



**PORT OF HOOD RIVER COMMISSION**  
**AGENDA**  
**Tuesday, September 7, 2021**  
**Via Remote Videoconference (Zoom)**

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

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Public Comment (5 minutes per person per subject; 30-minute limit)
  3. Consent Agenda
    - a. Approve Minutes from the August 24 Regular Session and the August 27 Special Meeting for the Airport Engineering Master Contract (*Patty Rosas, Genevieve Scholl Page 3*)
    - b. Approve Resolution 2021-22-1 Authorizing Temporary Waiver of Enterprise Zone Employment Requirements on Otherwise Authorized Firms (*Michael McElwee, Page 9*)
    - c. Approve Amendment No. 13 to Executive Director Contract (*Ben Sheppard, Page 21*)
    - d. Approve Lease with Earth & Muscle, LLC in the Marina Park #1 Building (*Greg Hagbery, Page 25*)
    - e. Approve Accounts Payable to Jaques Sharp in the Amount of \$11,325.00 (*Fred Kowell, Page 43*)
  4. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
    - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 49*)
    - b. Financial Report for the 12 Months Ending June 30 (*Fred Kowell, Page 55*)
  5. Presentations & Discussion Items
    - a. Ken Jernstedt Airfield – FBO Operations (*Michael McElwee & Jeremy Young, Tac-Aero, Page 67*)
    - b. Remaining HB2017 Tasks Funding Discussion (*Kevin Greenwood, Page 69*)
  6. Executive Director Report (*Michael McElwee, Page 73*)
  7. Commissioner, Committee Reports
    - a. Bi-State Working Group, Sept. 2 – Fox, Chapman
  8. Action Items
    - a. Authorize Preparation of Solicitation to Select a Replacement Bridge Management Contractor (*Kevin Greenwood, Page 91*)
    - b. Approve Amendment No. 6 to Contract with WSP for Updated Replacement Bridge Preliminary Cost Estimate (*Kevin Greenwood, Page 95*)
  9. Confirmation of Commission Directives to Staff
  10. Commission Call
- 
11. Executive Session under ORS 192.660(2)(e) real estate negotiations.
  12. Possible Action
  13. 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.*

*Port of Hood River Commission  
Meeting Minutes of August 24, 2021 Regular Session  
Virtual Remote Teleconference / Marina Center Boardroom  
5:00 p.m.*

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

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**5:00 p.m.  
Regular Session**

**Present:** Commissioners: Kristi Chapman, Mike Fox, and Heather Gehring. Legal Counsel: Jerry Jaques, and Anna Cavaleri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Fred Kowell, Greg Hagbery, Genevieve Scholl, and Patty Rosas. Guests: Paul Bandlow, and Mark Libby.

**Absent:** Hoby Streich, Ben Sheppard

**Media:** None.

1. **Call to Order:** Commissioner Kristi Chapman called the meeting to order at 5:00 p.m.
  - a. **Modifications or additions to the agenda:** Move Action 8(A) & 8(B) to Presentation & Discussion Items. Add Subject 9 to identify directives or actions that are not an action item.

2. **Public Comment:** None.

3. **Consent Agenda:**

- a. Approve Minutes from the August 10 Regular Session
- b. Approve Enterprise Zone Concurrence for Extension of Tax Abatement for Cardinal Glass Expansion Project
- c. Approve FY 2021-22 Executive Director Work Plan
- d. Approve Addendum No. 2 to Lease with GorgeNet in the Big 7 Building

**Motion:** Approve Consent Agenda

**Move:** Mike Fox

**Second:** Heather Gehring

**Discussion:** None

**Vote:** Unanimous

4. **Informational Reports:**

- a. **Bridge Replacement Project Update** – Kevin Greenwood presented a replacement bridge management contract solicitation schedule for Commission review and discussion. Commissioner Fox commented that this should be presented to the Bi-State Working Group (BSWG) before it comes to the Port Commission. Greenwood deferred this item to the next upcoming Special Meeting.

5. **Presentations & Discussion Items:**

- a. **Contract with Wiss Janey Engineering for Bridge Wire Ropes Replacement** – Michael McElwee introduced Wiss Janey engineer Paul Bandlow to field questions from the Commissioners regarding the wire ropes replacement project. Commissioner Fox asked for the lead time on the cables. Paul Bandlow replied that one company said it would be about 14-16 weeks and another company suggested a lead time of 45 weeks. Fox asked for an installation cost estimate. Bandlow replied that it was probably in the range of \$1-1.5 million.

**Motion:** Approve Amendment No. 2 to contract with Wiss Janey Engineering for bridge wire ropes replacement not to exceed \$83,720.00 plus reasonable reimbursable expenses.

**Move:** Mike Fox

**Second:** Heather Gehring

**Discussion:** None

**Vote:** Unanimous

- b. HDR Engineering for Bridge Weight Limit Live Load Testing (LLT)** – Commissioner Fox would like to speak to legal counsel for their interpretation of Oregon law regarding competitive bidding for the subcontractor element of this contract. Fox also noted that the contractor had stated they would have equipment associated with Non-Destructive Testing (NDT) on standby, and it is not stated in the document. McElwee commented that their operation is focused on putting together the instrumentation for LLT but will identify any anomaly. HDR engineer Mark Libby confirmed NDT equipment would be on hand and utilized should the testing crew identify cracks or members that would require such. Mr. Libby provided an explanation of the low rating factors. Fox requested clarification from legal counsel on whether they are in conformance with state contracting law as it relates to subcontractors. Anna Cavaleri gave a brief explanation and assured Commissioner Fox that they are in conformance.

**Motion:** Approve Amendment No. 2 to Task Order 11 with HDR Engineering for Bridge Weight Limit LLT

**Move:** Mike Fox

**Second:** Heather Gehring

**Discussion:** None

**Vote:** Unanimous

**6. Executive Director Report Highlights:**

- a. Administration** – McElwee noted that the Governor issued a new mask mandate for outdoors. This should not affect Port operations.
- b. Recreation/Marina** – Staff from the Oregon State Marine Board inspected the Marina on August 19 as part of the recertification process for the Clean Marina designation. Marina passed the inspection.
- c. Development/Property** – McElwee noted that the front desk area upgrade has been delayed due to a delay in materials.
- d. Airport** – McElwee provided a monthly report from Tac-Aero, Ken Jernstedt Airfield FBO, summarizing airport activities. Reports will be submitted monthly to the Commission as part of the ED Report.
- e. Bridge/Transportation** – The Port of Cascade Locks has announced that it will post a weight limit of 11 tons on the Bridge of the Gods as early as August 17. The load is expected to return to normal in early October.

**7. Commissioner, Committee Reports:**

- a. Airport Advisory Committee** – Greg Hagbery reported that the AAC discussed ground leasing and there was consensus that doing so would solve a high demand within the pilot community for additional hanger space. The committee felt that ground leasing would also provide opportunities to create revenue for the Port with no capital requirement. There will be more discussion on this topic at the next AAC meeting and possibly a draft recommendation. Hagbery also provided a brief overview for airport operations data from FlightAware and an update on the SDS hanger transfer.
- b. Visit Hood River Committee** – Commissioner Chapman reported that August was not as robust as anticipated for businesses in Hood River. There was discussion about how to drive tourism in for the upcoming fall season.

**8. Action Items:**



- a. **Approve Master Contract and Task Order 1 with Precision Approach Engineering for Engineering Services at the Ken Jenstedt Airfield:** Commissioner Fox questioned the final scores and requested that Commissioners review it once more.

- Motion:** Approve Master Contract and Task Order 1 with Precision Approach Engineering for Engineering Services at the Ken Jenstedt Airfield:
  - Move:** None
  - Second:** None
  - Discussion:** Commission has deferred this item for further review.
  - Vote:** None

9. **New Directive Items:** None

10. **Commission Call:** None

11. **Executive Session:** None

12. **Possible Action:** None

11. **Adjourn:**

- Motion:** Adjourn the meeting
  - Vote:** Unanimous
  - MOTION CARRIED**

The meeting adjourned at 6:31p.m.

Respectfully submitted,

\_\_\_\_\_  
Patty Rosas

**ATTEST:**

\_\_\_\_\_  
Ben Sheppard, President

\_\_\_\_\_  
Mike Fox, Secretary



*Port of Hood River Commission  
Meeting Minutes of August 27, 2021 Special Meeting Regarding Airport Engineering Master Contract  
Virtual Remote Teleconference / Marina Center Boardroom  
10:00 a.m.*

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

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**10:00 a.m.  
Special Meeting**

**Present:** Commissioners: Hoby Streich, Mike Fox, and Heather Gehring. Legal Counsel: Jerry Jaques, and Anna Cavaleri. From Staff: Michael McElwee, Genevieve Scholl.

**Absent:** Kristi Chapman, Ben Sheppard

**Media:** None.

**1. Call to Order:** Commissioner Hoby Streich called the meeting to order at 10:00 a.m. and provided background information for the purpose of the meeting and asked Commissioner Fox to clarify his request for the meeting. Commissioner Fox explained his questions were about the scoring criteria sheet and any other discussions that occurred resulting in the selection. Commissioner Streich provided a recap of the reason for the round table meeting that followed the scoring exercise and that the results of the discussion were a unanimous recommendation to the Commission to award the contract with Precision Approach Engineering.

**2. Action Item:**

**a. Approve Master Contract and Task Order 1 with Precision Approach Engineering for Engineering Services at the Ken Jenstedt Airfield:** Commissioner Fox questioned the final scores and requested that Commissioners review it once more.

