2) Cerchar Abrasivity Index tests on rock core sample are also anticipated.
- AGENCY shall provide a location to store samples through duration of construction.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Perform laboratory testing on soil and rock samples obtained from the explorations to verify field characterizations, assist in determining geological unit boundaries, and provide engineering parameters for geotechnical design by stratigraphic layers.

Deliverables:

No deliverables are expected as part of this Subtask.

Subtask 11.7 – Geotechnical Data Report

Conditions:

- CONSULTANT shall prepare one (1) draft and one (1) final Geotechnical Data Report.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare a Geotechnical Data Report documenting the field exploration methods and observations, subsurface conditions, field testing results, laboratory test data and results, exploration logs, and exploration photos

Deliverables:

- 11.7.1. Draft Geotechnical Data Report
- 11.7.2. Final Geotechnical Data Report

Subtask 11.8 – Preliminary Geotechnical Analysis and Memorandum

Conditions:

- The analysis shall include the following key geotechnical issues:
 - Seismic design criteria
 - Up to three seismic site response profiles
 - Seismic and geological hazards
 - Development of geologic profile for proposed bridge alignment
 - Liquefaction and lateral spread analyses for existing conditions
 - Limited equilibrium analyses and Newmark-based deformation analyses for existing conditions
 - North and South approaches static and seismic stability and settlement
 - Mitigation alternatives for seismic and geologic hazards
 - Conceptual-level ground improvement options and footprint
 - Limit equilibrium analyses and Newmark-based deformation analyses for conceptual ground improvement footprint and target deformation
 - Preliminary deep foundation options, including drilled shafts and driven piles
 - Estimates of axial and lateral capacity for up to four foundation types/diameters for up to five representative pier locations
- Memorandum is at conceptual/preliminary design level of effort

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Preliminary analyses of the field and laboratory test data to develop initial geotechnical recommendations for design and construction of proposed improvements

Deliverables:

11.8.1. Preliminary Geotechnical Analysis and Memorandum

Subtask 11.9 – Meetings

Conditions:

- CONSULTANT shall prepare for attend one (1) in-person kick-off meeting for up to four (4) hours, and twelve (12) ad-hoc Geotech specific meetings for up to two (2) hours with one (1) hour preparation time and follow up.

Activities:

No specific Activities for this Subtask.

Deliverables:

11.9.1. E-mail meeting summaries as appropriate

Subtask 11.10 – Contract Management

Conditions:

No specific Conditions for this Subtask.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare monthly invoices and progress reports
- Update and maintain PROJECT records
- Manage Geotechnical contracts

Deliverables:

11.10.1. Monthly invoices

11.10.2. Monthly progress reports

Subtask 11.11 – Optional Services (HazMat?)

Conditions:

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Perform optional services agreed upon between CONSULTANT and AGENCY

Deliverables:

11.11.1. As agreed, upon between CONSULTANT and AGENCY

Subtask 11.12 – Utility Relocation

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Research and gather available existing record drawing information from franchise utilities.
- Prepare a summary of potential utility conflicts in a tabular form to include name of public or private utility company affected; description of conflict; action to be taken to resolve conflict.
- Perform utility coordination including document reviews.
- Contact known utility providers to verify existing infrastructure.
- Identify needs for Memoranda of Agreement with utility owners and local jurisdictions.
- Summarize potential utility conflicts and potential areas that would benefit from future pothole investigations
- Develop existing utility plans.

Deliverables:

11.12.1. Utility Conflict Matrix

11.12.2. Utility Coordination Plan

Subtask 11.13 – Survey

Conditions:

- Land side only survey shall be performed in the mapped areas of the PROJECT NEPA footprint with additional coverage at the Port's marina area.
- Right of way will be from previous/HHPR work.
- Project datum will match previous/HHPR work.
- Detailed, final design-level topographical and bathymetric survey will be part of a future authorization

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with AGENCY on data gathering and validation of data provided by the AGENCY and other sources.
- Coordinate with AGENCY to receive and evaluate existing aerial mapping and photogrammetry.
- Evaluate existing fieldwork, surveying, and as-built data to confirm PROJECT existing conditions.
- Establish new survey control as needed
- Mark all existing planimetric features
- Mark all underground utilities, including inverts where measurable, using 811 utility locates and private locates
- Develop a PROJECT Digital Terrain Model (DTM) that models the existing ground surface shape adequately to prepare base mapping with one-foot interval contours
- Using conceptual bridge design information, provide recommended fieldwork and surveying information for future work authorizations.

Deliverables:

- 11.13.1. Technical memorandum outlining analysis, findings and recommendations related to the survey work outlined above
- 11.13.2. Microstation base map

TASK 12 – CONSTRUCTION

Subtask 12.1 – Constructability Staging Evaluation

Conditions:

- Scheme project constructability with the AGENCY. Up to six (6) CONSULTANT, including sub-consultant, staff, will attend. Meeting will last up to four (4) hours.
- Up to eight (8) hours of preparatory work per consultant.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Identify and evaluate potential construction staging and laydown areas
- Evaluate Wind currents, river tides, staging, yard availability, casting yard, etc.
- Review logistics of access for delivering, assembling, and disassembling cranes and material
- Review similarities/differences of construction options
- Evaluate marine vessel traffic to define short term (24 to 72 hour) channel closures requirements
- Marine/Logistics Analysis

Deliverables:

- 12.1.1. Summarize Constructability Staging Options
- 12.1.2. Develop Strategic Action Items from Staging Construction

TASK 13 – CONTRACTING

Subtask 13.1 – Contract Procurement

Conditions:

- Professional Services procurements will be qualifications-based selections consistent with Oregon and Federal Architectural and Engineering rules and will not be evaluated on basis of cost during evaluation process.
- Contracts will be written to conform with regulations of financial source of funds for the contract.
- CONSULTANT will develop procurement notices and advertisements. AGENCY will publish procurement notices and advertisements on appropriate forums, and will post procurement documents for all contracts on, e.g., Oregon Buys, DJC.
- AGENCY will provide panel members for review and scoring and acceptance of requested procurement documents; CONSULTANT will provide the Procurement Specialist for each procurement, who will not be an evaluator on procurements.

- Up to two (2) CONSULTANT or sub-consultant staff are assumed to be part of the evaluation committee for each procurement.
- AGENCY will maintain final authority to accept or reject proposals.
- Legal reviews and approvals will be by the AGENCY's designated legal counsel.
- Final deliverable review assumes one internal review draft, one external review draft, and a final version for public dissemination.
- AGENCY review will be completed within ten (10) working days of delivery from CONSULTANT.
- External review periods are assumed to be ten (10) working days. Delayed response by external reviewers will affect delivery schedule.
- Reviews involving Oregon Department of Justice (DOJ) are assumed to be twenty (20) working days from delivery of review document(s) from CONSULTANT.
- CONSULTANT will deliver procurement documents digitally (.docx for drafts and .PDF for final).
- Proposal responses will be received digitally; no hard-copy prints will be made.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Author contract procurement documents (e.g., requests for qualification, requests for proposals) for the following procurements:
 - Contract 1 – A&E designer
- CONSULTANT will host a pre-proposal meeting for each procurement. Each meeting will be one (1) hour in length and be attended by three (3) project team members. CONSULTANT will prepare a presentation and manage attendance lists.
- CONSULTANT will respond to questions from proposers and prepare addendum(s) as needed.
- CONSULTANT will author evaluation criteria for each procurement, train evaluators, and facilitate evaluation review meetings.
- CONSULTANT will compile and organize responses.
- CONSULTANT will provide an independent cost estimate (ICE) for each procurement.

Deliverables:

13.1.1. Procurement Documents

Subtask 13.2 – Meetings

Conditions:

- General coordination meetings are separately scoped and budgeted under Task 1.
- Assumptions for staffing, duration and number of each meeting conducted under this subtask are detailed in the deliverables.
- Pre-proposal, proposal review/evaluation committee and interview will be in-person. All other meetings will be virtual.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Meetings related to each procurement will include:

- Procurement briefing with the AGENCY and up to two (2) CONSULTANT, including sub-consultant, staff, and it will last up to one (1) hour and will be conducted in person and/or virtually by video/phone conference.
- External procurement briefing between the AGENCY and up to two (2) CONSULTANT including sub-consultant, staff, and WSDOT, ODOT and FHWA each will last up to one (1) hour and will be conducted in person and/or virtually by video/phone conference.
- External procurement briefing between the AGENCY and up to two (2) CONSULTANT including sub-consultant, staff, and Oregon DOJ it will last up to one (1) hour and will be conducted in person and/or virtually by video/phone conference
- Legal counsel or advisor sufficiency reviews will be attended by the AGENCY and up to two (2) CONSULTANT staff. Meetings will last up to one (1) hour each and are assumed to be virtual
- Each procurement will include up to three (3) meetings between the AGENCY and up to four (4) CONSULTANT including sub-consultant, staff, and three (3) proposers each will last up to two (2) hours and will be conducted in person and/or virtually by video/phone conference.
- Meetings and events with evaluation committees are included in Subtask 13.2 scope and budget.

Deliverables:

13.2.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.

13.2.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

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Project: **Hood River - White Salmon Bridge Replacement Project**
 Contract: **Replacement Bridge Management Contract**
 Amend #: **02** thru **6/30/23**
 Proposal: **FFT / Tribal Coordination / Public Involvement**
 Date: **January 9, 2023**

EXHIBIT B



AMENDMENT ESTIMATE

		TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,827	\$ 441,285	\$ -	\$ -	\$ 540,622	\$ -	\$ -	\$ -	\$ 1,105,734
		TOTAL HOURS	0	0	0	0	0	0	917	2458	0	0	2076	0	0	0	5,451
Task ID	Task Description	PM	PE	GEO	CTR	EST	SCH	COM	REG	TRB	CN	FFT	PDM	QUAL	HS	Total Hours	Total Cost
1	Project Management & Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -
1.1	Project Management															-	\$ -
1.2	Chartering Workshop															-	\$ -
1.3	Document Control Plan															-	\$ -
1.4	Project Debriefs (Existing Contracts)															-	\$ -
1.5	Contract Administration															-	\$ -
1.6	Invoice/Progress Reporting															-	\$ -
1.7	Meetings															-	\$ -
2	Risk Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -
2.1	Risk Management Plan															-	\$ -
2.2	Risk Workshop															-	\$ -
2.3	Risk Register															-	\$ -
2.4	Project Cost Estimate															-	\$ -
																-	\$ -
3	Change Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -
3.1	Change Management Plan															-	\$ -
																-	\$ -
																-	\$ -
																-	\$ -
4	Quality	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -
4.1	Quality Management Plan															-	\$ -
4.2	Quality Training															-	\$ -
4.3	Quality Assurance															-	\$ -
																-	\$ -
																-	\$ -
5	Project Controls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -
5.1	Project Control Plan															-	\$ -
5.2	Project Dashboard															-	\$ -
5.3	Integrated Project Schedule															-	\$ -
5.4	Sub Project Schedules															-	\$ -
5.5	Technology Plan															-	\$ -
																-	\$ -
6	Communication	0	0	0	0	0	0	917	0	0	0	0	0	0	0	917	\$ 123,827
6.1	Public Involvement and Communication Plan							110								110	\$ 14,041
6.2	Strategic Communication Support															-	\$ -
6.3	Strategic Communication Support							557								557	\$ 72,285
6.4	Public Involvement & Project Branding							195								195	\$ 28,482
6.5	Meetings							55								55	\$ 9,019

		TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,827	\$ 441,285	\$ -	\$ -	\$ 540,622	\$ -	\$ -	\$ -	\$ 1,105,734	
		TOTAL HOURS	0	0	0	0	0	0	917	2458	0	0	2076	0	0	0	5,451	
Task ID	Task Description	PM	PE	GEO	CTR	EST	SCH	COM	REG	TRB	CN	FFT	PDM	QUAL	HS	Total Hours	Total Cost	
																-	\$ -	
7	Funding, Financing and Tolling	0	0	0	0	0	0	0	0	0	0	2076	0	0	0	2,076	\$ 540,622	
7.1	Financial Planning/Modeling & Scenarios															-	\$ -	
7.2	Workshops															-	\$ -	
7.3	Competitive Grant Services											866				866	\$ 211,080	
7.4	Traffic and Revenue Advisory Services											1106				1,106	\$ 297,932	
7.5	Meetings											104				104	\$ 31,610	
																-	\$ -	
8	Delivery Method	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
8.1	Delivery Method Analysis															-	\$ -	
8.2	Delivery Method Workshop															-	\$ -	
8.3	Industry Outreach															-	\$ -	
8.4	#N/A															-	\$ -	
																-	\$ -	
																-	\$ -	
9	Environmental & Regulatory	0	0	0	0	0	0	0	2458	0	0	0	0	0	0	2,458	\$ 441,285	
9.1	Environmental Coordination (NEPA)								40							40	\$ 7,310	
9.2	Environmental Compliance Plan															-	\$ -	
9.3	Environmental Compliance Workshop															-	\$ -	
9.4	Regulatory Agency Coordination															-	\$ -	
9.5	Tribal Coordination								2282							2,282	\$ 412,981	
9.6	Railroad Coordination															-	\$ -	
9.7	Geotechnical Investigations Regulatory Permitting															-	\$ -	
9.8	Preliminary Permits								136							136	\$ 20,994	
																-	\$ -	
																-	\$ -	
10	Right-Of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
10.1	Right of Way (ROW) - Acquisition Plan															-	\$ -	
																-	\$ -	
11	Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
11.1	Preliminary Engineering															-	\$ -	
11.2	Geotechnical - Exploration Memo															-	\$ -	
11.3	Geotechnical - Site Reconnaissance															-	\$ -	
11.4	Geotechnical - Subsurface Exploration Plan															-	\$ -	
11.5	Geotechnical - Subsurface Explorations															-	\$ -	
11.6	Geotechnical - Laboratory Testing															-	\$ -	
11.7	Geotechnical - Geotech Data Report															-	\$ -	
11.8	Geotechnical - Preliminary Analysis and Memo															-	\$ -	
11.9	Geotechnical - Meetings															-	\$ -	
11.10*	Geotechnical - Contract Management															-	\$ -	
11.11	Geotechnical - Hazmat Contingency															-	\$ -	
11.12	Utility Relocation Management															-	\$ -	
11.13	Survey															-	\$ -	
																-	\$ -	
12	Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
12.1	Constructability Staging Evaluation															-	\$ -	
																-	\$ -	
13	Contracting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
13.1	Procurement and Contract Management															0	\$ -	

TOTAL COST		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,827	\$ 441,285	\$ -	\$ -	\$ 540,622	\$ -	\$ -	\$ -	\$ 1,105,734	
TOTAL HOURS		0	0	0	0	0	0	917	2458	0	0	2076	0	0	0	5,451	
Task ID	Task Description	PM	PE	GEO	CTR	EST	SCH	COM	REG	TRB	CN	FFT	PDM	QUAL	HS	Total Hours	Total Cost
13.2	Contract Procurements															0	\$ -
13.3	Meetings															0	\$ -
																0	\$ -
Tasks Summary of Hours		0	0	0	0	0	0	917	2458	0	0	2076	0	0	0	5,451	\$ 1,105,734
LABOR ESCALATION 0.0%																\$ -	
SUBTOTAL - DIRECT LABOR																\$ 1,105,734	

DIRECT EXPENSES		Assumption	Measure	QTY	Cost	Total
Lodging	Fed Per Diem - Lodging	Average 2 people on site for 50 Days (Average \$100/night)	nights	100	\$ 100	\$ 10,000
Per Diem	Fed Per Diem	Average 2 people on site 50 Days (\$59/day)	days	100	\$ 59	\$ 5,900
Misc	Misc Travel Exp (Mileage, Rentals, Flights)		EA	40	\$ 300	\$ 12,000
Comm	Misc Event Materials	Refreshments, Printing, Boards, Ads		LS	\$ 10,500	\$ 10,500
ROW	Right of Entry Documentation			LS	\$ 10,000	\$ 10,000
Video	Story Gorge Video Productions	Pre_production, Production, Post Production of Videos, Production and Post Production of Still Images.		LS	\$ 50,000	\$ 50,000
SUBTOTAL - DIRECT EXPENSES						\$ 98,400

AMENDMENT TOTAL	\$ 1,204,134
CURRENT CONTRACT AMOUNT	\$ 4,273,976
PROPOSED CONTRACT AMOUNT	\$ 5,478,110

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Commission Memo



Prepared by: Daryl Stafford
Date: January 10, 2023
Re: Lindblad Expeditions LLC Moorage Agreement

The Port has moorage use agreements with two cruise lines in the Marina. Lindblad Expeditions, LLC is the smaller of the two companies that utilizes the North Jetty Commercial Dock for three of their vessels. They have requested 18 stops for 2023, which is a 64% increase from 2022 and well over 100% increase from all years prior. To put that into perspective, American Cruise Lines (ACL), the larger company, has 54 stops scheduled for 2023 which is a 100% increase from 2022.