**Motion:** Approve Master Contract and Task Order 1 with Precision Approach Engineering for Engineering Services at the Ken Jenstedt Airfield.

**Move:** Fox

**Second:** Gehring

**Discussion:** Commissioner Fox asked whether the roundtable discussion was documented and the meeting notes on record. Michael McElwee reported that the meeting notes are recorded.

**Vote:** Unanimous.

**3. Adjourn:**

The meeting adjourned at 10:05 a.m.

Respectfully submitted,

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Genevieve Scholl

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# Commission Memo



Prepared by: Michael McElwee  
Date: September 7, 2021  
Re: Enterprise Zone Tax Employment Waiver

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The attached memorandum from Jessica Metta, Executive Director at Mid-Columbia Economic Development District (MCEDD) describes a temporary waiver of the employment requirements for businesses that have received an abatement of property taxes within the Cascade Locks – Hood River Enterprise Zone. The waiver is temporary and intended to respond to the challenges faced by businesses during the COVID crisis.

As one of several Enterprise Zone sponsors, the Port must approve or reject this waiver.

**RECOMMENDATION:** Approve Resolution 2021-22-1 temporarily waiving employment requirements otherwise imposed on authorized business firms within the Cascade Locks – Hood River Enterprise Zone.

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## HB 2343 - Enterprise Zone COVID Employment Waiver

### Background

In 2020, Oregon Economic Development Association (OEDA) members recognized that certain Oregon businesses might struggle to meet enterprise zone (EZ) due to the pandemic. This could disqualify employers from the EZ program and require payment of prior years' tax savings even though neither the local government zone sponsor nor employer could have foreseen the COVID-19 pandemic at the time they signed the EZ agreement. In 2021, the OEDA Government Affairs Committee supported HB 2343 which allows local governments to address this challenge.

Governor Brown signed HB 2343<sup>1</sup> on July 19, 2021, now enrolled as chapter 522, Oregon Laws 2021. The enrolled version of the bill is attached, and an electronic version is available on OLIS, the legislature's website<sup>2</sup>. This new law allows (but does not require) an enterprise zone sponsor to adopt a resolution relaxing enterprise zone employment requirements otherwise imposed on authorized business firms for either or both of property tax years beginning on July 1, 2021, and July 1, 2022 if the company reduced employment due to the COVID-19 pandemic.

This document is intended to assist OEDA members in administering the new law.

### Implementation Consideration - Timing

The biggest challenge to effective administration of this local option will likely be timing. Due to Constitutional restrictions on tax measures, the law is not effective until September 25, 2021, shortly before assessors will be finalizing the tax roll for the 2021-22 tax year<sup>3</sup>. **Zone sponsors should communicate with their local assessor ASAP regarding any plans to utilize this new law.**

The new law is applicable to employment requirements for the 2021-22 and 2022-23 tax years, so a zone sponsor may relax the employment requirements for either or both of those years. EZ exemptions are different than most property tax exemptions in that the business must have met employment criteria in the 2020 calendar year to qualify for exemption during the 2021-22 property tax year. So, if the zone sponsor passed a resolution to waive employment requirements for the 2021-22 tax year, the resolution would generally apply to the employment numbers for the 2020 calendar year. If tax year 2021-22 is the first year of exemption, the

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<sup>1</sup> <https://olis.oregonlegislature.gov/liz/2021R1/Measures/Overview/HB2343>

<sup>2</sup> <https://olis.oregonlegislature.gov/liz/2021R1/Downloads/MeasureDocument/HB2343/Enrolled>

<sup>3</sup> The tax year runs from July 1 to June 30, and is based on a January 1 assessment date for the prior year. So when you receive a bill in November 2021 it is based on the value of your property on January 1, 2021 and covers your tax from July 1, 2021 to June 30, 2022, the 2021-22 tax year.

business can meet the employment criteria any time between approval of their authorization and April 1, 2021.

Zone sponsors using this option for the 2021-22 tax year must pass a resolution by November 9, 2021 (45 days after the bill becomes effective). County assessors need to decide by October whether to disqualify the company, **thus we strongly recommend passing the resolution as soon as possible with an effective date of September 25, 2021** (the day the law takes effect). This could save the assessor from having to disqualify a company and then undo that disqualification.

Section 4 of the new law provides an additional path to avoid disqualification by the county. Under Section 4 a zone sponsor that passes a resolution under the new law can refund a company's payment in lieu of tax (PiLoT) made to avoid disqualification under the existing provisions in ORS 285C.240 (6). Making the PiLoT provides certainty to the company that it will not be disqualified and could save the assessor significant work.

As stated above, a resolution may apply to either, or both, the 2021-22 and 2022-23 tax years. A zone sponsor's resolution can cover both years by passing it no later than November 9, 2021 (**though sooner is better**), or the sponsor could wait until June 30, 2022 to pass a resolution covering the 2022-23 tax year.

#### Implementation Consideration – Content of the Resolution

The new law provides two distinct options for a zone sponsor to relax employment requirements. The resolution may:

- suspend employment requirements under Section 2 for an individual company, so the company pays the tax during the suspension but is not disqualified and receives an additional year of exemption at the end of the program for each year of suspension; or
- create a program under Section 3 to waive employment requirements for any company that meets standards identified by the zone sponsor, so companies meeting the standards do not pay the tax for that year as if they had met the employment requirements.

Resolutions adopted under either Section 2 or 3 must include criteria for determining that the employment requirements were not met due to an issue related to the COVID-19 pandemic.

These criteria are specifically outlined in the law and include:

- compliance with mandatory public health safety measures or closures,
- mandatory limitations on facility capacity,
- a decrease in receipts,
- a reduction in sales,
- disruption of the firm's access to markets or supply chains, or
- other factors attributable to the COVID-19 pandemic.



Resolutions to suspend employment requirements for a specific company under Section 2 are generally subject to the standards in ORS 285C.203<sup>4</sup>, the existing statute that zone sponsors use to suspend employment requirements during a recession. The normal requirements in ORS 285C.203 (1)(a) focus on statewide and county unemployment levels and total investment. An employer does not need to meet these criteria for a zone sponsor to suspend the requirements, instead, the company only needs to demonstrate to the zone sponsor that one of the pandemic related factors above apply. Resolutions adopted under Section 2 of the new law *may* also grant additional time for the company to install property (beyond the normal three-year deadline) and still include that activity in the EZ agreement (see Section 2 (3)(a)). ORS 285C.203 requires the zone sponsor to promptly provide a copy of any adopted resolution to the assessor. Again, under this option the company will pay the tax during the suspension but is not disqualified (avoiding the clawback of prior years' benefit) and receives an additional year of exemption at the end of the program for each suspended year.

Resolutions adopted under Section 3 are not company specific and will instead create procedures the zone sponsor will use to determine whether an individual company meets standards to continue to receive the EZ exemption despite not meeting its employment requirements under the EZ agreement. The requirements for the resolution are laid out in Section 3 of the new law, including:

- procedures for allowing the sponsor to grant the exemption,
- standards for establishing a minimum number of employees, and
- criteria for determining that the employment loss was pandemic related (see above).

Section 3 also requires that zone sponsors send any resolutions adopted under that section be to Business Oregon and the Oregon Department of Revenue within 30 days of adoption, to notify the county assessor within 30 days of granting a waiver to any company. The zone sponsor is required to submit a report to Business Oregon detailing the implementation of the resolution. Companies must meet any requirements of the resolution to maintain their exemption and continue to meet all other non-employment related requirements of the EZ program, including employment data reporting.

## Conclusions

OEDA appreciates the work of our members who put their time into this concept starting in 2020 and the legislators who supported us. Communication between the zone sponsor, the county assessor, and the affected businesses is key to successful implementation. We know that our members are up to the task and that together we can continue to help Oregon businesses weather the pandemic.

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<sup>4</sup> [https://www.oregonlegislature.gov/bills\\_laws/ors/ors285C.html](https://www.oregonlegislature.gov/bills_laws/ors/ors285C.html)

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**Enrolled**  
**House Bill 2343**

Sponsored by Representatives BONHAM, LIVELY, Senator FINDLEY; Representatives BOSHART DAVIS, DRAZAN, HAYDEN, KROPPF, LEVY, MORGAN, NOBLE, RESCHKE (Presession filed.)

CHAPTER .....

AN ACT

Relating to local government authority to suspend enterprise zone employment requirements; and prescribing an effective date.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** Sections 2 to 4 of this 2021 Act are added to and made a part of ORS 285C.050 to 285C.250.

**SECTION 2.** (1)(a) Notwithstanding ORS 285C.203 (1)(a), the governing body of a sponsor may adopt a resolution to suspend, as provided in ORS 285C.203, the obligation of a qualified business firm to meet the employment requirements of ORS 285C.200 if the reduced employment or financial distress of the firm is a result of the COVID-19 pandemic for which the Governor declared a state of emergency on March 8, 2020.

(b) A resolution may be adopted pursuant to this subsection under any procedures or authority permitted under state and local law applicable in a declared public health emergency.

(c) A resolution adopted pursuant to this subsection must set forth criteria for establishing that the COVID-19 pandemic prevented the qualified business firm from meeting the employment requirements of ORS 285C.200, including:

- (A) Compliance with mandatory public health safety measures or closures;
- (B) Mandatory limitations on facility capacity;
- (C) A decrease in receipts;
- (D) A reduction in sales;
- (E) Disruption of the firm's access to markets or supply chains; or
- (F) Other factors attributable to the COVID-19 pandemic.

(d) A resolution adopted pursuant to this subsection is not subject to the alternative deadline in ORS 285C.203 (3)(a)(B).

(2)(a) The resolution described in subsection (1) of this section is not effective unless adopted by the governing body of the enterprise zone on or before the later of June 30 immediately preceding the property tax year for which suspension is sought or 45 days following the effective date of this 2021 Act.

(b) The resolution may provide that the suspension applies to either or both of the property tax years beginning on July 1, 2021, and July 1, 2022.

(3) A resolution for suspension adopted pursuant to this section has the following effects:

(a) Tolling the deadline for claiming exemption for additional property under ORS 285C.225 (3)(b) until after the period of suspension has ended, if so provided in the resolution.

(b) Converting the denial under ORS 285C.175 of an exemption on qualified property that would otherwise have begun on July 1, 2021, into a one-year period of suspension beginning on that date.

(4) Any curtailment of operations that is permitted under a resolution adopted pursuant to this section is not subject to ORS 285C.240 (1)(b).

**SECTION 3.** (1) The qualified property of an authorized business firm may be granted an exemption, or continuation of an exemption, under ORS 285C.175 notwithstanding the fact that the firm does not meet the qualifications under ORS 285C.200 (1)(c), (d) or (e) or (2) if the failure of the firm to meet the qualifications is a result of the COVID-19 pandemic for which the Governor declared a state of emergency on March 8, 2020, and:

(a) The governing body of the sponsor adopts a resolution, on or before the later of June 30 immediately preceding the property tax year for which exemption is sought or 45 days following the effective date of this 2021 Act, that sets forth:

(A) Procedures for allowing the sponsor to grant the exemption;

(B) Standards for establishing a minimum number of employees of an authorized business firm; and

(C) Criteria for establishing that the COVID-19 pandemic prevented the authorized business firm from meeting the qualifications under ORS 285C.200 (1)(c), (d) or (e) or (2), including:

(i) Compliance with mandatory public health safety measures or closures;

(ii) Mandatory limitations on facility capacity;

(iii) A decrease in receipts;

(iv) A reduction in sales;

(v) Disruption of the firm's access to markets or supply chains; or

(vi) Other factors attributable to the COVID-19 pandemic;

(b) A copy of the resolution is provided to the county assessor, the Department of Revenue and the Oregon Business Development Department within 30 days following the adoption of the resolution;

(c) Within 30 days following the date on which the sponsor grants the exemption, the sponsor provides the county assessor with written notice that the exemption has been granted; and

(d) The authorized business firm satisfies the requirements established under the resolution adopted pursuant to this subsection and any otherwise applicable requirements under ORS 285C.050 to 285C.250, including, but not limited to, filing a claim that contains employment data for purposes of ORS 285C.220.

(2) A resolution may be adopted pursuant to subsection (1) of this section under any procedures or authority permitted under state and local law applicable in a declared public health emergency.

(3) A resolution adopted pursuant to subsection (1) of this section may grant an exemption, or continuation of an exemption, for property tax years beginning on or after July 1, 2021, and before July 1, 2023.

(4) Failure of an authorized business firm to meet any requirement adopted pursuant to subsection (1) of this section shall be subject to the notice requirements and disqualification of the authorized business firm's qualified property under ORS 285C.240, unless the firm satisfies the requirements of ORS 285C.200 without the exceptions allowed under subsection (1) of this section.

(5) Any curtailment of operations that is permitted under a resolution adopted pursuant to this section is not subject to ORS 285C.240 (1)(b).

(6) A county assessor is not obligated to verify compliance of an authorized business firm with any requirement imposed on the firm by a sponsor pursuant to this section.

(7) The governing body of a sponsor that adopts a resolution pursuant to subsection (1) of this section shall submit a written report to the Oregon Business Development Department detailing the implementation of the resolution.

**SECTION 4.** (1) This section applies to:

(a) A qualified business firm to which a resolution to suspend adopted pursuant to section 2 of this 2021 Act applies; and

(b) An authorized business firm whose qualified property is exempt under a resolution adopted pursuant to section 3 of this 2021 Act.

(2)(a) Notwithstanding ORS 285C.240 (6)(b), the sponsor that adopted the applicable resolution and that collected from the business firm under ORS 285C.240 (6)(a) an amount equal to the property taxes for qualified property of the business firm that would otherwise have been due for the assessment years beginning on January 1, 2020, or January 1, 2021, may refund to the business firm, without interest, all or any part of the amount so collected.

(b) The notice given by the business firm to the county assessor under ORS 285C.240 (1) with respect to paragraph (a) of this subsection shall not count as the first notice given by the business firm for purposes of ORS 285C.240 (6)(c).

**SECTION 5.** Sections 2 and 3 of this 2021 Act are repealed on the date that is one year following the date on which the declaration of a state of emergency issued by the Governor on March 8, 2020, and any extension of the declaration, is no longer in effect.

**SECTION 6.** This 2021 Act takes effect on the 91st day after the date on which the 2021 regular session of the Eighty-first Legislative Assembly adjourns sine die.

Passed by House June 1, 2021

Received by Governor:

Repassed by House June 24, 2021

.....M,....., 2021

Approved:

.....  
Timothy G. Sekerak, Chief Clerk of House

.....M,....., 2021

.....  
Tina Kotek, Speaker of House

.....  
Kate Brown, Governor

Passed by Senate June 23, 2021

Filed in Office of Secretary of State:

.....M,....., 2021

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Peter Courtney, President of Senate

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Shemia Fagan, Secretary of State

**Resolution No. 2021-22-1**

**A RESOLUTION SUSPENDING ENTERPRISE ZONE EMPLOYMENT REQUIREMENTS OTHERWISE IMPOSED ON AUTHORIZED BUSINESS FIRMS**

**WHEREAS**, the Oregon Legislative Assembly has adopted the provisions of ORS 285C.050 to 285C.250 to stimulate and protect economic success in such areas of the state by providing tax incentives for employment, business, industry and commerce;

**WHEREAS**, one or more cities, counties and ports may designate an area situated partly within each city and partly in unincorporated territory within the counties or ports as an enterprise zone;

**WHEREAS**, Hood River County, Port of Hood River, Port of Cascade Locks, City of Hood River and City of Cascade Locks have designated and jointly sponsor an enterprise zone known as the Cascade Locks-Hood River Enterprise Zone and that the Mid-Columbia Economic Development District is jointly appointed as the local zone manager for this enterprise zone;

**WHEREAS**, the Oregon Legislative Assembly adopted House Bill 2343, relating to local government authority to suspend enterprise zone employment requirements, to be added to and made part of ORS 285C.050 to 285C.250 and taking effect on September 25, 2021;

**WHEREAS**, the Oregon Governor declared a state of emergency on March 8, 2020, as a result of the COVID-19 pandemic; and

**WHEREAS**, Hood River County, Port of Hood River, Port of Cascade Locks, City of Hood River and City of Cascade Locks, as joint sponsors of the Cascade Locks-Hood River Enterprise Zone, wish to establish new guidelines to suspend, as provided in ORS 285C.203, the obligation of a qualified business firm to meet the employment requirements of ORS 285C.200 if the reduced employment or financial distress of the firm is a result of the COVID-19 pandemic.

**NOW, THEREFORE, THE [governing body] OF THE [entity] RESOLVES AS FOLLOWS:**

SECTION 1. Revision of employment requirements. The [governing body] hereby agrees to grant an exemption, or a continuation of an exemption, to a qualified property of an authorized business firm under ORS 285C.175 notwithstanding the fact that the firm does not meet the qualifications under ORS 285C.200 (1)(c), (d) or (e) or (2) if the failure of the firm to meet the qualifications is a result of the COVID-19 pandemic for which the Governor declared a state of emergency on March 8, 2020.

- (A) A revised requirement for minimum employment of at least 50% of the firm's average annual employment in 2019 for any authorized business firms that did not meet the regular employment requirements before April 1, 2021, to be considered exempt for the tax years starting July 1, 2021 and ending June 30, 2022 and starting on July 1, 2022, and ending June 30, 2023.
- (B) The Enterprise Zone Manager will provide the county assessor with written notice that an exemption has been granted within 30 days following the date on which the exemption was granted.



- (C) The authorized business firm will be required to satisfy the requirements adopted pursuant to this section and any otherwise applicable requirements under ORS 285C.050 to 285C.250, including, but not limited to, filing a claim that contains employment data for purposes of ORS 285C.220.
- (D) Failure of an authorized business firm to meet any requirement adopted pursuant to this section shall be subject to the notice requirements and disqualification of the authorized business firm's qualified property under ORS 285C.240, unless the firm satisfies the requirements of ORS 285C.200 without the exceptions allowed under this section.
- (E) The authorized business firm will be required to provide documentation to establish that the COVID-19 pandemic prevented the authorized business firm from meeting the employment requirements of ORS 285C.200, including:
  - a. Compliance with mandatory public health safety measures or closures;
  - b. Mandatory limitations on facility capacity;
  - c. A decrease in receipts;
  - d. A reduction in sales;
  - e. Disruption of the firm's access to markets or supply chains; or
  - f. Other factors attributable to the COVID-19 pandemic.

SECTION 2. Refund of payments in lieu of denial payments. The [governing body] hereby agrees that, notwithstanding ORS 285C.240 (6)(b), the joint sponsors that collected from the business firm under ORS 285C.240 (6)(a) an amount equal to the property taxes for qualified property of the business firm that would otherwise have been due for the assessment years beginning on January 1, 2020 (to cover tax year July 1, 2020, to June 30, 2021), or January 1, 2021 (to cover tax year July 1, 2021, to June 30, 2022), may refund to the business firm, without interest, all or any part of the amount so collected.