Staff recommends a \$100 increase per stop from the 2022 rate of \$250 to a proposed rate of \$350 per stop. The proposed rate includes water and electricity.

RECOMMENDATION: Approve 2023 Moorage Use Agreement with Lindblad Expeditions, LLC, subject to legal review.

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Port of Hood River
2023 DOCKAGE PERMIT & AGREEMENT
LINDBLAD EXPEDITIONS LLC

The **PORT OF HOOD RIVER ("Port")** hereby permits **LINDBLAD EXPEDITIONS LLC ("Permittee")** and its cruise vessels **NATIONAL GEOGRAPHIC SEA BIRD, SEA LION and QUEST** to use the Port's Commercial North Jetty Cruise Ship dock (Premises) located on the North Jetty in the Port Marina Basin, in Hood River, Oregon and non-exclusive use of the gravel access road area at the easterly end of the Marina Jetty (Shared Use Area) for docking, loading and unloading passengers and related activities.

Permit Duration and Fees: This permit shall be valid beginning March 1, 2023 through November 15, 2023 subject to the Port's rights of revocation stated hereafter.

Permit Fee: The permit fee shall be charged on a per docking basis, regardless of if the docking is scheduled or not. All dockings are billed for overnight stops.

1. The fee per ship docking at the North Jetty Commercial Dock shall be \$350.00 per day and includes normal domestic water usage when available.
2. The fee for shuttles utilizing the North Jetty Commercial Dock shall be \$200 per day.

The Port will bill Permittee each month for the amount Permittee owes for the preceding month. Permittee shall pay the Port the entire amount billed within 30 days of the billing date. A \$50 per month late fee will get applied if payment has not been received by due date. All unscheduled stops, including those for taking on fuel, supplies, water emergencies or other unanticipated uses shall be coordinated with the Port, and may be billed separately by the Port after the stop. Permittee agrees to give the Port 24-hour advance notice of all cancellations and changes; if 24-hour notice is not given, the Port will charge for the scheduled stop.

Utilities: Garbage services are not included and are not available. Haul-off of garbage is sole responsibility of Permittee. Dumpsters are not allowed. Normal domestic water usage shall be included as part of the dockage fee and 50amp power is available at the top of the ramp. Water is typically turned on by April 15th and goes off around October 15th, depending on the risk of freezing.

Permittee agrees not to use the Port's Guest or Transient Docks for Commercial Activity per an agreement with the OSMB that prohibits this activity.

Schedule: Permittee shall only utilize its own vessels for landing on the Premises and shall manage and maintain the schedule for the Premises.

Insurance: Proof of insurance coverage shall be provided to the Port and must be approved by the Port prior to the first docking date in each calendar year of this Dockage Permit. Approved insurance coverages shall be maintained during the term of the agreement. Permittee agrees to hold the Port harmless from and to indemnify the Port against all claims and losses, including expenses and attorneys' fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any way connected with Permittee's business operations, or use of or mooring its vessel while on, over or adjacent to Port property

or while operating under the terms of this agreement, to the extent any such loss is not otherwise covered by Permittee's insurance which covers Permittee and the Port. If Permittee damages the Port's dock or any Port property or facilities, Permittee shall promptly pay the Port the full amount to cover the damage.

Casualty Insurance: Permittee shall at its expense maintain the standard Marine Hull and Machinery Insurance along with Protection and Indemnity coverage described below to insure the Premises against any damage to the Premises by any Vessel and agree to name Port as additional insured. At Permittee's expense, Permittee's marine coverage also may insure Permittee's personal property and trade fixtures located at or around the Premises.

Worker's Compensation: Permittee is either a subject employer under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires it to provide workers' compensation coverage for all its subject workers or is an employer that is exempt under ORS 656.126.

Other Insurance: Tenant shall maintain at Permittee's expense standard Marine Protection and Indemnity (P&I) liability insurance with respect to Permittee's business and use of Premises by its passengers and crew in the amount of no less than five million dollars (\$5,000,000.00). Such insurance will cover all claims for property damage at replacement cost or injury to persons including death arising out of or related to Permittee's, or its agents', employees', guests' invitees' use and occupancy of the Premises and any other obligation arising under this Use Agreement. Such Protection and Indemnity Insurance shall provide coverage at least as broad as Form SP-23 or equivalent. Permittee shall endorse such policy with a so-called "misdirected arrow clause" to afford protection to Port as additional insured.

Form: All policies of insurance maintained by Permittee shall be issued by an insurer having rating of at least "A-: VII" or better as set forth in the most current issue of Best's Insurance Reports and licensed to do business in the State of Oregon. Permittee shall notify Port of any termination or material alteration of such policies. Prior to the use of the Premises, Permittee must provide a Certificate of Insurance, naming Port as additional insured evidencing the coverage required hereunder and prohibiting insurance cancellation without fourteen days prior notice to the Port.

Failure to Obtain: If Permittee fails to secure or maintain any insurance coverage required hereunder or should the insurance secured fail to be approved by Port, acting reasonably, and such failure or approval not be corrected within forty-eight (48) hours after written notice from Port, Port may, at its sole discretion, purchase such insurance coverage required at Permittee's reasonable expense. Permittee shall reimburse Port on demand for any reasonable monies expended to secure such coverage plus interest at the rate of 6% per year from the date of the expenditure.

Injury, Loss, Indemnity by Tenant: Permittee assumes all risk of injury, loss, or damage to Permittee and to Permittee's employees, customers, goods, materials, or other property occurring in or around the Premises including improvements, caused by negligence or willful misconduct of Permittee, excluding those claims arising out of Port's negligence or willful misconduct. Permittee shall indemnify, defend, and hold harmless Port, Port's, agents, employees, members, and officials from all loss, claim, demand, damage, liability, or expense,

including attorney's fees (collectively "Claims"), arising out of or in any way related to Permittee's negligence or willful misconduct in connection with Permittee's use of the Premises excluding those Claims arising solely out of Port's gross negligence or willful misconduct. Permittee's agreement to indemnify and hold harmless Port shall extend to all Claims by reason of improper or negligent erection or construction of facilities, trade fixtures, or equipment installed on or in the Premises by Permittee.

Injury, Loss, Indemnity by Port: Port assumes all risk of injury, loss, or damage to Port and to any persons, goods, materials, or other property, occurring in or around the Premises in connection with Permittee's use of the Premises, or occurring in or on any Port property other than the Premises, excluding those claims arising out of Permittee's negligence or willful misconduct. To the extent of municipal tort liability described in ORS 30.260 et. seq. and as limited by the provisions of the Oregon Constitution, Port shall indemnify, defend, and hold harmless Permittee, its officers, directors, captains, vessels, parents, subsidiaries, affiliates, agents, employees, and shareholders from all Claims to the extent arising out of or in any way related to any negligent or willful acts or omissions of Port, its employees or agents, occurring in or around the Premises, or occurring in or on all Port property excluding the Premises, excluding any Claims arising out of the negligence or willful misconduct of Permittee.

Landlord's Insurance: Port shall maintain (i) general liability insurance in its usual and customary amounts to protect against personal injuries, property damage, or death arising out of use of the property by the public and others besides Permittee's passengers, or Permittee's sublessees or assignees. and (ii) property insurance insuring all improvements and fixtures located adjacent to (such policy to cover all risks covered under an All Risk or Special Causes of Loss policy).

Permittee agrees to use the North Jetty Commercial Dock, Shared Use Area, and Port's property and facilities entirely at Permittee's own risk, regardless of conditions. The Port makes no warranty, either expressed or implied, as to the suitability of Premises or Marina access road, or water depths within or near the Port Marina Basin. Water depth will vary continually because of the volume of river flow and weather conditions. Permittee should take soundings on a regular basis to ensure the safety of the vessel.

Right of way on the Jetty or Marina Road shall not be blocked, obstructed, diminished, or restricted by Permittee without Port approval; however, Permittee shall have the right to temporarily stage up to 4 buses on the jetty and Marina Road when its ships are in port. Permittee may also place temporary signage and temporarily cordon off sections of the boarding area while its ships are in port. Permittee recognizes that Jetty or Marina Road may be temporarily blocked, obstructed, diminished, or restricted by the Port, or one of its permittees, licensees, or lessees, without Permittee approval, which shall not be unreasonably withheld. Permittee agrees to comply with all state and federal laws, municipal ordinances, and rules applicable to Permittee's conduct. This agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Court venue for any dispute will be in the Circuit Court of Hood River County, Oregon.

In the event of docking schedule conflicts, the Port of Hood River will have final authority in assigning dockage or landing space in the Port's discretion. The Port encourages communication among captains and with the Port for resolution.

This agreement shall be valid from the date both parties have signed, stated below and continue during the remainder of the permit duration, unless earlier revoked. The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the permit, as set forth herein following notice to Permittee specifying the non-compliance and Permittee's failure to remedy the non-compliance within 30 days of Permittee's receipt of such notice.

Taxes and Assessments: If, as a result of Permittee's activities at or occupancy of the Premises, or as a result of this agreement, any real property taxes or governmental assessments are payable by Port, Permittee agrees to pay such taxes or assessments or to reimburse Port if the Port pays them.

Attached Exhibits: Two pictures outlining the general location of the Premises and Shared Use Area are attached to this agreement labeled Exhibit "A". The approved docking schedule is attached to this agreement and labeled Exhibit "B".

Each person signing this agreement represents and warrants they have the right to do so on behalf of the entity they are signing for.

THE ABOVE CONDITIONS ARE AGREED TO.

DATED: _____, 2023

PERMITTEE, LINDBLAD EXPEDITIONS LLC

PORT OF HOOD RIVER

Signature: Crystal Cope

Signature: Kevin M. Greenwood

Lindblad Expeditions Port Operations Manager

Executive Director, Port of Hood River

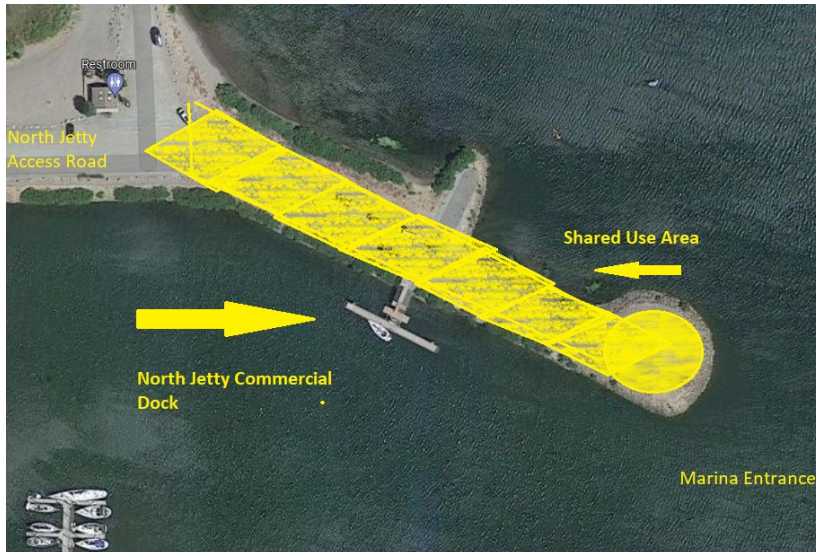
2505 2nd Ave, Suite 300
Seattle WA 98121
(206)-403-1509
crystalc@expeditions.com

1000 E. Port Marina Drive
Hood River OR 97031
(541) 386-1645
www.portofhoodriver.com
waterfront@portofhoodriver.com

Access Road and Premises as of 1/1/2023: Exhibit "A"



Shared Use Area:



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Commission Memo



Prepared by: Daryl Stafford
Date: January 10, 2023
Re: Hood River Yacht Club Lease

The Hood River Yacht Club (HRYC) has been a tenant of the Port since 2012. They lease the south half of the Marina Maintenance Building (839 s.f.) for club activities, and the fenced storage yard (6,340 s.f.) for boat storage. Their current lease expires January 15, 2023.

The rent for the HRYC has been the same since 2019. Staff recommends a one-year lease with a 10% increase in their rent and utilities and a proposed 6% CPI increase if the lease is extended.

RECOMMENDATION: Approve Lease with Hood River Yacht Club in the Marina Maintenance Building for the term 2023-2024.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor," and **HOOD RIVER YACHT CLUB, INC.**, hereinafter referred to as "Lessee."

Description. In consideration of the covenants of the parties, Lessor leases to Lessee approximately 839 square feet of space in Lessor's building commonly known as the Port Maintenance building ("Building") and adjoining 6,340 square feet of fenced yard, located at the Hood River Marina (collectively, "Leased Premises").

Building Address: Port Maintenance Building
 Hood River Marina
 Hood River, OR 97031

Approximate Square Footage: 839 s.f. building + 6,340 s.f. yard area

The Leased premises are identified in the attached "Exhibit A".

Term: The lease term shall be for the period commencing on **January 15, 2023** and continuing through **January 15, 2024**.

Rental Rate: Monthly Rent for the Leased Premises will be the following Monthly Base Rates, plus the applicable Consumer Price Index (CPI) Rate Adjustment, as set forth below:

Space	Square Footage	Monthly Rate Per SF	Monthly Base
Building	839	\$0.81	\$679
Yard	6,340	\$0.00	\$0.00

All rental amounts are payable in advance on the first day of each month, beginning on the date Lessee is entitled to occupy the Leased Premises. However, if the lease does not begin on the first day of a month, rental for the first month shall be prorated to reflect the actual number of days in that month that the lease is in effect and shall be payable immediately.

Starting on January 15, 2023, including any extensions of this lease, monthly rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a 6% Consumer Price Index (CPI).

Use: Lessee shall use the Leased Premises for yacht club and other community-based club's membership meetings, marine and safety instruction, dry land vessel storage, and for activity reasonably related thereto. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.

Taxes: Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises, and all real property taxes assessed against all inside and outside common areas of the building based on the amount of lease space occupied by Lessee as a percentage of the total lease space in the building. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee's occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes

otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of Port property on June 30, that Port property is taxed for the entire subsequent fiscal tax year "as a result of Lessee's occupancy." Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor's bill.

Utilities: Lessee shall pay a \$105 monthly fee for utility usage, payable in advance on the first day of each month. Lessor shall provide and pay for sewer, water and garbage service for domestic purposes. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the leased premises.

Liability Insurance and Hold Harmless Agreement: Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

Fire Insurance and Waiver of Subrogation: If the Leased Premises or building where the Leased Premises are located are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the Leased Premises or building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue, and Lessor shall return the Leased Premises or building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or building related to repairs undertaken by Lessor. Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

Lessee/Lessor Covenants: Lessee shall not do anything which may damage the Leased Premises or any systems in the building or other areas surrounding the building. Lessee shall not be a nuisance or a menace to other tenants in the building. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises, and to comply with reasonable rules adopted by Lessor which apply to all tenants of the building.

Lessee shall not attach any fixtures or make any improvements or alterations to the Leased Premises without describing them in writing and receiving Lessor's prior written consent. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises.

Lessor shall maintain the building roof, bearing walls, exterior walls, windows and the drainage, plumbing, electrical, and heat and cooling systems installed by Lessor to the point at which they enter the Leased Premises. Lessor shall maintain exterior common areas and landscaping and provide ice and snow removal in the parking area outside the Leased Premises [within a reasonable time after the Lessee requests removal].

Quiet Enjoyment: From the date the lease commences Lessee will have the right to use the Leased Premises consistent with this lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

Care of Leased Premises: Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.

Fixtures and Personal Property: Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

At the expiration or earlier termination of the lease term Lessee shall remove all furnishings, furniture, equipment, goods of any kind and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may facilitate a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the

cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

Signs: Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.

Lessor's Access to Premises: Lessor shall have the right to enter upon the Leased Premises at all reasonable hours 24 hours after e-mail or verbal notice to Lessee has been given or the purpose of inspecting the Leased Premises or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. If Lessor deems any repairs reasonably required to be made by Lessee, Lessor may give notice that Lessee shall make the repairs within 30 days or immediately in an emergency involving public health and safety, and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof. No notice for access is necessary to protect public health and safety in an emergency.