- (A) A notice given by the business firm to the county assessor under ORS 285C.240 (1) shall not count as the first notice given by the business firm for purposes of ORS 285C.240 (6)(c).

SECTION 3. Termination Date. Sections 1 and 2 of this resolution shall be rescinded on the date that is one year following the date on which the declaration of a state of emergency issued by the Governor on March 8, 2020, and any extension of the declaration, is no longer in effect.

SECTION 4. Effective Date. This resolution takes effect on the later of the date of its adoption or September 25, 2021.

APPROVED AND ADOPTED by the [governing body] on this \_\_\_ day of \_\_\_\_\_, 2021.

SIGNED:

ATTEST:

\_\_\_\_\_  
Michael S. McElwee, Executive Director  
Port of Hood River

\_\_\_\_\_  
Fred Kowell, CFO  
Port of Hood River

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# Commission Memo



Prepared by: Ben Sheppard  
Date: September 7, 2021  
Re: Executive Director Contract

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Vice-President Chapman and I serve on the Port's Personnel Committee. We have discussed the employment contract of Executive Director ("ED") Michael McElwee following his annual review which was carried out at the June 22, 2021 and July 13, 2021 Commission meetings. This is a routine step following the Executive Director's annual performance review.

The following factors were key to our assessment:

- The Commission's overall evaluation of the ED's performance in the 20/21 review period met and exceeded expectations.
- Most of the goals on the ED Work Plan were successfully completed.
- The ED did not request and the Commission did not consider a salary adjustment following the 19/20 review period due to the unfolding COVID crisis.
- Over the past two fiscal years the Consumer Price Index ("CPI") increased by 5.45%.

Based on these and other factors, the Personnel Committee recommends that the Executive Director's contract be amended to provide a 4% salary increase retroactive to July 1, 2021.

This amount correlates with an approximately 1.45% net salary decrease after accounting for CPI but is consistent with a fiscally conservative approach.

The proposed contract amendment is attached.

**RECOMMENDATION:** Authorize 13<sup>th</sup> Amendment to the Employment Agreement between the Port of Hood River and Executive Director Michael McElwee, subject to legal counsel review.

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Port of Hood River  
Executive Director  
EMPLOYMENT AGREEMENT  
13TH AMENDMENT

**RECITALS:**

The Port of Hood River ("Port") and Michael McElwee ("McElwee") entered into an Employment Agreement dated June 17, 2008, amended on June 23, 2009, July 20, 2010, July 12, 2011, July 12, 2012, June 19, 2013, September 10, 2014, August 18, 2015, September 6, 2016, July 17, 2017, August 28, 2018, July 15, 2019, and August 3, 2021 ("Employment Agreement").

McElwee and Port wish to amend the Employment Agreement to recognize the progress the Port has made on several fronts over the last contract year.

**AGREEMENT:**

Salary Change

Paragraph "5" of the Employment Agreement is amended by replacing the current last sentence with the following new last sentence:

*"Effective July 1, 2021, the monthly salary of the Executive Director shall increase by 4% to \$12,662.83."*

Except as modified by this Thirteenth Amendment, all terms of the Employment Agreement remain unchanged and in full force and effect.

DATED: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Michael S. McElwee, Port Executive Director

\_\_\_\_\_  
Ben Sheppard, Port Commission President

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# Commission Memo



Prepared by: Greg Hagbery  
Date: September 3, 2021  
Re: Earth and Muscle – New Lease

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Earth and Muscle, LLC provides deep tissue massage therapy, structural integration, craniosacral, motor vehicle accident massage and nutritional therapy. The company is owned and operated by Jonathan Fessler who is a certified Nutritional Therapy Practitioner and Licensed Massage Therapist.

Earth and Muscle seeks to lease Suite 102 in the Marina Park Building #1. The previous tenant, Cookie Gilpatrick, intends to sublease the space from Earth and Muscle for two days a week for massage therapy purposes. Physical and nutritional therapy fits well with the similar businesses currently leasing in Marina Park Building #1.

**RECOMMENDATION:** Approve Lease with Earth and Muscle, LLC at the Marina Park Building #1, Suite 102.

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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 **Earth and Muscle LLC**, an Oregon limited liability company and, hereinafter referred to as “Lessee.”

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 197 square feet of space in Lessor’s building commonly known as the Marina Park 1 Building (“Building”) located at 700 E. Port Marina Way, Hood River, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name:	“Marina Park 1”
Building Address:	700 E. Port Marina Way. Hood River, OR 97031
Lessee Suite/Description:	102
Leased Area:	197 SF
Rentable Area:	223 SF

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **September 1, 2021** and continuing through August 31, 2022. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for two extension term(s) of one year(s) each, through August 31, 2022, provided Lessee gives Lessor written notice of Lessee’s intent to renew the Lease for the additional term while the Lease is in effect. To be effective, Lessee’s notice to renew must be received by Lessor no later than 90 days prior to the Lease termination date.

Effective Date:	September 9, 2021
Lease Expiration Date:	September 8, 2022
Renewal Options:	two (2) one (1) year option
Renewal Notice Requirement:	90 days

- 3. Allowed Use.** Lessee shall use the Leased Premises for Massage Therapy and related services. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion.
- 4. Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to “Building Common Areas” consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A “Load Factor” is calculated to determine Building tenant payments owed for Building Common Area Operating Expenses, which is added to Base Rent.

Load Factor Formula: The total Building square footage is 3,035 SF. The Building Common Area square footage is 738 SF. The total Building square footage divided by the total Building square

footage minus the Building Common Area square footage equals the Load Factor %. The (Building Name) Load Factor is 13%.

Rentable “Area square footage” is the Leased Premises square footage (197 SF) plus the Load Factor area square footage (26 SF). The Rentable Area square footage used to calculate rent is 223 SF.

**5. Rent**

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

**5.1 Base Rent.** Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. 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.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
102	223	1.45	\$323.35

**5.1.1 Consumer Price Index (CPI).** Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (CPI) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

**5.2 Additional Rent.** Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2.

**5.3 Additional Rent Calculation.**

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
223	\$0.20	\$44.60



**5.3.1** **Operating Expenses.** Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

**5.3.1.1** All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

**5.3.1.1.1** General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;

**5.3.1.1.2** Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;

**5.3.1.1.3** Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

**5.3.1.1.4** General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

**5.3.1.1.5** Property management and administration fees required to enable the Building to be used by tenants and maintained.

**5.3.1.2** All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

**5.3.1.3** Operating Expenses shall not include (a) Lessor’s capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys’ fees incurred in enforcing the terms of any lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor’s general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

**5.3.1.4** Additional rent charged to tenant may not exceed an annual increase of 4%.

**5.3.2** **Taxes and Assessments.** Lessee shall pay its proportionate share of all current assessments, real estate taxes, other taxes, fees and other charges levied or

imposed by any governmental body against the Leased Premises, the Building, Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

**5.3.3 Annual Adjustment/Reconciliations.** Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

**5.3.4 Market Rent Payable If Lease Option Is Exercised.** If the Lease is in effect 180 days prior to its renewal term, then not more than 180 days from such renewal term, Lessor will notify Lessee in writing what the monthly Rent amount for the Leased Premises will be on the date of the renewal term, if Lessee exercises Lessee's option to renew the Lease. The renewal term Rent amount will be based on Lessor's good faith estimate of the fair market monthly rental rate for the Leased Premises upon the start of the renewal term including a CPI adjustment, provided however, the Rent amount will not be less than the most recent monthly Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the renewal term monthly Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is

dissatisfied with or has questions about the fair market monthly Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

**6. Building Common Areas and Building Exterior Areas.** Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use or benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit B". Use of available Building Common Areas and Building Exterior Areas shall be subject to like, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere with or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

**6.1** Building Exterior Areas include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in Exhibit B.

**6.2** Building Common Areas include interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

**7. Parking.** Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. Lessor shall have no obligation to monitor parking or enforce parking restrictions.

**8. Maintenance and Repair.**

Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. A portion of the cost of Lessor maintenance and repair activities related to Lessee's occupancy of the Leased Premises shall be payable by Lessee as Additional Rent.

**8.1 Lessor Obligations.** Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric

services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

**8.2 Lessee Obligations.** During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses.

## **9. Insurance**

**9.1 Lessee 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.

**9.2 Lessee Insurance.** On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises. The combined single limit shall not be less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor 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.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned

or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

**9.3 Building Damage or Destruction.** Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) 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 or related to repairs undertaken by Lessor.

**10. Lessor Funded Tenant Improvements.** If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

**11. Tenant Alterations.** Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) Materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.

**12. Fixtures and Personal Property.** Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises or Building. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property 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 personal property, 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 affect 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.

**13. Condemnation.** If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

**14. 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 the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

**15. Leased Premises Condition; Lessor Access.** Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Landlord in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of the Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of the Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 24 hours oral notice (without notice to protect public health and safety in an emergency) to inspect

it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor 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 and pay Lessor's related costs.

Lessor shall provide up to 5 access keys to the Leased Premises or up to 5 access cards. Additional keys or lost keys may be purchased from Lessor for \$20 per key. Additional access cards may be purchased from Lessor for \$25 per card. If Lessor is managing a key system which requires issuance of a rekey Lessee shall be responsible for the cost associated with Lessor issuing a rekey.

**16. 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.

**17. 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.

**18. 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.

**19. 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 Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

Lessee has requested permission to enter into a sublease agreement by and between, Cookie Gilpatrick, an Oregon licensed Massage Therapist and the Lessee, Earth and Muscle LLC, an Oregon limited liability company. The sublease agreement is attached as "Exhibit C".

**20. Default.** Time is of the essence of performance of all the requirements of this Lease. If any Rent 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 Leased 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 Rent and damages shall survive such termination and Lessor may re-enter, take possession of the Leased 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.

**21. Holdover.** If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a Lessee from month to month, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Lessor may choose to lower the rental rate and will notify Lessee of such choice in writing once Lessee is holding over. 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.

**22. Notices.** Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Jonathan Fessler, 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, 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.

**23. Dispute Resolution.** Any dispute involving this Lease may be resolved by court action or mediation if both parties agree. 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 court action or 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.

**24. 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 \_\_\_\_\_, 20---.

Lessee:

Lessor:

Signed:

Signed:

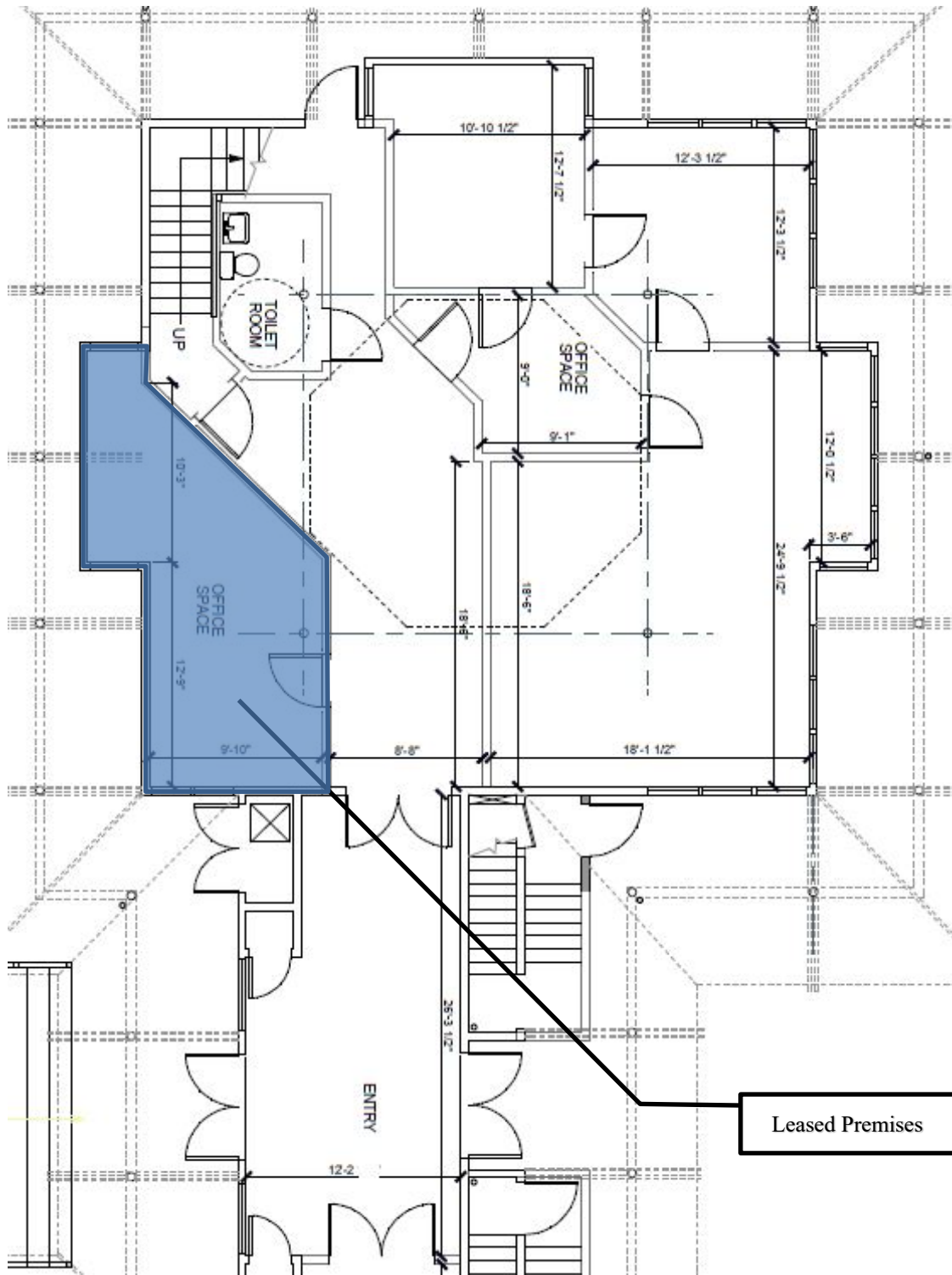
By: \_\_\_\_\_  
Jonathan Fessler  
Its: Earth and Muscle LLC  
Address:

By: \_\_\_\_\_  
Michael McElwee  
Its: Executive Director  
Address: 1000 E. Port Marina Drive  
Hood River, OR 97031

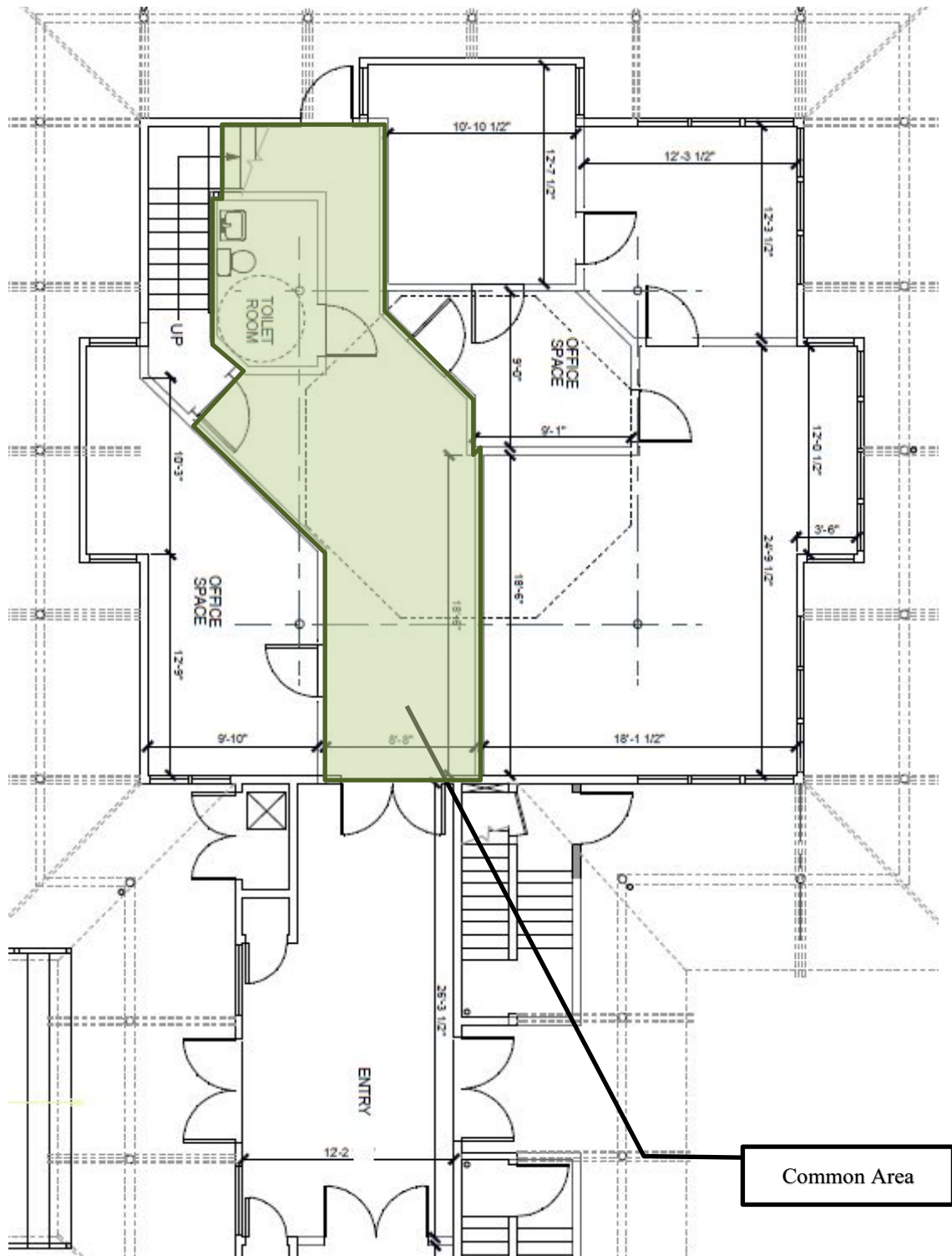
Email/phone: (503) 830-0069

Email/phone: (541) 386-1645

**Exhibit A  
LEASED PREMISES**



**Exhibit B  
COMMON AREAS AND BUILDING EXTERIOR AREAS**



## Exhibit C

**SUBLEASE AGREEMENT**

This **Sublease Agreement** is made between **Earth & Muscle LLC**, individually and **Cookie Gilpatrick**, as the "Sublessee," together referred to as the "Parties."