Entire Agreement Amendments: This lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

Waiver: One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

Assignment: Lessee agrees not to assign or in any manner transfer this lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without likeconsent. Lessor will not unreasonably withhold its consent. This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. Any transfer of an ownership interest in Lessee of fifty percent (50%) or more will be deemed an assignment.

Default: Time is of the essence of performance of all the requirements of this lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

Holdover: If Lessee does not vacate the Leased Premises when the lease term expires, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, and at a rental rate equal to the rent last payable by Lessee during the lease term. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply. If a month- to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than 10 days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this lease or by law with respect to month-to-month tenancy.

Notices: Whenever under this lease a provision is made for notice of any kind to Lessee, it shall be deemed sufficient if such notice is made via e-mail. Notices shall be delivered to Lessee's registered agent, to the person signing the lease, or to Lessee's Commodore, who at the date of this lease is:

Tyler Bech tyler@bechmarine.com

or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, e-mail to the Executive Director is sufficient or delivered personally to the Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease.

Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

Dispute Resolution. Any dispute involving this lease may be resolved by mediation. If the parties agree to use a mediator, they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.

Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this day of: _____, 2023.

Lessee:
Hood River Yacht Club, Inc.
PMB #147
2149 Cascade Ave. Ste. #106A
Hood River, OR 97031

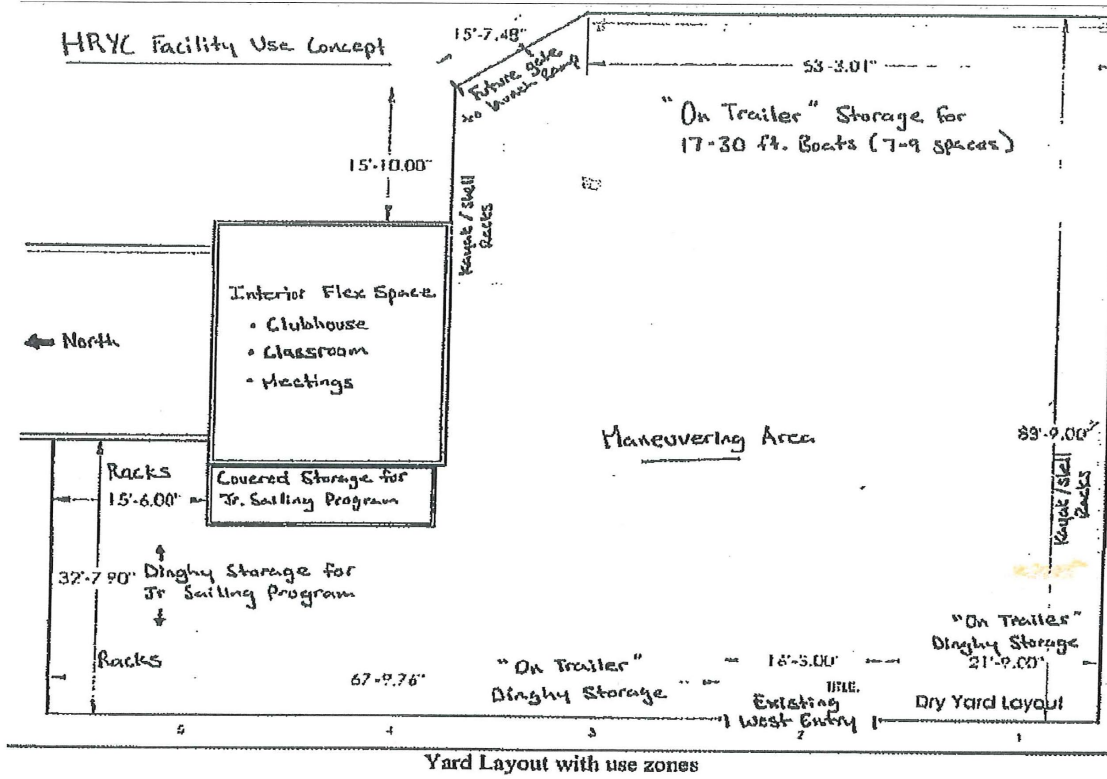
Lessor:
Port of Hood River
1000 E. Port Marina Dr.
Hood River, OR 97031
(541) 386-1645

BY: Tyler Bech, Commodore HRYC

BY: Kevin M. Greenwood, Executive Director

Exhibit A

"Use zones" are concept only. Facility measurements are correct.



Commission Memo



Prepared by: Genevieve Scholl
Date: January 10, 2023
Re: VToll Billing Cycle Timeline

In 2019, the Commission approved two Resolutions establishing a fee schedule for Video Tolls (“VTolls”), a new toll collection process enabled by the implementation of the License Plate Recognition (“LPR”) system at the Hood River toll lanes. A VToll is issued whenever payment, either in cash, credit card, or via a pre-paid Breezeby account, is not made at the time of crossing. This is an automated process triggered at the time of crossing, culminating in an invoice for unpaid toll sent via USPS to the registered owner of the vehicle, and the address listed on the registration. Currently, the Port requires payment in full within 10 days of issuance of a VToll invoice, after which a \$20 late fee is applied. Then, if no payment is received within 30 days of the second notice, the account is transferred to collections and additional collections fees are added.

Since 2019, staff has identified a set of circumstances in which VToll invoices could be issued in error, including incorrect vehicle license plate information on a Breezeby account, or cash-paying or Breezeby customers proceeding out of the toll plaza before a green light indicates payment is received. Additionally, customer service staff has noted that a 10-day turn around for mailed payments is insufficient for mail delivery to and from the customer, even with a same-day response. This has resulted in increased customer service staff time to resolve errors and customer complaints to address the short timeline.

The attached Resolution 2022-23-4 adjusts the VToll billing cycle timeline to allow 30 days to pay the first invoice, and 90 days before an account is sent to collections. Port legal counsel and P-Square have both reviewed the Resolution.

RECOMMENDATION: Approve Resolution 2022-23-4 Approving Changes to the VToll Billing Cycle Timeline.

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PORT OF HOOD RIVER

Resolution No. 2022-23-4

Approving Changes to Video Toll Billing Cycle Timeline

Whereas, on December 19, 2019, the Port Commission approved Resolution No. 2019-20-2, adopting BreezeBy Terms and Conditions, the Port's electronic tolling system;

Whereas, Resolution No. 2019-20-5 authorized and Resolution No. 2019-20-6 affirmed late fees of \$20 as a civil penalty if the non-BreezeBy customer does not pay the billing within ten (10) days of the first billing;

Whereas, the Port Commission desires to clarify that if non-BreezeBy customer fails to pay at the toll facility, BreezeBy Terms and Conditions apply to the vehicle;

Whereas, BreezeBy Terms and Conditions, Section 6.0 Video Tolls (Vtoll) states that a bill is sent to the registered owner within seven (7) days of the crossing. If no payment is received within ten (10) days of the date of the invoice, a \$25 civil penalty is added and a second notice is sent. If after 30 days of the second notice, no payment is made, the account is transferred to collections and additional collections fees are added; and

Whereas, the Port Commission desires to extend the time allowed to receive payment of the original toll from ten (10) days after the date of the first invoice to thirty (30) days, to apply the \$25 civil penalty on the 30th day after the first invoice if the account remains unpaid, and to refer accounts that remain unpaid to Collections not until the 90th day the account remains unpaid;

AND, NOW THEREFORE:

The Port of Hood River Board of Commissioners ORDER the following:

1. If a motorist fails to pay at the toll facility, a Video Toll ("VToll") billing process will be initiated.

A VToll is a bill of sale of a toll lane use when the motorist fails to pay the required toll either via electronic toll collection or manual payment at the toll facility. It may also occur when a Breezeby customer's account has a negative balance or has insufficient funds.

1. If a vehicle license plate passes through the toll facility without payment being made either via manual toll collection or electronic tolling or a negative balance in a BreezeBy account, the Vtoll system will transmit a letter/invoice to the registered owner of the vehicle passing through the toll facility, seven (7) days from the initial occurrence. The customer will have thirty (30) days from the

date of the letter/invoice to make payment based upon the methods (i.e., check by mail, phone in payment, online BreezeBy App payment) outlined in the letter. The invoice will have an ancillary fee of \$3 per invoice. The ancillary fee is charged to recover pass-through costs to the Port for the ability to issue an invoice to a customer.

2. If payment is not received after the thirty (30) day payment period, a second letter/invoice will be issued to the customer, charging a late fee of \$25 in addition to the tolls, and ancillary fee outlined in the first letter/invoice.
 3. If payment has not been made within 90 days from the original invoice, the account will be transferred to Collections.
 4. When an invoice for a vehicle registered in Oregon is sent to Collections, to the extent possible under applicable law, a Hold will be placed on the registration with Oregon DMV. This hold will be removed once payment is made.
-
2. The Breezeby Terms & Conditions Section 6.0 is hereby amended to reflect the billing cycle timeline changes only.
 3. Fees identified in this resolution may be adjusted by subsequent Commission action.

ADOPTED BY THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS on this 5th day of January 2023.

Ben Sheppard, President

ATTEST:

Michael Fox, Secretary

Commission Memo



Prepared by: Daryl Stafford
Date: January 10, 2023
Re: Event Fee Waiver Policy

Special event and use agreement fees are required for organized events on Port property. The Commission and the Executive Director have the authority to waive these fees under certain circumstances. Historically, the Port has not charged fees for youth school district athletic or veterans' events.

Issue #1 Outdated Event Fee Waiver Policy: The last revision to the Port's Donation and Fee Waiver Policy was in 2014. In the spring of 2022, the Port Commission directed staff to update the policy for better clarification to outline the process for organizations requesting a fee waiver or reduction, to set forth guidelines and establish parameters for waiving or reducing park use and event fees, and to provide a reliable, consistent, equitable means for event sponsors to apply.

Staff researched other public agencies policies and procedures to establish common practices and took into consideration the Port's current strategic business plan when making the recommendations for the updated policy.

Key takeaways/updates that are suggested for the policy:

- Maximum fee waiver amount \$500 per organization per year.
- Waivers are for Intergovernmental Agencies and Non-Profits only unless it is a Port sponsored community event.
- Organizations must be based in the Port District area and if proceeds are raised at least 60% need to go back into the Port District/Hood River community.
- Fee waivers will not be granted for the Event Site May 1- October 1 on Fridays, Saturdays, or Sundays.

The attached Resolution 2022-23-5 would establish the staff recommended changes to the Policy.

Issue #2: The Port does not have a Concession Fee waiver policy

Staff seeks Commission direction regarding Concession fee waivers. We have two concessions that are non-profits that offer youth sports programs that are given 100% fee waivers, and we have two concessions that are non-profits that offer youth sports programs that pay a fee. There currently is not any policy in place for this, it was previously at the discretion of the Executive Director.

1. Would the Commission like to continue offering fee waivers for non-profit youth sports programs?
2. If so, what is the criteria and for what amount?

Background info:

The Port has 2 non-profit youth programs for which concession fees are waived:

1. **CGW2 Gorge Groms (CGW2)**- The Columbia Gorge Wind and Water Association has 3 cargo trailers that they park at the Hook and leave loaded with gear for their youth/family program. Members of the CGWA can pay \$65 per year for their entire family to have access to all gear needed for windsurfing, and it's stored right on the beach.

The Port has issued the CGW2 annual six-month Use Agreements and has not charged any fees in the past because the Hook used to be a low use area. Now that the Hook has become one of the busiest locations on the waterfront, the use of the area is at a premium. The other two vendors at the Hook pay \$2,640 rent for the season for each of their spaces that are similar in size.



2. **Gorge Jr. Sailing Program (GJS)**- This program runs youth programs for ages 5-16 beginner, intermediate, and advanced sailing lessons that are typically run during a 7-week window in July and August . They utilize 2 floats on the South Basin Dock for their boats (1.5 bays) and the HRYC building to host the kids for a meeting place and dry land training. Most of the classes are for 5 days and cost \$305. They work closely with the HRYC and use some of their dock space when running classes, and the HRYC that hosts the High School Sailing team uses the GJS space when they aren't running their programs.

The Port has issued GJS annual Use Agreements for the dock space and has not charged any fees in the past. The HRYC pays \$3,000 per year for dock space (3.5 bays) in that location that they manage and rent out to their members and use for the High School Sailing Team.

The Port has five spaces for vessels 20' and under that are offered to the public through a seasonal lottery from May 1-Nov 1 for a cost of \$1,041 each.



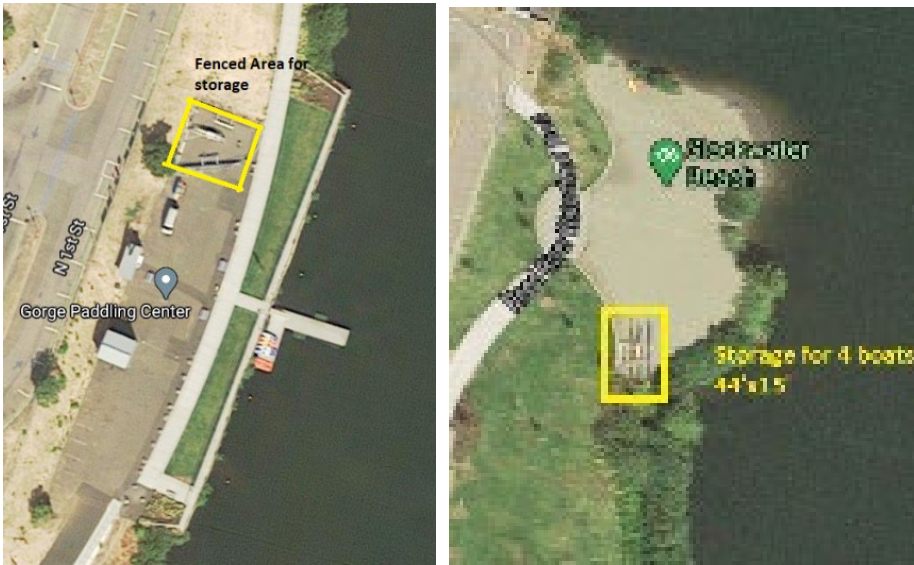
	Annual Cost per space	Quantity	Total	Annual Amount Billed
South Basin Dock				
Port Seasonal Lottery Slips	\$ 1,041.00	5	\$ 5,205.00	\$ 5,205.00
Gorge Jr. Sailing Dinghy storage bay	\$ 1,000.00	1.5	\$ 1,286.00	
HRYC Dinghy Storage Float bay	\$ 1,000.00	3.5	\$ 3,000.00	\$ 3,000.00
Float Plane Storage	\$ 1,487.00	1	\$ 1,487.00	\$ 1,487.00
Concession Jet Ski Storage	\$ 150.00	18	\$ 2,700.00	\$ 2,700.00

Staff is currently working with the Hood River Yacht Club to see if they have any interest in adding the Jr. Sailing dock area to their South Basin Dock lease that is up for renewal in March. If they took over the additional dock space for a fee, they could work out payment with Jr. Sailing. When the Jr. Sailing program isn't running, they could use the dock space for the High School Sailing Team and club members.

The Port has two other non-profits that offer youth programs that are considered concessions that rent space from the Port that do not have fee waivers or reductions:

- 1. Hood River Outrigger Canoe Club (HROCC)-** The canoe club rents an area that they fence in to store their boats along with a space on Frog beach for their bigger boats. They have a 2-year lease that expired 11/1/2022 and paid \$1,225 for last season. The

HROCC runs youth beginner programs and 18 years and under practices, however most of their members are adults.



- 2. Wyde Wind and Water (WWW)-** This is a non-profit organization that runs SUP, Water Safety, and Wing Foiling youth programs June – August for ages 8-19, and is located on the Lower Event Site Dock. They have an annual lease and paid \$1,500 for the space in 2022. The kids water safety programs were funded by Head Start and the local schools, and the cost to attend was free. Over 200 kids attended these programs in 2022. The 2x per week for 6-week SUP kids team programs are \$200 if you have your own gear, and \$350 if you need gear.

Similar size space is rented to one of the Kite School Concessions for \$1,760 on the upper Event Site Dock.



Staff recommends that Concession fee waivers are considered for non-profit youth sports programs that are based in the Port District and may be adjusted by a separate action of the Commission. The criteria would be the same as the Event Fee waivers not to exceed \$500 per organization per year.

RECOMMENDATION: Approve Resolution 2022-23-5 Amending the Port Donation and Fee Waiver Policy.