The Parties agree that the Sublessee shall lease from the Sublessor a portion of the Sublessor's interest in the premises located at 700 East Port Marina Drive Suite 102, (the "Premises") on the following terms:

1. **SUBLEASE TERM.** The term of the Sublease will be for a period of 12 months, beginning on **September 9, 2021** and ending on **September 8th 2022**.
2. **RENT.** Sublessee will pay a total monthly rent of **\$1.00**. Rent will be payable on the first day of each month directly to the Sublessor.
3. **SECURITY DEPOSIT.** Sublessee will pay **\$1.00** to Sublessor as a security deposit. Deductions permitted by law may be made from the security deposit and the remainder, if any, shall be returned to Sublessee within 30 days of the termination of tenancy.
4. **TERMINATION NOTICE.** Sublessee's tenancy will terminate on the date specified in Section 1 above, unless Sublessor and Sublessee sign another written agreement prior to the end of tenancy providing for an additional period of tenancy. Sublessee is not responsible for finding a replacement upon the termination of his/her tenancy.
5. **SUBLESEE'S INTEREST IN THE PREMISES.** Sublessee is one of 1 total tenants occupying the Premises under the Sublessor Earth & Muscle LLC. The Sublessee shall only utilize the premises for massage therapy on Mondays and/or Tuesdays of each month.
6. **MASTER LEASE.** Sublessee acknowledges that Sublessor has leased the Premises from the Port of Hood River by Lease Agreement entered into by Sublessor and the Port of Hood River, dated effective September 1, 2021 (the "Master Lease"). Sublessee also acknowledges that Sublessor has received permission from the Port of Hood River, per the terms of the Master Lease, to enter into this Sublease Agreement with Sublessee. In addition to the provisions of this Sublease Agreement, the Sublessee agrees to be bound by all the terms, conditions and obligations of Sublessor as lessee in the Master Lease, including, but not limited to, Master Lease sections: (i) 8.2, Maintenance and Repair/Lessee's Obligations; (ii) 9, Insurance; (iii) 11, Tenant Alterations; (iv) 12, Fixtures and Personal Property; and (v) 14, Signs. The Master Lease is attached to and incorporated into this Sublease Agreement by and between Sublessor and Sublessee
7. **TERMINATION OF MASTER LEASE.** If Sublessor terminates his/her tenancy in the Premises under the Master Lease, Sublessor will provide 30 days' notice to Sublessee. Sublessee agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate as of the same date.
8. **CONDITION OF THE PREMISES.** Upon the termination of this Sublease Agreement for any cause, Sublessee will leave the Premises in their original good condition. Sublessee is responsible for the

repair of any damage resulting from the act or neglect of Sublessee or those persons who are invitees of the Sublessee.

9. **SUBLEASING AND ASSIGNMENT.** Sublessee may not lease, sublease, or assign the Premises without the prior written consent of the Sublessor.

10. **COMPLETE AND BINDING AGREEMENT.** All preliminary negotiations between the Parties are merged into, and superseded by, the terms of this Sublease. This Sublease will not be enforceable until signed by both Sublessee and Sublessor. Any modification to this Agreement must be in writing, signed by both Sublessor and Sublessee.

11. **GOVERNING LAW.** This Agreement shall be governed by the laws in the state of OREGON. We, the Undersigned, agree to the above stated terms.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

Sublessee:

Sublessor:

Signed:

Signed:

By: \_\_\_\_\_  
Cookie Gilpatrick

By: \_\_\_\_\_  
Earth and Muscle LLC

Address:

Address:

Email/phone:

Email/phone:

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# Commission Memo



Prepared by: Fred Kowell  
Date: September 7, 2021  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$11,325.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$11,325.00</b>
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# JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1  
 September 02, 2021  
 Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance	
MCELWEE EMPLOYMENT CONTRACT	375.00	150.00	0.00	0.00	-375.00	\$150.00
MISCELLANEOUS MATTERS JJ	2,325.00	725.00	0.00	0.00	-2,325.00	\$725.00
FBO AIRPORT AGREEMENT (Gifford/Classic Wings)	3,375.00	0.00	0.00	0.00	-3,375.00	\$0.00
NORTHWAVE LEASE (Northwave, Inc/Blake Richards)	0.00	200.00	0.00	0.00	0.00	\$200.00
AUDIT LETTERS	80.00	0.00	0.00	0.00	-80.00	\$0.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)	2,325.00	700.00	0.00	0.00	-2,325.00	\$700.00
BRIDGE SOFTWARE (P Square Solutions)	50.00	0.00	0.00	0.00	-50.00	\$0.00
AIRPORT HANGER LEASE (Gorge Leasing Co/SDS Lumber)	3,575.00	0.00	0.00	0.00	-3,575.00	\$0.00
BRIDGE LIFT ENGINEER CONTRACT (HDR Inc.)	0.00	725.00	0.00	0.00	0.00	\$725.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
CONCESSION PERMIT (Sandbar Cafe, LLC)					
0.00	225.00	0.00	0.00	0.00	\$225.00
THROUGH THE FENCE AGREEMENT (Timothy O'Donnell)					
5,975.00	175.00	0.00	0.00	-5,975.00	\$175.00
LIFT SPAN ENGINEER SERVICES (Stafford Bandlow)					
0.00	325.00	0.00	0.00	0.00	\$325.00
EXECUTIVE DIRECTOR EVALUATION					
150.00	0.00	0.00	0.00	-150.00	\$0.00
HANGAR DESIGN BUILD					
50.00	0.00	0.00	0.00	-50.00	\$0.00
BRIDGE TELECOM EASEMENT					
825.00	0.00	0.00	0.00	-825.00	\$0.00
BRIDGE CABLE EASEMENT					
325.00	0.00	0.00	0.00	-325.00	\$0.00
RESIDENTIAL PROPERTY					
2,395.00	0.00	0.00	0.00	-2,395.00	\$0.00
ODOT LAND EXCHANGE (BRIDGE AREA)					
0.00	450.00	0.00	0.00	0.00	\$450.00
BISTATE BRIDGE COMMISSION					
1,325.00	0.00	0.00	0.00	-1,325.00	\$0.00
BARMAN PROPERTY					
750.00	0.00	0.00	0.00	-750.00	\$0.00
OSMB FACILITY GRANT					
425.00	0.00	0.00	0.00	-425.00	\$0.00
WAAAM HANGAR LEASE					
125.00	4,275.00	0.00	0.00	-125.00	\$4,275.00
AIRPORT - PRECISION APPROACH ENGINEERING					
0.00	1,900.00	0.00	0.00	0.00	\$1,900.00
LEASE - FESSLER, JONATHAN - MARINA PARK 1					
0.00	300.00	0.00	0.00	0.00	\$300.00
MARINA - BOAT CRANE WAIVER					
0.00	350.00	0.00	0.00	0.00	\$350.00
PROJECT MANAGER - REPLACEMENT BRIDGE					
0.00	450.00	0.00	0.00	0.00	\$450.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE (Gorge Net)					
JJ					
0.00	225.00	0.00	0.00	0.00	\$225.00
PROPERTY PURCHASE (Phil Jensen/Luhr Jensen)					
25.00	150.00	0.00	0.00	-25.00	\$150.00
<u>24,475.00</u>	<u>11,325.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-24,475.00</u>	<u>\$11,325.00</u>

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

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Project Director Report  
September 7, 2021

The following summarizes Bridge Replacement Project activities from Aug. 20-Sept. 3, 2021:

#### **PROJECT MANAGEMENT UPDATE**

- *Staff has worked on developing materials for the additional Preliminary Cost Estimate being discussed by the Commission at tonight's meeting.*
- *Staff is working with BSWG members to develop a draft RFP for the selection of the Replacement Bridge Management Contract (RBMC). This approach will rely less on outside consultant assistance but increase use of outside counsel and agency review.*

#### **GOVERNMENT AFFAIRS/LOBBYING UPDATE**

- *Miles Pengilly, Thorn Run Partners, met with Oregon Sen. Beyer and Rep. McLain last month about the bridge commission bill. Beyer has no concerns about passing legislation in 2022, although there will not be an omnibus transportation bill in the Joint Transportation Committee next session either. That would require the bridge authority concept to be a standalone bill introduce either as a committee bill or by Sen. Thomsen/Rep. Williams. McLain continues to worry about implications of bridge authority legislation and how it could influence I-5 bridge discussions, but she understands the need for a Hood River-White Salmon commission. A meeting is being planned with her, Beyer, the JTC administrator and others about the concept in the coming week.*
- *Staff will be meeting with government affairs team to review legislative goals and develop recommendations for the BSWG later this month.*

#### **FEIS/ROD CRITICAL PATH UPDATE**

- *Milestone update quantifying FEIS/ROD completion in February.*
- *White Salmon Mayor Marla Keether and Planner Brendan Conboy attended Sept. 1<sup>st</sup> Sec. 106 Consulting Parties meeting to answer questions on the Columbia River Footbridge proposal submitted last month. FHWA felt that the plan was not feasible and had been removed from consideration in previous planning efforts.*
- *FHWA/ODOT has agreed to include in the Sec. 106 memo of understanding (MOU) a request to keep a portion of the existing bridge approach on the Washington side as a mitigation element that could serve as an interpretative site as well as an access to the White Salmon Waterfront Park. A feasibility study will likely be recommended to determine the viability of the proposal.*
- *FHWA/ODOT feel that the project can support avoiding an adverse effect on a key archaeological site off of SR-14. This had been a key risk item. The increased review time and additional mapping efforts directly resulted in this positive outcome.*

## **GOVERNANCE/BSWG UPDATE**

- *Port staff and Washington state legislative staff will be presenting a summary of the draft legislation to the Joint Transportation Committee (JTC) on Sept. 23<sup>rd</sup>.*
- *Steve Siegel will give an update to the BSWG on the drafted bridge authority legislation at the Sept. 13<sup>th</sup> meeting.*
- *Other issues on the agenda for Sept. 13<sup>th</sup> include:*
  - *Update from Thorn Run on Oregon legislative process*
  - *Update of Washington state bridge authority legislation*
  - *Update on PCE progress*
  - *Update on RBMC RFP development*
  - *Review of project financing projections*
  - *Update on NEPA*
  - *Review of past minutes*