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RESOLUTION NO. 2022-23-5

Amending the Financial Administrative Policies and Procedures to Address Donations and Fee Waivers

WHEREAS, the Port of Hood River has financial administrative policies and procedures; and

WHEREAS, the Port has a Donation and Fee Waivers Policy to enable waiver of some fees for certain non-profit and youth-related events held on Port properties; and

WHEREAS, the Port's 2021-2026 Strategic Business Plan calls for review of such policies as they relate to financial self-sustainability of the Port Marina, Airport, and Waterfront Recreation properties and operations; and

WHEREAS, the last review of the Donations and Fee Waivers Policy was in 2014; NOW
THEREFORE

BE IT RESOLVED:

Section 1. Amend the Financial Administrative Policies and Procedures to include the following:

Purpose

The Port of Hood River owns open space and event sites that are used by the public and organized groups for recreational activities and events. Use Agreement and Event Permit fees are assessed to partially offset the cost of management and maintenance of those properties. On occasion, the Port is asked by various groups to waive facility/park fees for special events. To support recreational activities and events, and to achieve Port goals, the Port may waive or reduce its standard user fees on a case-by-case basis. The Port recognizes the importance of supporting community events, programs and celebrations providing a community benefit and improving overall cultural connection and enrichment opportunities for the Hood River community.

This policy is designed to set forth guidelines and establish parameters for waiving or reducing park use and event fees, and to provide an equitable means for event sponsors to apply for fee waivers or reductions. This policy describes the criteria for fee reductions or waivers, and expressly prohibits cash donations. Current user fees are described in the most recent Event Rules, Regulations, Fees and Requirements document.

1. General Principles

The granting of waivers is dependent upon budget and operating impacts. To the extent a reduction or waiver can be granted without negatively impacting the Port's budget or operations, this policy will guide Port Commission and staff discretion.

- There is a limit of one (1) fee waiver/reduction for an event, organization, or activity within a twelve-month period.
- A fee waiver/reduction may be available for a variety of events including sporting, tourism, cultural, general, and major community events and activities.

- Fee waivers/reductions are for Port facility permit or use agreement fees only. Direct costs, including but not limited to traffic control and parking, Port staff time, sanitation, or other Port fees are not eligible for a waiver or reduction under this Policy.
- Due to statutory limits on the use of public funds, the Port will not make cash donations for any purpose. Port of Hood River parking passes and electronic tolling transponders are considered the same as cash.

2. Responsibility

A fee reduction or waiver may be granted by the Port of Hood River Commission if the event or use agreement is compatible with Port priorities and meets other criteria described below. The Executive Director has the discretion to reduce facility permit fees up to 50% (maximum value of \$500 per organization per year) and to waive use agreement and event fees for non-profit groups associated with youth sports activities based in our community not to exceed \$500 per year.

3. Considerations

Any applicant requesting an event fee reduction or waiver must fall within the following categories:

- a. Intergovernmental Cooperation- The Port may waive fees for Intergovernmental cooperation for special events or temporary uses when the applicant is another government agency, and the use is related to the performance of its normal functions and is a benefit to residents of the Port District.
- b. Non-Profit Organization- The Port may waive fees for non-profit organizations. The activity must show a community benefit to the residents of the Port District or surrounding communities. The organization must submit their written policy showing that they do not deny participants due to their inability to pay registration or participation fees.
- c. Official Port Co-Sponsored Event that benefits the community, such as the fireworks for the 4th of July Fireworks celebration.

No fee waivers will be granted for the Event Site on any Friday, Saturday, or Sunday from May 1st through October 1st.

Consideration will be given to events that meet the following criteria:

- Are produced by not-for-profit organizations and non-profit entities that have a documented federal 501(c)(3) status or similar non-profit status under state law; and
- The event, program, activity, or improvement is of public benefit to the Port District and/or surrounding community, or a sizable portion of its residents; and
- The sponsoring organization must be based inside the Port District boundary (unless the demonstrated benefits are primarily to the residents of the District); and
- If fundraising is involved, the organization must demonstrate that at least 60% of the funds raised will be of general benefit to the Hood River Community; and
- The event, program, activity, or improvement is free and open to the public; and
- The event, program, activity, or improvement does not significantly impact Port departments, services, operations, or activities; and

- Requested use of facility/property does not conflict with or impede other facility reservations and or Port operations.

The event must acknowledge the Port of Hood River’s support and assistance in all event promotional materials.

Events/Activities Not Eligible for Waiver or Reduction:

- For-profit organizations or groups, or commercial events;
- Facility/park rentals that are for private use or that are for private events, programs or activities;
- Organizations based outside of the Port District;
- Organizations that discriminate on the basis of race, gender, age, color, religion, disability status, marital status, sexual orientation or transgender status, or ethnic or regional nationality.
- Events organized by groups or individuals that are unincorporated.
- Events that provide no direct community benefit;
- Events or activities that are not open to the public, whether or not a fee is charged;
- Projects or organizations who have failed to fulfill their obligations during previous events or activities for which Port facility permit fees were waived or reduced.

Fundraising for the benefit of an individual or a family for purposes such as scholarships or memorials (illness, injury, etc.) will not be considered for fee waivers.

4. In-Kind Services

In-kind services may be authorized at the discretion of the Executive Director so long as the aggregate cost of staff and materials does not exceed \$500 for any single activity.

5. Non-Profit Concession Fee Waivers

Concession fee waivers or reductions for non-profit community youth sports programs based in the Port District may be adjusted by a separate action of the Commission. The same criteria for Event fee waivers apply, with a \$500 maximum value per organization per year.

6. Other Obligations

Any reduction or waiver of Port facility permit fees will not affect the applicant’s obligation to comply with remaining qualifications, restrictions and criteria of this Policy, to pay other Port costs, or to provide a security deposit or insurance as required.

Applicants that fail to abide by the Port policies and procedures will be ineligible to receive future fee waivers or fee reductions for a period of at least one (1) year.

7. Acknowledgment

All recipients of a fee waiver or reduction shall acknowledge the Port of Hood River when feasible in all publicity relating to the event or activity. Acknowledgment includes Port logos and statements in advertising and promotional material, media releases and in other promotional contexts. Promotional commitments should be described in the event application.

8. Requirements/Procedures

Fee waivers must be submitted using the application form on the Port of Hood River's website:
<https://portofhoodriver.com/waterfront-recreation/events/>

Requests for a fee waiver or reduction must be made in writing, using the Application Form attached to this Policy and delivered, along with a copy of the organization's IRS 501(c) determination letter. Complete the application in its entirety; incomplete applications will not be considered. If you need additional space for your justification statement, please attach additional pages.

Applications must be submitted at least 60 days prior to the event, but not more than 6 months prior to the event. The Executive Director or Port Commission shall determine eligibility and make a decision within 45 days of receipt of the request.

Section 2. Fees identified in this resolution may be adjusted by subsequent Commission action.

ADOPTED BY THE BOARD OF COMMISSIONERS this 10th day of January, 2023.

Ben Sheppard, President

ATTEST:

Michael Fox, Secretary

Proposed Event is (check applicable items):

- Charitable
- Music or performing arts
- Youth amateur sports
- Youth development (e.g. 4-H, Scouts, etc.)
- Race
- Athletic Sports
- Social Welfare
- Public health or safety
- Recreational
- Tournament
- Port co-sponsored
- Educational

Fee charged to participants: \$_____

Anticipated attendance:

Open to the public: Yes No

Why are you requesting the rental fee waiver/reduction? (applications are not complete without an event budget).

Please identify how your organization benefits the Port of Hood River and the residents of our community:

Will the event create revenue generating opportunities for local Hood River businesses? If so, how?

CHECKLIST:

- Submission date is at least 60 days prior to event?
- IRS letter of determination attached
- Event budget attached

OFFICE USE ONLY:

Executive Director Review
 Recommended: Yes No
 Date_____Initials_____

EVENT BUDGET

REVENUE	AMOUNT	EXPENSES	AMOUNT
Earned Income		Personnel	
• Merchandise Sales		Supplies	
• Admission			
• Food & Beverage Sales			
		Rentals	
		• Facility	
Donations		• Equipment	
Sponsorships		Advertising	
Other Revenue		Other Expenses	

TOTAL EVENT REVENUE _____

TOTAL EVENT EXPENSES _____

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Commission Memo



Prepared by: Genevieve Scholl
Date: January 20, 2023
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp (November and December 2022)	\$33,055.00
Attorney services per attached summary	
Campbell Phillips PC	\$6,632.50
Attorney services per attached summary	
TOTAL ACCOUNTS PAYABLE TO APPROVE	\$33,687.50

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JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED
 TARJETAS DE CREDITO ACEPTADAS

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

Page: 1
 January 03, 2023
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS					
JJ	3,805.00	0.00	0.00	0.00	\$3,805.00
ORDINANCE #23	0.00	925.00	0.00	0.00	\$925.00
BRIDGE SOFTWARE (P Square Solutions)	0.00	600.00	0.00	0.00	\$600.00
NORTHWEST PIPELINE EASEMENT	100.00	0.00	0.00	0.00	\$100.00
BARMAN PROPERTY	100.00	25.00	0.00	0.00	\$125.00
PROFESSIONAL SERVICES SOLICITATIONS	8,725.00	1,175.00	0.00	0.00	\$9,900.00
BISTATE BRIDGE COMMISSION (OR)	8,950.00	8,450.00	0.00	0.00	\$17,400.00
PORTWAY STORMWATER PIPELINE PROJECT	200.00	0.00	0.00	0.00	\$200.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
<u>21,880.00</u>	<u>11,175.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$33,055.00</u>

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND
PAYMENTS RECEIVED THROUGH THE 31st OF DECEMBER
UNLESS OTHERWISE STATED**

Tabs3 Summary Accounts Receivable Report
Campbell Phillips PC

	0-30	31-60	61-90	91-120	121-180	181+	Bal Du
2000.001 M Port of Hood River - Admin	5,980.00	0.00	0.00	0.00	0.00	0.00	5,980.00
RE: Admin - General							
2009.001 M Port of Hood River - Real Estate	652.50	0.00	0.00	0.00	0.00	0.00	652.50
RE: Real Estate - General							
	0-30	31-60	61-90	91-120	121-180	181+	Bal Du
TOTALS	6,632.50	0.00	0.00	0.00	0.00	0.00	6,632.50

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Commission Memo



Prepared by: Kevin Greenwood
Date: January 10, 2023
Re: 2023 CHUBB Bridge Policy

Scott Reynier, the Port's local insurance carrier, will be attending tonight's meeting along with representatives from Durham and Bates (David Hearn, Vice President) and CHUBB (Brendan McGowen, VP). Durham and Bates is the broker for the policy and CHUBB Insurance is the carrier providing the actual policy. Reynier shared the following comments to staff in preparation of the presentation:

1. 2023 marks the end of a 3-year rate guarantee, this option created a large cash savings over the past 36 months, this type of agreement is no longer available due to changes in market conditions
2. Top of page 10 of the proposal shows the rate change from \$0.198665 per hundred in 2022 to \$0.218532 per hundred in 2023
3. Physical Damage Valuation for the "Bridge Structure" increased \$140,818,971.00 in 2022 to \$148,845,652.00 in 2023 (bottom of page 12)
4. The Loss of Revenue limit was increased from \$18,750.00 for 36 months to \$23,579,236.00 in 2023 (bottom of page 12)
5. TRIA (Terrorism Protection) has always been declined by the commissioners If elected this year the premium would be \$18,840.00 (page 10)
6. Keeping in mind that the Physical Damage coverage has been increased by just over \$8mill and the Revenue protection increased by \$5mill both impact the renewal premium
7. Renewal Premium for 2023 \$379,729.00 (expiring premium \$319,485.00) (page 10)


Scott, David and Brendan will be in attendance to discuss elements of the policy.

RECOMMENDATION: Approve the CHUBB Bridge Insurance Policy for 2023 as presented in an amount not to exceed \$379,729.

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PROPOSAL

 Creating lasting partnerships through complex risk management and employee benefit solutions

Prepared For:

Port of Hood River

Presented: December 12, 2022



THANK YOU

FOR PARTNERING WITH US!

Connections exist everywhere you look. So do risks, exposures, and impediments that can stop businesses in their tracks. Durham & Bates clears hurdles, and locks down the connections you need to make sure business can happen.

As risk management specialists, our firm provides a diverse set of capabilities to help you manage risks, support your people, and bring projects and programs together. We work across industries, oceans, and distances big and small to help ensure that the decisions you make stay true.

Being able to integrate strategy and speed in the world of risk management requires skill, ingenuity, and trust. Doing so with seamless operations and effective decision-making only happens after decades of practice.

Durham & Bates

Durham & Bates Account Service Team

For more than 100 years we have been distinguished by our reputation of providing world-class service and unparalleled technical knowledge. We are independent, local and employee owned. We believe the Durham & Bates culture is unlike any other brokerage; one where every associate feels valued and respected for their unique contributions.

No matter how comprehensive or competitively priced your insurance program is, you still need people to provide ongoing service. The individuals who make up your account servicing team include some of the industry’s finest professionals. Our insurance experts know that you expect and deserve the best.

These are the individuals who will be handling your account:

Senior Vice President	David Hearn, CIC
Direct Telephone	(503) 796-1640
Email	davidh@dbates.com

Assistant Vice President	Dara Reffitt, AIS, CISR
Direct Telephone	(503) 423-9491
Email	DaraR@dbates.com

Claims Advocate	Becky Karns
Direct Telephone	(503) 796-1649
Email	beckyk@dbates.com

CEO	Jeremy Andersen
Direct Telephone	(503) 796-1642
Email	jeremya@dbates.com



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Important Notices

Our goal is to help you become fully aware of many complicated insurance issues which affect your insurance coverage. Please review the following and feel free to discuss these with your Account Executives.

- This insurance proposal is prepared for your convenience. It should not be considered an exact or complete analysis of any policies, or legal evidence of insurance and this is not a contract. The policy terms, once issued, will control the insurance contract without regard to any statement made in this document. For specific terms, conditions, limitations and exclusions, please refer to actual coverage policy forms.
- Some policies may contain aggregate limits, which are the maximum amount the insurer will pay for all covered claims during each policy term. Higher limits of liability may be available. Please contact us to discuss options available to you.
- In your business transactions you may be asked to sign leases, contracts or other written agreements which may transfer financial obligations to you. We suggest you have your ATTORNEY and ACCOUNTANT review these documents prior to signing them. Be certain to forward copies to this office so we may assist with any insurance requirements to properly address these exposures.
- This proposal is based on exposures to loss that were made known to us. All changes of exposures must be reported by you to ensure proper coverage is in effect.
- "Coverage territory" for all policies is the United States, its territories and possessions, Canada, and Puerto Rico, unless specifically stated.



WE BUILD

EXPERIENCES

Business is all about action, movement, and the intangibles that help teams push past obstacles.

Important Notices (Cont.)

- Property values such as building or real property, business personal property (previously known as contents), loss of income and extra expense limits used were those presented or authorized by you. Please carefully review these limits for accuracy. The actual cost to rebuild the structure or replace the personal property may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. The agency makes no assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace personal property. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified company or builder who is able to provide replacement cost estimates.
- Our review of any contract you provide is not a legal review. We may review contracts to provide advice as it applies to insurance and surety requirements. Nothing in this review should be construed as a promise of insurance coverage for any specific claims or circumstances. Construction contracts in particular may have broadly stated indemnification and hold harmless clauses that may not be insured. Contracts should be reviewed and modified by competent legal counsel to reflect variations in local law and the specific circumstances of your contract.
- Durham & Bates Agencies, Inc. has Profit Sharing Agreements with many of our major insurance company partners, which may provide compensation in addition to commissions. These agreements are designed to reward our agency for providing quality accounts to the insurance company. Profit Sharing Agreements are never tied to a specific account, but rather multiple factors are evaluated by the insurer and applied to the entire book of business.
- Durham & Bates Agencies, Inc. also has Profit Sharing Agreements with the premium finance company partners we work with. These lenders may compensate us for assisting our clients in arranging the financing of insurance premiums.

Policy Delivery Options

Our goal at Durham and Bates is to exceed your expectations. This means offering service options that work best for you and your company.

Welcome to Durham and Bates' D&B 24/7 Client Portal.

The D&B 24/7 Client App is available in both Apple and Google Play

Due to increased cyber and privacy issues involved with email as well as providing enhanced client service experiences, we are now making all of your various insurance documents available to you through our '**D&B 24/7' Client Portal and Client App**. This offers the most secure access to your insurance documents and in real-time from any computer as well as your iPhone/Android device.

D&B 24/7 - Added services, including:

- Access to your Insurance Policies, Endorsements, Audits and related documents
- Print or reprint Automobile ID cards
- Reprint any previously issued Certificate of Insurance
- Issue your own insurance certificates (available upon request)

When your policies are ready, your service team will provide you with your login information as well as an easy step-by-step guide.

If you would like to receive your insurance documents in a format other than through **D&B 24/7 Portal or App**, we are happy to provide them in these other optional formats:

- 1) **Email or A Secure Email Link** – Convenient and timely delivery by email or secure link, allowing you to print and/or electronically store the policies and an insurance summary easily. All subsequent endorsements to a policy are delivered electronically via email or D&B 24/7 Client Portal.
- 2) **USB Flash Drive/Thumb Drive** – We can also provide policies via flash drive; the drive would be delivered or mailed to you and include the insurance summary. All subsequent endorsements to a policy will be delivered electronically via email or D&B 24/7 Client Portal.
- 3) **3-Ring Binder** – A paper copy of each policy can be provided in a standard 3-ring binder and could include the insurance summary. All subsequent endorsements to a policy will be delivered electronically via email or D&B 24/7 Client Portal.

Please let us know which format works best for you and we will deliver the policies in accordance with your selected method.

Important Notice Regarding Certificates of Insurance

- A certificate of insurance is evidence of insurance coverage. You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others. Some of these obligations are not covered by insurance. You should review these with competent legal counsel.
- Contracts, leases and agreements you sign may have indemnification and other requirements that cannot be addressed by an insurance policy. We recommend that these be reviewed by you and your legal counsel.
- In addition to providing a Certificate of Insurance, you may be required to name your client or customer on your policy as an Additional Insured. This is possible only with permission of the insurance company and, in some cases, an additional premium.
- There are other consequences including:
 - Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
 - Your policy may provide higher limits than required by contract; your full limits can be exposed to the Additional Insured.
 - There may be conflicts in defense when your insurer has to defend both you and the Additional Insured.
- As your agents, we will obtain or issue certificates of insurance at your request. However, we can only evidence coverage that is included in your policies.
- Please be aware that many insurance contracts will provide automatic Additional Insured coverage to your client or customer only when required in a written and signed contract. Discuss with your broker any situations where you do not have an obligation through a signed written agreement.

Terrorism Coverages

TRIPRA Option

TRIA (Terrorism Risk Insurance Act) signed into law in 2002 became TRIPRA in 2007 (Terrorism Risk Insurance Program Reauthorization Act) and was then renewed again in 2015. This provides for Federal government reinsurance in the event of a certified act of terrorism. TRIPRA imposes important responsibilities on insurers to make some limited terrorism coverage available in covered commercial lines policies and to disclose to its commercial lines policyholders each time a policy is "offered and renewed". Covered policies under TRIPRA include most commercial lines property and casualty policies except commercial auto, burglary and theft, surety, farm owners' multi-peril, livestock, and professional liability.

Participating insurers must pay a deductible before federal assistance is available when a loss occurs due to a terrorism act. Deductibles applicable during specific periods are detailed in the TRIPRA. The program covers aggregate insured losses up to an annual limit of \$100 billion. If it exceeds that amount, the question as to who will pay and to what extent will be decided by Congress. The government may recover the amounts paid by imposing of a surcharge on all policyholders.

An act of terrorism must be **certified** as a terrorism act by the Secretary of Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the US. In order to constitute an act of terrorism, in addition to being considered an act of terrorism, it also must meet the following:

- a violent act or an act that is dangerous to human life, property or infrastructure,
- resultant damage must have occurred within the U.S. or the act must be in an U.S. air carrier or vessel or on a U.S. mission.
- Total damages must exceed \$200M (CY20)

Full Terrorism Option

The following coverages may be available under a full terrorism policy:

- Terrorism Liability
- Material Damage to Insured Assets
- TRIPRA
- Non-Certified Acts of Terrorism
- Active Shooter / Malicious Attack
- Business Interruption / Extra Expense
- Threat of Malicious Act
- Nuclear, Chemical, Biological, Radiological (NCBR) Terrorism
- Cyber Terrorism (which may also be covered under Cyber policy)

Premium Summary

Premium	2022-2023	2023-2024
Annual Rate (per \$100)	\$0.198665	\$0.218532
Annual Premium	\$317,008	\$376,803
Wet Marine & Transportation Tax (3/4 of 1% or \$0.0075)	\$2,377.56	\$2,826.03
Wet Marine & Transportation Service Charge (flat charge)	\$100	\$100
Total Premium	\$319,485.56	\$379,729.03
Terrorism Premium (optional – in addition to annual premium/taxes above)	Declined	\$18,840 (if elected)
25% Minimum Earned Premium – not including Terrorism	\$79,252	\$94,201

The quotes contained in this proposal are valid for 30 days from today or the inception date, whichever is first.

Coverage is not automatic. In order to bind, please contact your D&B account team.

Payment Options

Durham and Bates now accepts Credit Card payments (as well as ACH if your bank does not offer). Please note that there is a 3.25% transaction fee to process by credit card and a flat \$3 fee for ACH. To schedule payment either by credit card or ACH, please use the following link: <https://dbates.epaypolicy.com>

Durham and Bates’ D&B 24/7 Client Portal and App

D&B 24/7 Portal or App provides you a variety of added services in real-time, including:

- Access to your Insurance Policies and related documents
- Print or reprint Automobile ID cards
- Reprint any previously issued insurance certificate
- Issue your own insurance certificates (available upon request)

Please let us know if you are interested in accessing **D&B 24/7**.

Named Insureds

Our Named Insured listings include the following, unless specifically noted on the coverage pages. Please review carefully for accuracy and notify us for needed corrections.

Insured	Interest
Port of Hood River	First Named Insured

Certain responsibilities or duties fall upon the First Named Insured under the proposed insurance Responsibility to pay all premiums, including audit premiums.

- Right to receive all return premiums.
- Ability to cancel policy.
- Ability to request changes to insurance contract.
- Right to receive all correspondence from the insurer, including cancellations and non-renewal notices.
- Right to request claims information from the insurer.

This policy does not apply to liability arising out of conduct of any partnership or joint venture, past or present, of which the insured is a partner, or member and which is not designated on the policy as a Named Insured.

Location Schedule

Loc	Bldg	Address
1		720 Port Marine Drive

Inland Marine - Transit (Bridge)

Issuing Company	Policy Number	Policy Term
Illinois Union Insurance Co. AM Best Rating: A++, XV Non-Admitted	I2071153A013	1/1/2023 to 1/1/2024

Coverages

Description	2022-2023	2023-2024
Policy Form	ACE Engineered Risk Manuscript Form	ACE Engineered Risk Manuscript Form
Description & Location of Property	Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment.	Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment.
Limit of Insurance	\$159,568,971	\$172,424,888
Coverage Territory	The fifty states comprising the United States of America, including the District of Columbia	The fifty states comprising the United States of America, including the District of Columbia
Coverages	All risks of direct physical loss or damage, earth movement, flood, named windstorm, and boiler & machinery; includes loss of revenue	All risks of direct physical loss or damage, earth movement, flood, named windstorm, and boiler & machinery; includes loss of revenue
Coinsurance	None	None
Valuation	REPLACEMENT COST if actually repaired or replaced within 24 months, otherwise ACTUAL CASH VALUE	REPLACEMENT COST if actually repaired or replaced within 24 months, otherwise ACTUAL CASH VALUE
Notice of Cancellation	60 days notice of cancellation except 10 days for nonpayment	60 days notice of cancellation except 10 days for nonpayment
Sublimits - (Sublimits of insurance are part of, and not in addition to the occurrence limit of insurance. The aggregate sublimits of insurance company will pay for during the policy period.)		
Property Damage	\$140,818,971	\$148,845,652
Pedestrian Bridge	\$664,572	\$702,453
Loss of Revenue	\$18,750,000* Period of Indemnity – 1,096 Calendar Days	\$23,579,236* Period of Indemnity – 1,096 Calendar Days

Coverages

Description	2022-2023	2023-2024
Debris Removal	Lessor of 25% of Damage or \$2,500,000 Maximum	Lessor of 25% of Damage or \$2,500,000 Maximum
Pollution or Contamination Clean up	\$100,000 per occurrence and annual aggregate	\$100,000 per occurrence and annual aggregate
Protection Service Charges	\$25,000	\$50,000
Expediting Expenses	\$1,000,000	\$1,000,000
Extra Expense	\$1,000,000	\$1,000,000
Claim Preparation Expenses	\$25,000	\$50,000
Transit	\$1,000,000	\$1,000,000
Off-site Storage	\$1,000,000	\$1,000,000
Earth Movement	\$50,000,000 per occurrence and annual aggregate	\$50,000,000 per occurrence and annual aggregate
Flood	\$159,568,971 per occurrence and annual aggregate ALL FLOOD ZONES	\$172,424,888 per occurrence and annual aggregate ALL FLOOD ZONES
Named Wind Storms	\$159,568,971	\$172,424,888
Equipment Breakdown	\$25,000,000 Any One Accident Sublimits \$18,750,000 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage \$100,000 Ammonia Contamination \$100,000 Ordinance or Law \$100,000 Loss Adjustment Expense	\$25,000,000 Any One Accident Sublimits \$23,579,236 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage \$100,000 Ammonia Contamination \$100,000 Ordinance or Law \$100,000 Loss Adjustment Expense
Deductibles		
Damage caused by or resulting from Earth Movement	\$2,000,000	\$2,000,000
Loss or Damage caused by or resulting from Flood	\$1,000,000	\$1,000,000
Loss or Damage to Lift Span – all perils except Earth Movement	\$500,000	\$500,000
Loss of Revenue	15 Days, except 7 days for Equipment Breakdown	15 Days, except 7 days for Equipment Breakdown
Extra Expense – Equipment Breakdown Coverage	\$1,000,000	\$1,000,000
All other Covered Losses	\$500,000	\$500,000

Coverages

Exclusions	2022-2023	2023-2024
Ordinance or Law	Excluded	Excluded
Asbestos	Excluded	Excluded
Rust, Mold, Mildew, Fungi, Spores, Bacteria, Wet or Dry Rot, Extremes of Temperature or Humidity	Excluded	Excluded
Corrosion, Decay, Deterioration, Erosion, Evaporation, Inherent Vice, Latent Defect, Leakage, Loss of Weight, Marring or Scratching, Shrinkage, Wear & Tear	Excluded	Excluded
Off Premises Power or Communication Failure	Excluded	Excluded
Settling, Shrinking, Cracking, Expansion or Contraction in Foundations	Excluded	Excluded
Errors, Omissions or Deficiency in design, plans, specifications, engineering or surveying	Excluded	Excluded
Faulty or defective workmanship, material or supplies	Excluded	Excluded
Nuclear, biological, chemical, radiological	Excluded	Excluded
Pollution & Contamination	Excluded	Excluded
Electronic Data/Cyber Risk	Excluded	Excluded

Premium

Premium	2022-2023	2023-2024
Annual Rate (per \$100)	\$0.198665	\$0.218532
Annual Premium	\$317,008	\$376,803
Wet Marine & Transportation Tax (3/4 of 1% or \$0.0075)	\$2,377.56	\$2,826.03
Wet Marine & Transportation Service Charge (flat charge)	\$100	\$100
Total Premium	\$319,485.56	\$379,729.03
Terrorism Premium (optional – in addition to annual premium/taxes above)	Declined	\$18,840 (if elected)
25% Minimum Earned Premium (not including Terrorism)	\$79,252	\$94,201
Option		
24-month term (1/1/23-1/1/25)		Subject to: Loss Ratio set at 40% for 1/1/23 to 1/1/24 \$25,000,000 Acquisition/Divestiture Clause 1% Margin Clause 6.5% rate increase for 1/1/24-1/1/25
Subjectivities		
		Bridge Inspection report completed within the last 36 months



Proposal Acknowledgement

I accept the coverage, terms and conditions as outlined in the proposal presented by Durham and Bates Agency, Inc. I understand the abbreviated outlines of coverage used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. Additional coverage and higher limits may be available. They are only visuals to a basic understanding of coverage. Any change to this proposal as agreed upon by the insured, agent and company is outlined below.

This proposal is accepted as presented for Port of Hood River.

_____	_____	_____
Signature	Title	Date

OR

This proposal with the following changes completed will be accepted for Port of Hood River.

_____	_____	_____
Signature	Title	Date



Additional Optional Coverages

Although we are not attempting to name every possible coverage, we call your attention to the following coverages which may not be included in this Insurance Proposal. These coverages may be important to you and may be available upon request.

- Active Shooter Protection
- Aviation Coverage Owned or Non-Owned
- Business Travel Accident – both Domestic & International
- Cyber/Internet Liability
- Directors & Officers Liability
- Drone or Unmanned Aircraft – Liability and Physical Damage
- Earthquake/Earth Movement Coverage
- Employment Practices Liability
- Epidemic Risk Insurance (Does not cover current Covid-19)
- Fiduciary Liability
- Flood Coverage
- Group Employee Benefit Programs – Group Health, Life, Disability, etc.
- International Coverage Program – Liability, Travel Accident, Employer’s Liab/WC
- Mold & Fungus
- Personal Homeowners, Renters, Automobile, Umbrella, etc.
- Pollution Insurance (including Underground Storage Tank Insurance)
- Product Recall
- Regulatory Business Interruption (Swine Flu and Other Diseases)
- Full Terrorism Coverage which includes Active Shooter Protection
- Trade Credit Insurance/Accounts Receivable Insurance
- United States Longshore & Harbor Worker’s Act (USL&H)

*Additional applications and premiums may apply.



OUR WORK

IS ABOUT THE PEOPLE

We focus on the things people care about, the assets that matter, and the solutions that will impact you and them in a positive and constructive way.

Your Duties In The Event of a Loss

This is for informational purposes only and this overview provides typical claimant duties and expectations in the event of a loss, claim, lawsuit or any occurrence under the policy. Your policy is the sole determination of coverage and the mutual duties and obligations between you and the insurance company. Nothing on this page or in this document changes your policy in any manner. Please read your insurance policy carefully to understand what actions your insurance company expects you to follow.

- Notify Durham and Bates Agencies to expedite and assist in your claim process.
- Notify the insurance company as soon as possible. Note the time, place and description of the occurrence and the names with points of contact for any injured people and witnesses, including all passengers. Immediately forward copies of any demands, notices, summonses or legal papers received in conjunction with an occurrence.
- Notify the proper authorities. Contact the police in particular for theft or vandalism claims or if the law may have been broken.
- Do not make any statements (oral or written) without insurance company permission. You cannot hinder the insurance company's ability to seek reimbursement for damages from responsible parties, therefore, do not assume any obligation, liability, accept any offer or reward or make any payment, except for necessary first aid or to immediately protect property from further damage.
- Do not abandon your insured property; take all reasonable precautions to protect property immediately after the loss.
- Allow the insurance company to inspect the damaged property prior to repair or disposal.
- Cooperate with the insurance company and their representative(s). Such things as regular communication with the adjustor, answering questions about the occurrence under oath, helping obtain and give evidence, attending hearings and trials and getting witnesses to testify are all generally expected.
- File proof of loss within a set amount of time with the insurance company. This is usually a sworn statement setting forth the interest of the Named Insured and of all others in the property affected, any encumbrances, the value of the property at the time of the loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property.

A.M. BEST – Rating & Analysis

The objective of Best’s rating system is to provide an opinion as to an insurer’s financial strength and ability to meet ongoing obligations to policyholders. Their opinions are derived from evaluations of a company’s balance sheet strength, operating performance and business profile as compared with Best’s quantitative and qualitative standards. These rating classification as shown below:

Rating Classification	Ability
A++, A+	Superior
A, A-	Excellent
B++, B+	Very Good
B, B-	Adequate
C++, C+	Fair
C, C-	Marginal
D	Very Vulnerable
E	State Supervision

“Not Assigned” Classification	Explanations
NA – 1	Special Data Filing
NA – 2	Less than Minimum Size
NA – 3	Insufficient Operating Experience
NA – 4	Rating Procedure Inapplicable
NA – 5	Significant Change
NA – 6	Reinsurance by Unrated Reinsurer
NA – 8	Incomplete Financial Information
NA – 9	Company Request

Financial Size Categories (FSC)

To enhance the usefulness of their ratings, A.M. Best assigns each company a Financial Size Category (FSC). The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity. These categories are as follows:

Class	Range in 000’s
I	Up to 1,000
II	1,000 to 2,000
III	2,000 to 5,000
IV	5,000 to 10,000
V	10,000 to 25,000
VI	25,000 to 50,000
VII	50,000 to 100,000
VIII	100,000 to 250,000

Class	Range in 000’S
IX	250,000 to 500,000
X	500,000 to 750,000
XI	750,000 to 1,000,000
XII	1,000,000 to 1,250,000
XIII	1,250,000 to 1,500,000
XIV	1,500,000 to 2,000,000
XV	2,000,000+



Surplus Lines Waiver Agreement

The undersigned hereby acknowledges that **Durham and Bates Agency, Inc.** has fully explained the risks of placing coverage with a surplus lines company and understands that this coverage is not subject to the protection and benefits of the **Oregon Insurance Guarantee Association**.