## **FUNDING & FINANCING UPDATE**

- *BUILD has indicated that the Port will be working directly with FHWA for the administration of the BUILD funds.*
- *The transfer agreement between Oregon and Washington for Washington's \$5-million contribution is currently being reviewed by the state Attorney General offices.*
- *ODOT has indicated that until arrangements are made between the AG offices for the transfer funds and the feds for the ARPA funds, pre-award of funds will likely not be possible.*
- *Continuing to monitor ODOT's role in providing technical assistance to the post-NEPA effort.*

## **MEETING SCHEDULE**

- **Sec. 106 Consulting Parties #4, Sept. 1**
- **BSWG Special Meeting, Sept. 2**
- **Exeltech Inquiry, Sept. 3**
- **WSP Weekly Check In, Sept. 6**
- **Thorn Run Partners, Sept. 7**
- **Sec. 106 Cultural Resources, Sept. 9**
- **WSP Weekly Check In, Sept. 13**
- **BSWG Meeting, Sept. 13**
- **Legislative Goals Review, Sept. 14**
- **AECOM Inquiry, Sept. 15**
- **BUILD Grant Check In, Sept. 16**
- **Oregon Pub. Ports Assoc., Sept. 16**
- **WSP Weekly Check In, Sept. 20**
- **Thorn Run Partners, Sept. 21**



## MEMO

**TO:** Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River  
**FROM:** Brian Carrico, WSP  
**SUBJECT:** Status of Critical Path Activities and Projected Work through August 15th  
**DATE:** August 18, 2021 Updated August 30, 2021

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## CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below. Completed actions with no activity are not noted.

### 1. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

#### PROGRESS:

- ODOT indicated completion by end of September.

#### CHALLENGES:

- None.

#### SCHEDULE RISKS:

- **Moderate risk** associated with NOAA Fisheries for completing consultation on schedule. Not expected to impact overall schedule.

SCHEDULED COMPLETION DATE: **7/16/2021 (JUNE MEMO)**

SCHEDULE ADJUSTMENT: **10/1/2021 (AUGUST UPDATE)**

- NOAA Fisheries staff have indicated that higher priority projects have resulted in limited staffing availability to complete the task.
- Adjusted schedule to reflect timing commitment from NOAA Fisheries to ODOT.
- Successor task: Final EIS (final review draft)

### 2. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

- Prepared for and conducted consulting parties meeting in July. Prepared summary.
- Coordination on review of the Archaeological Testing Report and Survey Report to Oregon SHPO, Washington State DAHP, other agencies and tribes.
- Addressing information requests.



**CHALLENGES:**

- Consultation with tribes has been occurring but reaching resolution on impacts and mitigation remains challenging.

**SCHEDULE RISKS:**

- **High risk:** Obtaining final reviews and addressing comments from agencies and tribes are high risk items as there is much interest by these agencies and the tribes to accurately document archaeological resources and avoid or minimize impacts from the project.

**SCHEDULED COMPLETION DATE: 11/18/2021 (JUNE MEMO)**

**SCHEDULE ADJUSTMENT: 12/16/2021 (AUGUST UPDATE)**

- Additional time was needed for agencies and tribes to review the archaeology survey and testing reports and to address comments received from those entities and update the reports. This requires updating mapping to delineate site boundaries to the extent possible based and correspond those with the design work to date, align accurate parcel boundaries, and illustrate the different types of impacts and no work zones proposed.
- Additional coordination with DAHP, SHPO and tribes to ensure they agree with report.
- Adjusted the consulting parties meetings with the timeline for addressing the report updates noted above including the associated findings of effect and to align those with the timing for preparation, reviews and obtaining signatures on the Memorandum of Agreement for Section 106.
- Successor task: Final EIS (final review draft)

**3. PUBLISH FINAL EIS/RECORD OF DECISION**

**PROGRESS:**

- Continued work on Final EIS and Record of Decision. Holding finalization for resolution of Section 106 and tribal impacts.
  - Coordination on 4(f) letters.
  - Completed research on tribal impacts mitigation.

**CHALLENGES:**

- None.

**SCHEDULE RISKS:**

- Section 106 compliance is the critical path for completing the FEIS/ROD. ODOT agreed to advance other sections in the review process while awaiting finalization of Section 106 process.

**SCHEDULED COMPLETION DATE: 12/22/2021 (JUNE MEMO)**

**SCHEDULE ADJUSTMENT: 2/10/2022 (AUGUST UPDATE)**

- Additional delay to account for adjustment associated with the conclusion of the Section 106 process (details noted above).
- Successor tasks: Close out EIS project.





## PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from July 15 through August 15.

### **TASK 1. PROJECT MANAGEMENT**

- Coordination with Port, Consultant Team and other agencies
- Invoice for August activities
- Update schedule and critical path status
- Contract modification for geotechnical investigation
- Support for BUILD grant.

### **TASK 2. PUBLIC INVOLVEMENT**

- Prepare monthly update for September issue.

### **TASK 5. ENVIRONMENTAL**

- Continued coordination with FHWA and ODOT to complete Section 106 process and FEIS/ROD.
- Finalize tribal impacts and mitigation approach.
- Continued coordination with ODOT, state historic preservation offices and tribes on review and finalization of archaeology reports.
- Consulting parties meeting(s)
- Continue updating the FEIS/ROD as missing information becomes available

### **TASK 6. ENGINEERING**

- Support the Final EIS production by addressing Requests for Information regarding design.

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# Commission Memo



Prepared by: Fred Kowell  
Date: September 7, 2021  
Re: Financial Review for the Year Ended June 30, 2021

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The four attached reports for this financial review are as follows:

- Bridge Traffic and Revenue Report
- Schedule of Expenditures by Cost Center by Fund
- Schedule of Revenues by Cost Center by Fund
- Statement of Operating Revenues, Expenditures and Other Sources and Uses

### Bridge Traffic and Revenue Report

Bridge traffic was slightly ahead of FY 2019-20, which is due to the pandemic, but a better gauge is to look at FY 2018-19 which depicts a more normal year. When you compare against FY 2018-19 we show a decline in traffic of 7.4% which is in line with what we have been discussing throughout the year. Although the pandemic hit hard in Spring 2020, bridge traffic slowly came back over time, and if you look at June 2021 alone, it's about the same as June 2019. Revenues likewise were greater than FY 2019-20 by 7%, but if you compare against FY 2018-19 (i.e., a normal year), revenues are down by 4.2% which is about what we forecasted. June 2021 revenues are down by 8% compared to June 2019. This shows the gradual impact of traffic to this pandemic as an unknown number of customers continue to work from home with fewer crossings as compared to pre-pandemic levels of crossings. Although this report is for the FY 2020-21, if I peek over to July 2021 and compare that traffic to July 2019, I only see a 1% difference in traffic which means traffic is truly back to pre-pandemic levels.

### Schedule of Expenditures by Cost Center by Fund

I have added the Budget Transfer adjustments into the Expenditures for the Year Ended June 30, 2021. Personnel services is lower than budget for the year with no exceptions to be noted.

Materials & Services is tracking below budget for the Port's entire asset centers with the inclusion of the Budget Transfer. No exceptions to note.

Capital Outlay is tracking well below budget as most of the capital projects were delayed due to acquiring contractors to do the work and the permitting delays that affected the Port's capital projects. Overall, Capital Outlay is significantly below budget by year end due to many factors, the largest being the purchase of the Exit 62 property not moving forward.

### Schedule of Revenues

Toll revenues are below “budget” by about 3%, mostly due to the impact the pandemic has had to traffic over the year. That said, the Port received \$577,698 in loss revenues as a reimbursement from the American Relief Act that was passed by Congress. This occurred July 7, 2021 and will be included in the next fiscal year’s numbers. This revenue reimbursement is significant and was attributable to the many tolling agencies across the nation using the IBTTA (International Bridge Tunnel, Turnpike Association) to put language in the American Relief Act for tolling agencies loss of revenues.

The Port’s industrial lease properties are below budget due to some leases being deferred and others being waived due to the pandemic. This includes the 12 month maintenance and utility true-up that occurs at year end. The pandemic did have an impact to the Port’s industrial properties where revenues were down 9-19% due to vacancies, deferrals and waivers. As we move forward the industrial revenues should be closer to the forecast/budget for next year.

It should be noted that the Port received a grant of \$100,000 from Business Oregon for the deferred rent related to the Halyard building. The receipt of this grant occurred in May.

Waterfront parking outperformed the budget significantly for the year. A 44% increase over budget is due to strong pent-up demand to get out to the waterfront and enjoy some form of recreation. A side note should be made that having an enforcement presence does encourage payment for parking.

Waterfront revenues will exceed the budget significantly due to the same pent-up demand to get outside and use the Port’s season passes to recreate. However, it should be noted that \$39,000 in donations for the Steve Gates dedication is included in Event Site revenues. If you factor out the donations, Event Site passes and concessions still exceeded budget by 30%. With regard to Nichols/Hook/Spit revenues, there is a \$27,000 Oregon Tourism grant included in that line item. Excluding the grant still has revenues from Nichols/Hook/Spit exceeding the budget by 11%. Marina Park also exceeds budget but has a \$9,000 grant from the Oregon Tourism Commission. Excluding this grant still has Marina Park overall revenues exceeding budget significantly. Although this year was a pandemic year which had significant lease revenue impacts, the pandemic did the opposite when it came to Recreation, which opened up a wave of trips to the waterfront.