The undersigned expressly waives any and all rights against the agency or its personnel if the surplus lines carrier fails to honor any claims or return of premiums. In consideration for the agency's assistance in placing such coverage, the undersigned agrees to hold the agency, its owners, agents, employees, etc. harmless for any direct or indirect damages arising out of the failure of the surplus lines company to fulfill any of its obligations at any time and in any manner.

Company Name:

Name of Authorized Person:

Signature:

Date:

Commission Memo



Prepared by: Kevin Greenwood
Date: January 10, 2023
Re: Historic Hwy 30 Presentation

Based upon a request from the Commission late last year, staff reached out to Terra Lingley. Lingley is the Col. River Gorge National Scenic Area Coordinator at ODOT and is responsible for public interactions with the Historic Highway 30 bike/pedestrian trail project.

She will be sharing progress on the current Mitchell Point Tunnel and planning related to the final Ruthton Trailhead.

RECOMMENDATION: Informational.

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Commission Memo



Prepared by: John Mann
Date: January 10, 2023
Re: Dock and Ramp Project Update

The Port has a grant-funded project to replace the ramps and transition docks on the visitor dock. The contractor had the docks manufactured and installed as per the plans but there were unforeseeable issues that came about after the install. The various weights of the old docks did not match well with the new OSMB standard docks. It's been very challenging to solve these problems, but we are confident we have solved the problem in a way that will be more attractive and useful than what had been designed.

Working with Andrew Jansky of Flowing solutions, we have come up with a plan to correct these remaining issues in-house, so we don't drive the cost of the project up. OSMB has extended the grant deadline so we can make these changes.

While we were working towards solutions, the winter storm stalled progress. There is a good plan of action; and the Port Facilities staff is currently working on these modifications for installation the week of 1/9/23-1/13/23. Once the dock connections have been resolved, we will pour the concrete ramps that we attach the new dock ends to. We may have some project overages due to needing to extend the legs on the last dock section to accommodate a balance issue discovered in extreme low water conditions. The cost of the leg extensions is unknown at this time, but we feel it will be a couple hundred dollars for the extension port staff will install.

We should have a completed project by mid to the end of February based on the weather which would include the concrete ramps which will not put the project grant in jeopardy in any way.

RECOMMENDATION: Informational.

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HOOD RIVER–WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
January 09, 2023

The following summarizes Replacement Bridge Project activities from Dec 12th, 2022, to January 09, 2023:

PROJECT MANAGEMENT

- *RBMC team is continuing to meet with WSP, ODOT and Federal Highway Administration (FHWA) related to the NEPA/FEIS process and Treaty Tribe Memorandum of Agreement (MOA's).*
- *The RBMC has completed its negotiations on Amendment 2 with the PORT and ARUP. The amendment covers a Funding/Finance/Tolling including increased Grant Support and Advocacy, Cultural resources work related to Geotechnical Exploration on tribal lands, Development of Treaty Tribe Fishing Memorandum of Agreement (MOA's) with the four treaty tribes and increased communication outreach for the project.*
- *Grant Tracking for WA, ARPA, Build Grants will be on going each quarter. The next submittal is for the Washington and ARPA grants will be going the week of January 9th.*
- *Continued Legislative Outreach with Oregon and Washington will continue as each state goes into session for 2023.*

FUNDING FINANCE & TOLLING

- *Washington State Transportation Commission (WSTC) T&R Analysis*
 - *HNTB and the PORT continue to coordinate with WSTC*
 - *Scenarios have been presented to the Washington State Transportation Commission and they approved their team to move ahead with them. These were the same scenarios that were presented to the BSWG*
 - *Schedule Milestones:*
 - *March 2023 – WSTC approves two refined tolling scenarios for further analysis*
 - *May 2023 – Draft Study findings and recommendations presented to WSTC*
 - *June 2023 – Final Report of findings and recommendations presented to WSTC and submitted to Washington State Legislature*

PENDING GRANT FUNDING UPDATES

- *Raise Planning Grant (2023)*
 - *Notice of Funding Opportunity (NOFO) issued: 11/30/22, Update to NOFO received on 12/14/22*
 - *Application Due: 2/28/23*
 - *For Rural Applications Min \$1M/Max \$25M (\$750M available to the program)*
 - *Our application will focus on a planning grant that will evaluate Bike/Ped connections and Transit services access/connections to the new bridge. With a focus on how the bridge is a vital part of a transportation system.*

January 10, 2023 / 1

- *Multimodal Project Discretionary Grant (MPDG)*
 - *The project was notified that it was not successful in obtaining any grant funding from the MPDG*
 - *MEGA Comments*
 - *C. The project will be cost-effective (49 USC 6701(f))*
 - *D. With respect to related non-Federal financial commitments, 1 or more stable and dependable sources of funding and financing are available to (i) construct, operate, and maintain the project; and (ii) cover cost increases (49 USC 6701(f))*
 - *E. The applicant has, or will have, sufficient legal, financial, and technical capacity to carry out the project (49 USC 6701(f))*
- *Bridge Infrastructure Program (BIP)*
 - *The project was notified that it was not successful in obtaining any grant funding from the BIP.*

EXCUTED GRANT FUNDING UPDATES

- *Build20*
 - *Grant Awarded 9/23/22*
 - *Funding: \$5M – Federal Share, \$1.25M Local Match (Washington Grant) – Total \$6.25M with an Expenditure Deadline of 12/31/2024*
 - *Total Submitted for Reimbursement: \$0*
 - *Total Reimbursement received to date: \$0*
 - *Remaining Funds: \$5 million*
 - *We have received our certification from FHWA on 12/21/22. We are waiting on FHWA to set up next round of training.*
Next reimbursement submittal pending coordination with FHWA
- *ARPA (Oregon Grant)*
 - *Grant Awarded 5/12/22*
 - *Funding: \$5M with an Expenditure Deadline of 12/31/26*
 - *Total Submitted for Reimbursement: \$179,074.35*
 - *Total Reimbursement received to date: \$0*
 - *Remaining Funds: \$4,820,925.65*
 - *1st Quarter reimbursement submitted for \$71,250.07 and 3rd Quarter reimbursement submitted for \$107,824.28 on (09/10/2022)*
Next reimbursement submittal January 2023
- *WA SB 5165 Grant*
 - *Grant Awarded 2/2/22*
 - *Funding: \$5M with an Expenditure Deadlines of 6/30/23 (\$3M) and 6/30/23 (\$2M)*
 - *Total Submitted for Reimbursement: \$384,693.39*
 - *Total Reimbursement received to date: \$384,693.39*
 - *Remaining Funds: \$4,615,306.61*

- 3rd Quarter reimbursement submitted for \$322,210.34 (covers from 4/1/22 to 9/30/22). Received reimbursement payment on 11/23/22.
Next reimbursement submittal January 2023.

GOVERNMENT AFFAIRS UPDATE

- One on one Oregon Legislative briefings have concluded, we will be working on an update to our Legislative Strategy over the next couple months.
 - Oregon
 - Gorge-ous Night is set for Feb 15th in Salem
 - Washington
 - Gorge-ous Night is set for Feb 7th and 8th in Olympia
 - Meetings are scheduled with
 - Sen King
 - Sen Liias
 - Rep Barkis
- Oregon meetings have concluded for this year. Follow up meetings with new committee members are being scheduled for early 2023.
- We will be working with Oregon and Washington lobbyist to update the Legislative Strategy for the next 3 years.

BI-STATE BRIDGE COMMISSION PROGRESS

- The 4th Draft of the Commission Formation Agreements (CFA) will be distributed for review once the Primary Place of Business and name have been determined and the county appoint process is advancing in both counties.
- Public input was solicited in WA and OR on the Primary Place of business determination. The online survey was closed on 12/19/2022 and a summary of those findings are attached in the packet.
- Local Govt nominations/appointments process is under discussion at the counties.
- Legal reviews by each member of the future BSBC are critical to the process and CFA being finalized.

FINAL EIS/RECORD OF DECISION

- Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>
- 11/30 Update from Carol Sneed with ODOT indicated that ODOT has moved the completion date to the end of Dec from the starting expectation of Mid October. Stating they have been impacted by activities on the Abernathy Bridge project that is under construction and training.
- 1/4 Update – ODOT has experienced recent impacts to existing bridge projects within ODOT has led to them having to increase environmental impacts post NEPA which has impacted cost and schedule significantly on these projects. These lessons learned have led to ODOT asking for an increased factor of safety on our project that will minimize the chance of our

project needing an increased area. We are updating the project information to address these concerns and have a follow up meeting with ODOT on 1/13.

TREATY TRIBE MOA'S

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site. Draft schedule is included in your packet.*
 - **Yakama Nation (YN).**
 - *The draft MOA was completed and all ODOT comments resolved and the draft was sent to FHWA for review on 11/3/22. FHWA responded on 11/22 with no comments. A draft of the Yakama MOA was submitted to ODOT on 11/29 comments were received from ODOT and an updated version was provided to ODOT on 12/22 for submittal to Yakama .*
 - **Nez Perce**
 - *An email has been sent to David Cummings our new point of contact, to have a kick off meeting prior to the distribution of a Draft MOA*
 - *A draft MOA based on the Yakama MOA is being developed*
 - **Umatilla (CTUIR).**
 - *A meeting was held on 10/24/22 with Joe Pitt the new legal contact for CTUIR to introduce the project and team that will be working with him to finalize the MOA. Joe was very open to the submittal of a draft agreement. HNTB is drafting an MOA for Joe's review using the Yakama MOA as a template.*
 - **Warm Springs.**
 - *ODOT managing this relationship. FHWA has sent the draft letter to Warm Springs requesting Govt. to Govt. consultation on the MOA.*
 - *Warm Springs has changed its tribal leadership and a new letter is being sent to Warm Springs*

DELIVERY METHOD

- *Delivery Method Industry Forum was held on Nov 7th. The presentation and attendance list are in the meeting packet. We had over 80 participants from both the contracting community and designers.*
- *12 Industry one on one meetings were held with interested contractors and designers to obtain lessons learned and considerations while making the delivery method determination. Over 20 one on one meetings have been held with contractors and designers related to the upcoming procurement of a final designer and final contractor.*
- *A decision matrix analyzing the different delivery methods was presented at the Dec 12th meeting and a recommendation to move forward with the Progressive Design Build method was recommended. A request for additional time to consider the recommendation was requested and this recommendation will be revised at the January 9th meeting.*

GEOTECHNICAL

- *The draft Geotechnical subsurface exploration plan has been developed and submitted to ODOT for review and coordination with potentially impacted tribes for cultural resource monitoring. Land borings will begin on the Oregon side followed by Washington land borings and then moving to in water borings in the Spring of 2023.*
- *The permitting process is underway and scheduled to be completed on Jan 19th. The cultural resource monitoring has been coordinated with ODOT.*
- *The Oregon on land boring is scheduled for Feb 6th, 2023.*
- *The process to obtain a right of entry onto private property for the land boring on the Washington side is underway.*
- *Coordination with the tribes will work through ODOT but it is likely the PORT will be asked to fund the tribal monitoring costs.*

SURVEY

- *A sub-schedule for survey activities has been developed and attached. The activities will include development of a base map, verifying and setting control points, identification and mapping of existing utilities, identification of jurisdictional ownership lines for ODOT, WSDOT and local agencies, location and mapping of Geotechnical Borings.*

OTHER ITEMS

KEY STAKEHOLDER MEETINGS

Date:	Subject:
12/12/22, 12/19/22	WSP Check in
	RBMC Check in
	Communication Check in
12/12/22	Geotechnical Investigation Review
12/13/22	Washington State Transportation Commission
	Columbia River Gorge Commission
	Cultural Resource Training
	Treaty Right MOA meeting with ODOT
12/14/22	Environmental Compliance Workshop
12/15/22	Geotechnical Technical Coordination
12/16/22	One on One Contractor Briefing with Flatiron Contractors
12/19/22	One on One Consultant Briefing with DKS consultants
12/20/22	POHR Lobbyist Coordination Call
12/20/22, 1/3/23	Regulatory/Tribal Task Lead Coordination

<i>12/20/22</i>	<i>ARPA Grant Review with ODOT</i>
<i>12/21/22</i>	<i>Review City of Bend PDB Contract Process</i>
<i>12/21/22</i>	<i>Raise 2023 Planning Grant Coordination</i>
<i>12/22/22</i>	<i>NEPA Cultural Resources Coordination with ODOT/FHWA</i>
<i>1/3/23</i>	<i>Communication Outreach Coordination</i>
	<i>RTC Board Meeting</i>
<i>1/4/23</i>	<i>One on One Consultant Briefing with ARUP</i>
<i>1/5/23</i>	<i>BA/BO Review with ODOT/WSP</i>
<i>1/6/23</i>	<i>BA/BO Coordination with WSP</i>
<i>1/6/23</i>	<i>2023 Raise Planning Grant Development</i>



Executive Director's Report
January 10, 2023

ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR

- *The draft Commission Formation Agreement (CFA) is currently under the third review. The Port has completed this round of review. We are awaiting comments from two other agencies. It is likely that the CFA will be returned to the parties for adoption in either late January or early February. (A memo from Steve Siegel is attached.)*
- *The Port's new Finance Director, Debbie Smith-Wagar has reported to duty and has been warmly welcomed by the rest of the staff at the office.*
- *I will give a Port overview presentation to Rotary January 19th.*
- *Senator Merkley will be holding an in-person Town Hall at the Hood River Middle School on Friday, January 13th starting at 4:00 p.m. Prior to the town hall, Senator Merkley's staff has invited local electeds and administrators to a Local Leader Meet & Greet session starting at 3:30.*
- *Ralph Trethewey, sculptor of The Thinker – the stolen bronze frog on Slackwater Beach – will be preparing a quote for replacing the much-appreciated sculpture. The Port did receive an insurance payout for the loss.*
- *Genevieve has completed her research on the Commissioner compensation policy as requested by Commissioner Streich. The results show that there is no needed change to the policy to enable Commissioner compensation on a flat rate (versus per meeting) basis. Further, her research shows that the Port of Hood River is one of only very few Ports to provide Commissioner compensation (The Port of Cascade Locks and The Port of The Dalles provide no compensation at all). According to a survey conducted by the Oregon Public Ports Association (with 21 respondents) no other Port in Oregon reports compensation higher than \$50 per meeting, beyond reimbursement for mileage and cellular service. Commission direction is sought on next steps.*
- *PNWA has announced a date change for this year's Mission to Washington to March 19-23. Registration is underway now, so the Commission should discuss whether to send a delegation this year.*
- *Genevieve is working with her colleagues at the OneGorge Advocacy Group to prep for the "Gorgeous Nights" events in the state capitols in February and has been coordinating with the HNTB team on coinciding bridge replacement lobbying efforts.*

FINANCE – JANA SCOGGINS, DEPUTY FINANCE MANAGER

- *New IRS travel reimbursement rate has been adjusted to 65.5-cents.*

RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

Marina:

- *The Port of the Dalles Marina was notified from Red Shield, the main insurers for boathouses, that they would no longer insure boathouses in their marina. The Port of HR has 8 out of 10 boathouses insured by the same company. Staff will monitor the situation with Columbia River Insurance for insurability of the boathouses in our Marina.*
- *A total of 3 slips have turned over for the new year. This is a very low amount as compared to the last 10 years. There are still close to 100 people on the waitlist.*
- *Cruise ship reservations have greatly increased, overall 60% from last year. The 2023 schedule will get posted on the Port's website sometime over the next few weeks.*

Events:

- *All large events have scheduled to come back for 2023. The dates will get posted on the Port's website sometime next week.*

Concessions:

- *The City of Hood River just approved offering annual permits to food carts. In the past they were only given a 6 month term per location. This information will help guide future plans and opportunities for potential food cart pods on the waterfront for areas that are zoned for them.*

Waterfront:

- *January is typically a slow month for the sales of annual Event Site parking passes however sales appear to be on track with last year.*

DEVELOPMENT/PROPERTY – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *On Christmas Day, Port Facility staff responded to an emergency call for a water leak in the Jensen Building. Investigation revealed that the tenant was not running the heater in the space and due to the low temperatures, a sprinkler pipe froze and burst. The tenant will be charged for all costs incurred from the event.*
- *Several appreciative tenants reached out to share their gratefulness how the Port Facilities staff plowed parking areas and shoveled/salted sidewalks during the snow events over the holidays.*
- *A solicitation for bids to perform janitorial services at several Port buildings has been distributed. A contract award request will be presented to the Commission once the contractor is selected.*
- *pFriem will be installing an additional circulation vent in the roof of the Halyard Building. They will utilize the appropriate contractor to maintain the roof warranty that is in place.*

- *A grant request through Business Oregon to fund the Market Analysis for the Lower Mill has been prepared and will be submitted.*
- *Staff met with Michael Shannon to discuss the future of the Marina and surrounding real estate. HNTB will provide further information pertaining to 6(f) requirements and constraints on any potential development at and around the Marina.*
- *Staff conducted a meeting with Ken Antell from Dunn Carney to review comments back from the counsel for team Project^ on the Lot 900 Development Agreement and Ground Lease. Ken will be sending the responses Port responses back this week.*

AIRPORT – GREG HAGBERY, DEVELOPMENT & PROPERTY MANAGER

- *A solicitation for bids to perform excavation work in support of the new Fuel Farm has been distributed. A contract award request will be presented to the Commission once the contractor is selected.*
- *A private vehicle with a snowplow slightly damaged the North Apron gate. Staff was able to reveal the vehicle responsible using the security cameras. The owner of said vehicle is being sought.*
- *The publicly accessible camera on the FBO building is up and running but will be moved slightly to provide a better view of the runway, apron, and sky. Once the camera is relocated, the live feed will be placed on the Port website.*
- *Staff is working with Precision Approach Engineering to develop Disadvantaged Business Entity goals to comply with FAA Civil Rights requirements. The specific goals and agreement to comply will be presented to the Commission at the January 17th meeting.*
- *The North Apron RFP has completed Port counsel review and will be advertised through the appropriate outlets.*
- *The monthly FBO Report for December 2022 is attached.*

BRIDGE/TRANSPORTATION – JOHN MANN, FACILITIES DIRECTOR

- *Solution for the dock design has been worked out. Port staff moving forward with the modifications.*
- *Portway Storm Water Project is right on track. All trenching complete and pipe installed with the exception of the area near the two catch basins. The catch basins arrived today. Install on Monday.*
- *Major light rehab going on in house on all port properties. Replacing damaged fixtures and bulbs in all buildings and grounds. Many trail bollard lights out. These are \$789 each to repair when the solar charge system fails. There are no alternatives.*
- *Jordon Gonzalez has returned from his 3 month trip to Vietnam and we are glad to have him back on the facilities team.*

- *John Mann is researching training for Ryan Klapprich. Basic Management training and Risk Management training to begin with.*

~~###~~

Update on Issues Raised on Commission Formation Agreement

Primary Place of Business: At the previous briefing, the location of the Primary Place of Business for the bi-state bridge authority was yet to be determined. At the time of this writing, the BSWG has not yet recommended the location of the Primary Place of Business. The online survey found that a majority of respondents preferred the Primary Place of Business be located in Oregon. The BSWG is anticipated to make its Primary Place of Business recommendation at its January 9, 2023 meeting. Assuming its recommendation follows the results of the online poll, the recommended location of the Primary Place of Business will be Oregon, and the state laws of Oregon will generally apply to the bi-state bridge commission, with limited exceptions.

Incompatible Offices: At the previous briefing, Port Legal Counsel advised there could be a problem in appointing elected officials, such as a POHR Commissioner, as a Director of the bi-state bridge authority due to the common law doctrine of incompatible offices under Washington law. Staff has since heard that the White Salmon City Attorney and the Klickitat County Prosecuting Attorney have concluded there is no problem under Washington law in appointing elected officials to the bi-state bridge authority.

Fiscal Year: With the anticipated selection of Oregon as the Primary Place of Business, there is no issue with establishing a July 1st – June 30th fiscal year, consistent with the Port's fiscal year.

Appointment/Nomination Process: Staff is awaiting a draft of the Hood River County appointment/nomination process resolution. Will update following review of the resolution.

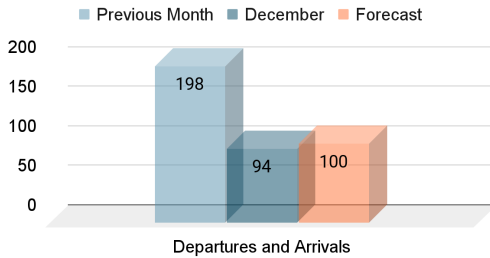
Legal Counsel: Question arose as whether the Port could contract for and pay an attorney that would serve as the general counsel for the bi-state bridge commission. Bill Ohle has advised this is not a problem.

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Airport Activity:

Cold temperatures and inversion layers kept flight operations lower than normal in December. 4S2 saw 94 flight operations in December. Expect a continued lower trend in January.

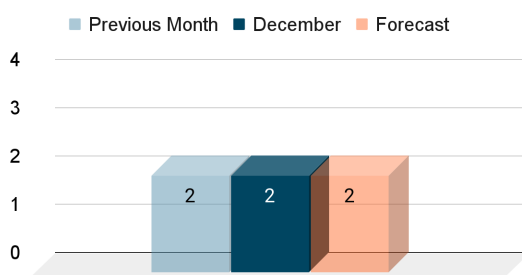
Aircraft Operations



Night Flights:

2 R&D night flights conducted. Anticipate continued R&D flights throughout January as conditions permit. No large night events scheduled.

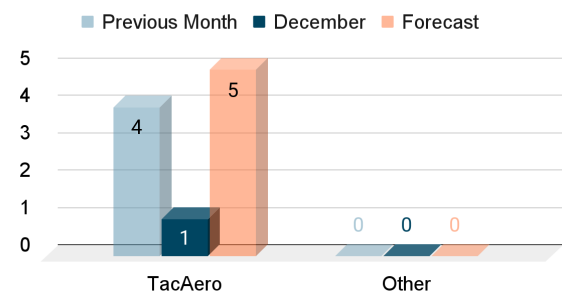
Night Events



Flight Training: 1 training flight was conducted at 4S2 in December. No heavy traffic pattern work was conducted. Multiple training events are scheduled to

take place out of 4S2 in January.

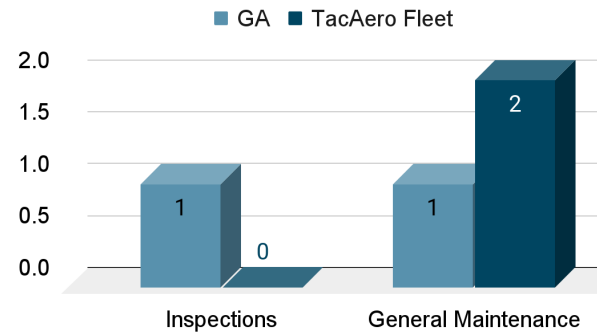
Flight Training Events



Maintenance Activity:

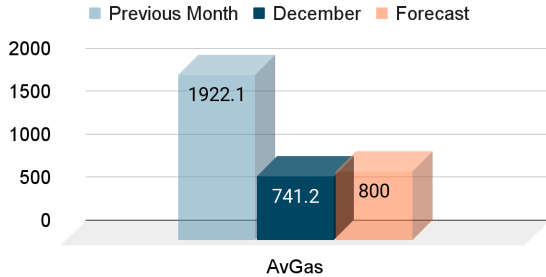
The majority of maintenance activity for December was fleet work for TacAero. One GA inspection was performed.

Maintenance Operations



Fuel Sales: Decreased fuel sales due to winter flying conditions and low aircraft operation rates. Fuel sales are still on average for December. Anticipate similar sales in January.

Fuel Sales (Gallons)



Fuel Flowage Fees:

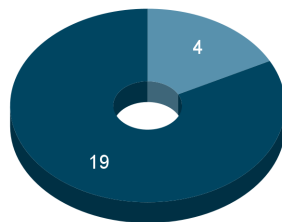
The new fuel tank has been placed at 4S2 and plumbed. Awaiting electrical hookups. When complete and online, the tank will be filled and flowage fees will begin.

Tie Down Activity:

- 23 total spots.
- 83% utilization for December averaged.
- \$490.00 collected in December.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

No noise complaints taken by the FBO in December.

Pilot Feedback:

No pilot feedback was supplied to the FBO in December.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25		
Grass Strip		
N. Ramp		
S. Ramp		
S. Gravel		
Taxiways		

Facilities:

	Condition	Notes.
N. Hangars		
S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		
Blue Hangar		

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

Commission Memo



Prepared by: Kevin Greenwood
Date: January 10, 2023
Re: Waterfront URA Analysis Phase II

In April of last year, the Port contracted with Elaine Howard Consulting, LLC (“Howard”) to perform research and analysis on the Hood River Waterfront Urban Renewal District (“WURA”) and describe in a written report the completed projects to date, original objectives, and limitations and an evaluation of the eligibility of projects identified in recent planning efforts for tax increment financing in the WURA, specifically on Lot #1. In addition, Howard was tasked with identifying potential options and required processes and timelines for the future of the WURA.

Then, in August the Commission approved Amendment No. 1 to that Contract authorizing a Phase II analysis as it would provide both that Port and the URA with valuable information for decision-making processes related to the WURA anticipated to occur later this year. During their July 25 meeting, the URA approved the Port’s request for concurrence in moving forward with Phase II but did not commit to any future action based on the study results.

The attached Executive Summary memo provides Howard’s analysis of two potential options for the Waterfront URA: 1) Formation of a new, single property URA and 2) Extension of the existing URA.

If, based on the information provided, the Commission wishes to request the URAC and URA consider taking forward steps in either course, staff direction on expenditures and timeline is requested.

RECOMMENDATION: Authorize Staff to Request Formation of Single-Property Urban Renewal District for Lot 1 Development.

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MEMO

TO: Kevin Greenwood, Port of Hood River Executive Director
Genevieve Stoll, Port of Hood River Deputy Executive Director

FROM: Elaine Howard, Elaine Howard Consulting, LLC, Nick Popenuk, Tiberius Solutions LLC

RE: Hood River Waterfront Future Projects Urban Renewal Funding Analysis

DATE: December 23, 2022

Executive Summary

Tiberius Solutions and Elaine Howard Consulting have completed an analysis of two options for using tax increment funds for a portion of the costs to provide public improvements the property to the west of Nichols Basin. Both options assume \$1,700,000 of public projects in FYE 2023 dollars. The options provide the bookends for the potential for funding projects. The first closes the Hood River Waterfront Urban Renewal Area (HRW Area) as soon as the city has reached its maximum indebtedness and forms a new, single property urban renewal area to fund these projects. The second extends the life of the HRW Area for 2.5 years beyond the estimated termination date. There are multitudes of scenarios that can be run between these two bookends. The decision depends on how much acreage the city is willing to allocate to the HRW Area and picking those tax lots that will produce the most increment in the shortest timeframe. However, after initial review with the Port of Hood River (Port) staff, it was decided that the bookends will facilitate conversations with the city on the potential options.

The first option is a new single property urban renewal area that would have approximately nine acres and would take approximately ten years of tax increment revenue to pay off the \$1.7 million of project costs. This option allows, upon termination of the HRW Area, the city to immediately use the majority of the acreage from the HRW Area for a potential new urban renewal area on the West Side. It requires the Port to front end the costs of the projects, to be repaid once the increment is available in the future.

The second option is to allow the Hood River Waterfront Urban Renewal District to remain in operation for an additional 2.5 years (terminating in FYE 2027), increase the maximum indebtedness of the district, and allocate that \$1.7 million in funding to the public improvement projects. This requires a substantial amendment to the HRW Plan. A substantial amendment to increase the maximum indebtedness would trigger revenue sharing, therefore all tax increment proceeds to the Agency would be capped at \$900,000 a year. The taxing districts would receive the remainder of the tax increment proceeds as shown in Exhibit 5. The acreage in the HRW Area would be available to be added to the West Side Area after FYE 2027, but any addition of acreage must meet the statutory caps of adding acreage to an existing URA and any addition

over one percent of the original boundary requires a substantial amendment to the Plan. In addition, there is a .cap on acreage to be added to a 20% cap from original plan acreage.

Exhibit 1. Alternatives Comparison

Considerations	Single Property URD	Continuance of existing URD with limited boundary
Reduces acreage for West Side URD	YES – except 9 acres	Partially – but not until FYE 2027
Returns AV to taxing districts	YES – all of existing HR Waterfront URA	Partially – through revenue sharing and in full in FYE 2027
Provides funding source for further park enhancements or infrastructure	YES	YES
Supports economic development	YES	YES
Provides short term funding	NO – reimburses expenditures	YES
Provides longer term funding	YES	YES

Single Property Urban Renewal Area

A single property urban renewal district would be formed in a portion of what is now the Hood River Waterfront Urban Renewal District. We reviewed several planning efforts that have been conducted over the past few years including, most recently, the *Lot 1 - Public Infrastructure Framework Plan* (Infrastructure Plan) prepared by Walker Macy in 2019. We received input from the Port of Hood River staff on the development assumptions.

According to the Infrastructure Plan, if the development trends of the successful build out of the Hood River waterfront are applied to the large vacant property west of the Nichols Basin, significant public objectives could be achieved in terms of expanded park space, pedestrian amenities, water access and job creation. There appears to be significant opportunity for increasing the property’s assessed value. The area is burdened by a large cost of basic infrastructure required for future development, estimated to be \$8.3 million. This includes roads, power, stormwater lines, sanitary sewer lines, communications, gas and water lines.

The Infrastructure Plan also identifies opportunities for increased access to the waterfront by adding Enhancement Projects identified as a Boat Storage Area, North Plaza, Anchor Way Plaza, Riverside Plaza, Overpass Connection, Accessible Overlook, Riparian Edge Restoration, Transit Stop, Boat Dock Extension, Small Craft Launch Dock, and South End Connection to

Nichols Park. The costs of the Enhancement Projects to complement the development of Lot 1 are estimated at \$3.3 million.

The Port has indicated they are actively pursuing financing for several basic infrastructure projects, including grant funding and their own capital. The Agency and City Council could consider whether there might be an option to use tax increment financing to fund a portion of these public improvement costs.

A single property urban renewal district (URD) would need approximately 10 years of tax increment collections, would use approximately nine acres of land and could fund \$1.7 million of projects. Additional funding would require additional years of tax increment collections. Note that 10-years of TIF revenue is not equal to 10-years of property tax revenue from this site. For new URDs, only taxes from permanent rates are subject to calculation of TIF. Taxes from general obligation bond levies and local option levies are excluded from the calculation of TIF. Furthermore, new URDs are subject to mandatory "revenue sharing." When annual TIF revenues exceed certain thresholds (determined based on the maximum indebtedness of a URD), then a portion of the TIF revenue is shared with overlapping taxing districts, rather than the URD. Because this analysis assumed a relatively small maximum indebtedness, the revenue sharing thresholds are relatively low, and most of the TIF revenue generated by the new URD would be required to be shared with overlapping taxing districts (Exhibit 5).

Key facts for the analysis of a single property URD are shown below:

Terminate Existing District

- Terminating the District will result in an increase of approximately \$960,000 of funds to the taxing districts in FY 2024/25 when the maximum indebtedness is met
- Terminating the existing District would return approximately 109 acres that could be used for other urban renewal districts in Hood River.
- No new projects would be undertaken in the existing Hood River Waterfront District.

Forming new Single Property URD

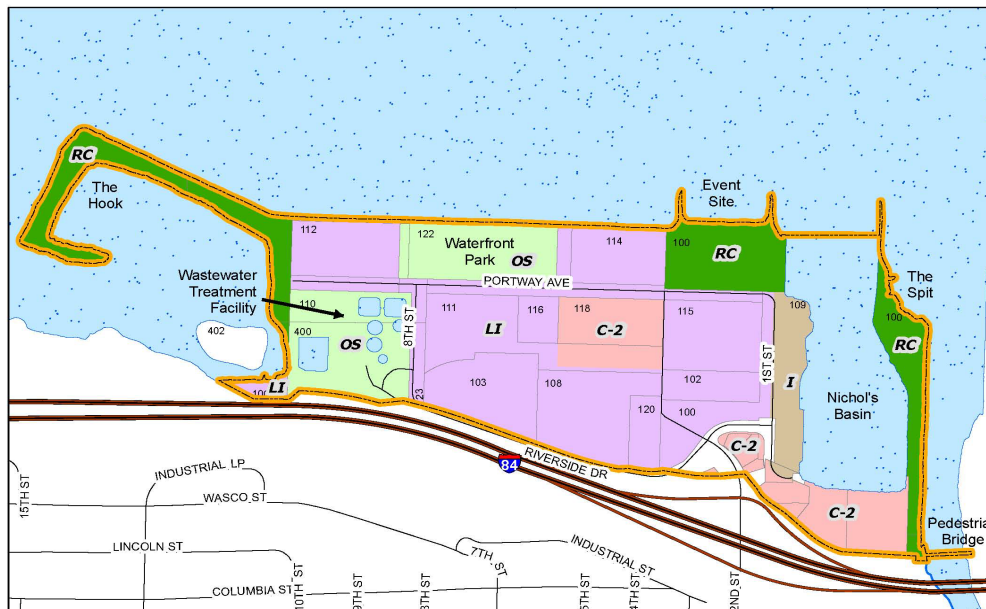
- Forming a new, limited acreage URD for the development and adjacent recreation amenities could use approximately nine acres of property adjacent to the Nichols Basin, including mostly undeveloped property. In its present, mostly undeveloped state, this would include a small amount of the City of Hood River's (City) acreage capacity and currently no assessed value capacity as the area is owned by the Port of Hood River.
- This would entail the full process of forming a new urban renewal district as prescribed in ORS 457.
- The new URD would require approximately nine acres (a net return of acreage for other urban renewal areas of approximately 100 acres).

- The acreage could be increased if the City desired to fund other projects in other areas of the waterfront. Any increase in acreage would mean a decrease in acreage available for the proposed West Side URD.

A single property TIF District can operate in different ways:

- A tax rebate to the developer of the property for activities on the property. This would entail a redevelopment agreement with the developer to specifically designate their responsibilities and the amount of funds that would be allocated in a rebate. That rebate would only occur once the property has gone on the tax roll and the Agency has received tax increment revenue.
- Repayment of a loan from the City, Port, or developer for activities in the URD. This could include public infrastructure, including streets and utilities or parks improvements. There are many categories of parks and habitat improvements already identified in the plan.
- Repayment of a more formal loan with an entity like the State Infrastructure Fund or private lenders.
- Completion of parks improvements once the development is complete, on the tax roll, and providing the Agency with an income source.
- This URD would not provide an immediate large revenue stream. However, it could provide opportunities for establishing incentives to allow for the development of the property west of Nichols Basin and/or additional public park spaces and facilities and shoreline restoration based on the additional tax increment revenues after development is complete.

Exhibit 2. Hood River Waterfront District



Key Findings from Financial Feasibility Analysis for a Single Property URA:

Tiberius Solutions conducted an analysis of the financial feasibility of a proposed single-property URD. The key findings from this analysis are summarized below:

- The Port desires to fund projects costing \$1.7 million with a new URD. Assuming the projects are constructed in FYE 2024, we assume inflation and debt issuance costs would increase the total amount of funding required by the URA to \$1.9 million.
- A new URD could be established as soon as 2023. However, all property in the proposed boundary is currently owned by the Port and therefore tax exempt. Thus, the URD would generate no TIF revenue until after taxable development occurs.
- The analysis assumes the URD would incur debt of \$1.9 million in FYE 2024 to fund capital projects in the area. The debt would then be repaid with TIF in later years. It is likely the URD would need to secure this debt from the Port or another non-traditional lender, as the URD would not collect any TIF revenue until taxable development is completed, resulting in the URD being unable to make debt service payments for several years.
- Typically, the increase in assessed value from new development is not added to the tax rolls until one or two years after construction is complete, due to the timing of when construction is completed (e.g., when the development receives a Certificate of Occupancy), and the annual assessment cycle. Tax rolls that are certified by the county assessor in October of each year reflect the taxable value of the property from the

previous January 1, which would include the value of any new construction completed in the 12 months prior to that January 1 date.

- Walker Macy prepared a development plan for the site, estimating it would produce about \$31 million of new assessed value in FYE 2022 dollars. For the purposes of this analysis, it is expected to be developed in one phase, receive its Certificate of Occupancy in calendar year 2028, and go on the tax roll in FYE 2030.
- The \$31 million in assessed value would generate approximately \$420,000 in TIF revenue in the initial year of TIF (projected to be FYE 2030). Due to revenue sharing requirements, all subsequent years of TIF would be limited to \$230,000 (equal to 12.5% of the proposed maximum indebtedness). Revenue sharing can be reduced or eliminated if 75% of the taxing districts representing the permanent rate levy taxes concur to this reduction. This requires a vote of their board.
- If the maximum indebtedness is \$1.9 million, it would take ten years of tax increment revenue to generate sufficient funds to repay the principal amount of indebtedness and interest on the debt (assuming an interest rate of 5.0%). The total amount of TIF revenues collected by the URD to repay the debt is expected to be approximately \$2.4 million.
- The estimated impacts to the taxing districts are shown in the following tables. Exhibit 3 shows the permanent rate general government levies and Exhibit 4 shows permanent education levies. The impact of urban renewal on education taxing districts is indirect as they are funded on a per-pupil basis through the State School Fund.
- If the City is interested in funding a portion of projects in the waterfront, the boundary could be adjusted and the time period for taking tax increment revenues could be extended.

Exhibit 3. Single Property Impacts to Taxing Districts - General Government

FYE	County	911 Comm Dist	City Hood River	Port Hood River	H.R. Park & Rec	HRC Trans Dist	Library Dist	Subtotal Gen. Govt.
	Permanent	Permanent	Permanent	Permanent	Permanent	Permanent	Permanent	
2030	\$ (53,247)	\$ (21,207)	\$ (105,629)	\$ (1,247)	\$ (13,144)	\$ (2,717)	\$ (14,654)	\$ (211,844)
2031	\$ (29,377)	\$ (11,700)	\$ (58,277)	\$ (688)	\$ (7,251)	\$ (1,499)	\$ (8,085)	\$ (116,878)
2032	\$ (29,007)	\$ (11,553)	\$ (57,543)	\$ (680)	\$ (7,160)	\$ (1,480)	\$ (7,983)	\$ (115,405)
2033	\$ (29,007)	\$ (11,553)	\$ (57,543)	\$ (680)	\$ (7,160)	\$ (1,480)	\$ (7,983)	\$ (115,405)
2034	\$ (29,007)	\$ (11,553)	\$ (57,543)	\$ (680)	\$ (7,160)	\$ (1,480)	\$ (7,983)	\$ (115,405)
2035	\$ (29,007)	\$ (11,553)	\$ (57,543)	\$ (680)	\$ (7,160)	\$ (1,480)	\$ (7,983)	\$ (115,405)
2036	\$ (29,007)	\$ (11,553)	\$ (57,543)	\$ (680)	\$ (7,160)	\$ (1,480)	\$ (7,983)	\$ (115,405)
2037	\$ (29,007)	\$ (11,553)	\$ (57,543)	\$ (680)	\$ (7,160)	\$ (1,480)	\$ (7,983)	\$ (115,405)
2038	\$ (29,007)	\$ (11,553)	\$ (57,543)	\$ (680)	\$ (7,160)	\$ (1,480)	\$ (7,983)	\$ (115,405)
2039	\$ (18,018)	\$ (7,176)	\$ (35,744)	\$ (422)	\$ (4,448)	\$ (919)	\$ (4,959)	\$ (71,687)
Total	\$ (303,690)	\$ (120,953)	\$ (602,452)	\$ (7,115)	\$ (74,964)	\$ (15,494)	\$ (83,579)	\$ (1,208,246)

Source: Tiberius Solutions .

Exhibit 4. Single Property - Impacts to Taxing Districts - Education

FYE	Columbia Gorge CC		Columbia Gorge ESD		Subtotal Education	Total All
	Permanent	School Permanent	Permanent	Permanent		
2030	\$ (10,156)	\$ (180,804)	\$ (17,577)	\$ (208,538)	\$ (420,382)	
2031	\$ (5,603)	\$ (99,752)	\$ (9,698)	\$ (115,053)	\$ (231,931)	
2032	\$ (5,533)	\$ (98,496)	\$ (9,575)	\$ (113,604)	\$ (229,009)	
2033	\$ (5,533)	\$ (98,496)	\$ (9,575)	\$ (113,604)	\$ (229,009)	
2034	\$ (5,533)	\$ (98,496)	\$ (9,575)	\$ (113,604)	\$ (229,009)	
2035	\$ (5,533)	\$ (98,496)	\$ (9,575)	\$ (113,604)	\$ (229,009)	
2036	\$ (5,533)	\$ (98,496)	\$ (9,575)	\$ (113,604)	\$ (229,009)	
2037	\$ (5,533)	\$ (98,496)	\$ (9,575)	\$ (113,604)	\$ (229,009)	
2038	\$ (5,533)	\$ (98,496)	\$ (9,575)	\$ (113,604)	\$ (229,009)	
2039	\$ (3,437)	\$ (61,183)	\$ (5,948)	\$ (70,568)	\$ (142,255)	
Total	\$ (57,926)	\$ (1,031,210)	\$ (100,251)	\$ (1,189,388)	\$ (2,397,634)	

Source: Tiberius Solutions .

Exhibit 5. Revenue Sharing Single Property

FYE	Gross TIF	
	Shared - Mandatory	Shared - Voluntary
2030	\$ -	
2031	\$ 218,283	
2032	\$ 231,956	
2033	\$ 246,040	
2034	\$ 260,546	
2035	\$ 275,488	
2036	\$ 290,877	
2037	\$ 306,729	
2038	\$ 323,056	
2039	\$ 339,872	\$ 91,320

Source: Tiberius Solutions .

Extension of Existing Urban Renewal Area

Amending the existing Hood River Waterfront Urban Renewal Plan would allow for the quickest TIF generation for competing the additional projects. The TIF revenue would be generated in two and a half years.

Key findings for an extension of the existing URA:

- Amending the plan to increase maximum indebtedness triggers revenue sharing. Annual TIF revenue already exceeds the 12.5% limit in ORS 457, which means this amendment would trigger the "transition amount" clause of ORS. This means TIF revenues in all future years would be capped at the FYE 2023 level of \$900,000. The final year of TIF would involve both mandatory and voluntary revenue sharing as the new maximum indebtedness would be reached in that year. See Exhibit 6 for Revenue Sharing projections
- Funding the \$1.7M worth of projects would cost \$1.9M in FYE 2024 when inflation is considered. Adding financing fees and interest costs to the debt service would require about \$2.35M in total costs of debt service.
- It would take about 2.5 years of TIF revenue to cover those debt service costs, so this would require extending the life of the district by three years (though there would be substantial revenue sharing in the third year to avoid over-collecting TIF).
- Extending the life of the HRW Area would delay the sue of this acreage in the potential West Side District until after FYE 2027.
- Adding acreage in excess of one percent of the original acreage to the potential West Side District after it has been formed would require a substantial amendment to the West Side Plan. A substantial amendment must be adopted in the same manner as an original plan.
- The projected impacts on taxing districts are shown in Exhibits 7 and 8.
- The District can be any size. The reduction in acreage will mean a reduction of assessed value and an increase in the time frame for the HRW Area.

Exhibit 6. TIF Revenue Sharing Projections – Continued HRW Area

FYE	Gross TIF		
	Shared - Mandatory	Shared - Voluntary	Final Gross TIF for URA
2025	\$ 58,791		\$ 902,663
2026	\$ 89,515		\$ 902,663
2027	\$ 121,162	\$ 449,146	\$ 453,517

Source: Tiberius Solutions .

Exhibit 7. Extension of HRW Area Impacts to Taxing Districts - General Government

FYE	County Permanent	911 Comm Dist Permanent	City Hood River Permanent	Port Hood River Permanent	H.R. Park & Rec Permanent	HRC Trans Dist Permanent	Library Dist Permanent	Subtotal Gen. Govt.
2025	\$ (110,246)	\$ (43,909)	\$ (218,703)	\$ (2,583)	\$ (27,213)	\$ (5,625)	\$ (30,341)	\$ (438,620)
2026	\$ (110,246)	\$ (43,909)	\$ (218,703)	\$ (2,583)	\$ (27,213)	\$ (5,625)	\$ (30,341)	\$ (438,620)
2027	\$ (56,201)	\$ (22,384)	\$ (111,489)	\$ (1,317)	\$ (13,873)	\$ (2,867)	\$ (15,467)	\$ (223,597)
Total	\$ (276,693)	\$ (110,201)	\$ (548,895)	\$ (6,482)	\$ (68,300)	\$ (14,117)	\$ (76,149)	\$ (1,100,836)

Source: Tiberius Solutions .

Exhibit 8. Extension of HRW Area - Impacts to Taxing Districts - Education

FYE	Columbia Gorge CC Permanent	Columbia Gorge School Permanent	Columbia Gorge ESD Permanent	Subtotal Education	Total All
2025	\$ (21,029)	\$ (374,351)	\$ (36,393)	\$ (431,773)	\$ (870,393)
2026	\$ (21,029)	\$ (374,351)	\$ (36,393)	\$ (431,773)	\$ (870,393)
2027	\$ (10,720)	\$ (190,835)	\$ (18,552)	\$ (220,107)	\$ (443,705)
Total	\$ (52,777)	\$ (939,538)	\$ (91,339)	\$ (1,083,654)	\$ (2,184,491)

Source: Tiberius Solutions .

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Commission Memo

Prepared by: Michael Shannon
Date: January 09, 2023
Re: Project Delivery Method
Determination



HNTB has evaluated the available delivery options available to the project including Design Bid Build (DBB), Design-Build (DB), Contract Manager/General Contractor (CMGC), Progressive Design Build (PDB) and P3. Our analysis included the evaluation of 13 factors and incorporating industry input received through a workshop and one on one meetings. Based on the information obtain, Progressive Design Build was determined to be the recommend delivery method for this project.

Attached is a matrix showing the results of the 13 factors that were evaluated against each delivery method.

RECOMMENDATION: Approve the use of Progressive Design Build (PDB) as the deliver method for the replacement bridge.

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Summary

ASSUMING THERE ISN'T A DEFINED FUNDING PLAN FROM VARIOUS SOURCES

Evaluation Factors			Delivery Methods									
#	Name	Weight	Design-Bid-Build (DBB)		Design-Build (DB)		CMGC / GCCM		Progressive DB		P3	
			Qualitative Rating	Score	Qualitative Rating	Score	Qualitative Rating	Score	Qualitative Rating	Score	Qualitative Rating	Score
1	Overall Delivery Schedule	2	-	4	-	4	++	12	++	12	-	4
2	Project Complexity & Innovation	1	+	4	++	6	++	6	++	6	++	6
3	Construction Schedule	2	-	4	++	12	++	12	++	12	++	12
4	Ability to Estimate and Control Costs	2	-	4	-	4	++	12	++	12	-	4
5	Reasonable Allocation of Risk	1	++	6	-	2	++	6	++	6	-	2
6	Opportunity for Constructability Review by Contractor	2	-	4	++	12	++	12	++	12	++	12
7	Flexibility for Phased Funding	2	+	8	-	4	++	12	++	12	+	8
8	Designer/Contractor Collaboration	2	-	4	++	12	+	8	++	12	++	12
9	Agency Experience/Availability (POHR, ODOT, WSDOT)	2	++	12	++	12	+	8	+	8	X	0
10	Owner Involvement in Decisions During Design	2	++	12	-	4	++	12	++	12	-	4
11	Owner Involvement in Maintenance Decisions During Operation	2	NA	0	NA	0	NA	0	NA	0	X	0
12	Competition and Contractor Interest	2	++	12	+	8	++	12	++	12	+	8
13	Opportunity for near/mid term transfer of bridge to WSDOT/ODOT	1	++	6	++	6	++	6	++	6	-	2
			Total									
				80		86		118		122		74

Symbol	Rating	Score
++	Most appropriate delivery method	6
+	Appropriate Delivery Method	4
-	Least appropriate delivery method	2
NA	Factor is not applicable or not relevant to the selection	0
Neutral	Factor is worth noting but is not impactful on the selection	1
X	Fatal Flaw (none; little or no opportunity)	0

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