The Marina and Airport leases were billed in late December for the 2021 calendar year, which is reflected in the year to date numbers. The Marina exceeded it’s budget revenue numbers, while the Airport came close to meeting it’s budgeted revenue numbers. The Airport grants will look like they are under performing as compared to the budget but those billings will most likely appear in the subsequent year, when the FAA allows for such billings.

### Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the Port is under budget for the year, and revenues are much higher than than originally anticipated for the bridge and recreation. Lease revenues for the Port's industrial properties should come back to normal pre-pandemic levels in this next fiscal year.

Audited year end adjustments have not been completed such that some of the numbers will change but not materially or impact the budget in a negative manner.

Accounts Receivables Update – With the exceptions of those on a payment plan (ie. deferments, waivers, Soniq, Chief Consulting) receivables are in line with some tenants paying in advance.

This is my report through the Year Ended June 30, 2021.

**RECOMMENDATION:** Discussion.

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**PORT OF HOOD RIVER**  
**Bridge Traffic and Revenue Report**  
**For the Eleven Months Ended May 31, 2021 and Four Prior Years**

	2016-17		2017-18		2018-19		2019-20		2020-21		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	423,744	\$ 402,074	442,251	\$ 399,618	437,364	\$ 608,941	433,624	\$ 606,062	382,179	\$ 653,208	0.88	1.08
AUG	425,567	\$ 407,839	435,364	\$ 401,815	428,907	\$ 608,085	432,968	\$ 616,279	389,379	\$ 506,045	0.90	0.82
SEPT	387,860	\$ 372,099	412,452	\$ 332,996	396,517	\$ 558,537	389,473	\$ 550,380	341,474	\$ 452,982	0.88	0.82
OCT	357,180	\$ 337,294	389,210	\$ 361,315	390,814	\$ 527,573	387,460	\$ 525,481	361,145	\$ 522,775	0.93	0.99
NOV	330,795	\$ 313,529	341,147	\$ 312,337	340,044	\$ 452,602	334,390	\$ 442,364	291,634	\$ 380,546	0.87	0.86
DEC	285,209	\$ 260,625	324,278	\$ 298,530	395,038	\$ 408,966	327,627	\$ 416,540	291,532	\$ 381,274	0.89	0.92
Calendar Year Total	4,280,160	\$4,028,417	4,377,500	\$ 4,038,137	4,546,163	\$ 5,969,681	4,328,694	\$ 5,896,268	3,828,639	\$ 5,016,023	0.88	0.85
JAN	245,670	\$ 238,709	327,522	\$ 293,677	323,461	\$ 428,669	313,603	\$ 360,066	287,781	\$ 391,391	0.92	1.09
FEB	266,202	\$ 244,472	296,977	\$ 387,737	241,313	\$ 302,296	325,895	\$ 395,221	251,487	\$ 331,474	0.77	0.84
MAR	350,470	\$ 324,146	357,160	\$ 501,543	345,915	\$ 437,390	274,160	\$ 255,792	343,619	\$ 456,926	1.25	1.79
APR	362,559	\$ 334,362	362,150	\$ 491,217	346,668	\$ 459,806	236,700	\$ 4,393	363,955	\$ 513,733	1.54	116.95
MAY	399,271	\$ 368,296	407,141	\$ 564,038	370,757	\$ 523,822	288,565	\$ 353,299	389,522	\$ 524,955	1.35	1.49
JUN	408,626	\$ 421,541	406,529	\$ 566,765	395,038	\$ 587,179	332,373	\$ 750,423	391,694	\$ 540,455	1.18	0.72
Fiscal Year Total	4,243,153	\$4,024,985	4,502,181	\$ 4,911,588	4,411,836	\$ 5,903,866	4,076,838	\$ 5,276,299	4,085,401	\$ 5,655,764	1.09	1.25
Compared to FY 2018-19											-7.4%	-4.2%

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PORT OF HOOD RIVER  
SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND  
BUDGET AND ACTUAL - 100% THROUGH THE BUDGET  
FOR THE YEAR ENDED JUNE 30, 2021

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	1,232,200	1,151,305	80,895	93%	1,662,500	820,061	842,439	49%	306,000	49,000	49,000	257,000	16%	-	-	-		3,200,700	2,020,366	1,180,334
<i>Industrial Facilities</i>																				
Big 7	59,800	53,691	6,109	90%	187,200	165,883	21,317	89%	334,000	240,014	240,014	93,987	72%	-	-	-		581,000	459,587	121,413
Jensen Property	68,400	61,031	7,369	89%	214,700	165,230	49,470	77%	193,000	29,785	29,785	163,215	15%	1,988,000	1,986,452	1,548	100%	2,464,100	2,242,498	221,602
Maritime Building	43,000	38,148	4,852	89%	82,800	50,786	32,014	61%	20,000	-	-	20,000	0%	-	-	-		145,800	88,934	56,866
Halyard Building	66,300	59,165	7,135	89%	389,500	349,040	40,460	90%	522,000	260,000	260,000	262,000	50%	-	-	-		977,800	668,205	309,595
Timber Incubator Building	31,000	27,444	3,556	89%	37,500	25,488	12,012	68%	15,000	9,670	9,670	5,330	64%	-	-	-		83,500	62,602	20,898
Wasco Building	54,000	47,956	6,044	89%	97,000	82,840	14,160	85%	50,000	-	-	50,000	0%	-	-	-		201,000	130,796	70,204
Hanel Site	38,200	32,603	5,597	85%	26,900	14,447	12,453	54%	1,176,000	17,087	17,087	1,158,913	1%	153,500	-	153,500	0%	1,394,600	64,138	1,330,462
	360,700	320,038	40,662	89%	1,035,600	853,715	181,885	82%	2,310,000	556,555	556,555	1,753,445	24%	2,141,500	1,986,452	155,048	93%	5,847,800	3,716,761	800,577
<i>Commercial Facilities</i>																				
State Office (DMV) Building	26,200	23,364	2,836	89%	47,700	39,707	7,993	83%	15,000	-	-	15,000	0%	-	-	-		88,900	63,071	25,829
Marina Office Building	41,700	37,932	3,768	91%	61,300	50,527	10,773	82%	18,000	-	-	18,000	0%	-	-	-		121,000	88,460	32,540
Port Office Building	40,300	36,802	3,498	91%	41,700	22,583	19,117	54%	140,000	26,745	26,745	113,255	19%	-	-	-		222,000	86,130	135,870
	108,200	98,098	10,102	91%	150,700	112,818	37,882	75%	173,000	26,745	26,745	146,255	15%	-	-	-		431,900	237,661	194,239
<i>Waterfront Industrial Land</i>																				
	89,400	80,485	8,915	90%	215,400	185,730	29,670	86%	4,475,000	11,428	11,428	4,463,573	0%	160,100	-	160,100	0%	4,939,900	277,643	4,662,257
<i>Waterfront Recreation</i>																				
Eventsite	137,900	126,563	11,337	92%	92,200	75,505	16,695	82%	41,000	8,301	8,301	32,699	20%	-	-	-		271,100	210,370	60,730
Hook/Spit/Nichols	56,900	51,937	4,963	91%	67,500	54,524	12,976	81%	56,000	48,556	48,556	7,444	87%	-	-	-		180,400	155,017	25,383
Marina Park	192,800	172,317	20,483	89%	69,600	64,159	5,441	92%	90,000	15,821	15,821	74,179	18%	-	-	-		352,400	252,298	100,102
	387,600	350,817	36,783	91%	229,300	194,188	35,112	85%	187,000	72,679	72,679	114,321	39%	-	-	-		803,900	617,684	186,216
<i>Marina</i>																				
	169,500	155,622	13,878	92%	130,100	88,841	41,259	68%	145,000	15,290	15,290	129,710	11%	92,500	93,428	(928)	101%	537,100	353,180	183,920
<i>Airport</i>																				
	163,400	145,754	17,646	89%	168,100	163,825	104,680	97%	4,508,900	3,540,909	3,540,909	967,991	79%	-	-	-		4,840,400	3,850,488	989,912
<i>Administration</i>																				
	27,500	-	27,500	0%	270,400	128,716	141,684	48%	304,000	12,253	12,253	291,747	4%	-	-	-		601,900	140,969	460,931
<i>Maintenance</i>																				
	-	-	-	-	151,800	122,444	29,356	81%	95,000	67,401	67,401	27,599	71%	-	-	-		246,800	189,845	56,955
<i>Total Expenditures</i>	2,538,500	2,302,120	236,380	91%	4,013,900	2,670,338	1,443,967	67%	12,503,900	4,352,259	4,352,259	8,151,641	35%	2,394,100	2,079,880	314,220	87%	21,450,400	11,404,597	8,715,340
<i>Bridge Repair &amp; Replacement Fund</i>																				
	290,100	266,485	23,615	92%	1,475,700	1,267,336	208,364	86%	4,070,000	216,428	216,428	3,853,572	5%	109,100	-	109,100	0%	5,944,900	1,750,250	4,194,650
<i>General Fund</i>																				
	189,600	172,681	16,919	91%	548,150	428,251	119,899	78%	-	-	-	-	-	-	-	-		737,750	600,931	136,819

**Unfavorable Variance - Expenditures**

Debt Service has a slight negative variance with regard to the Marina debt service. I did not adjust the budget by the additional interest for the year.



**PORT OF HOOD RIVER**  
**Schedule of Revenues by Cost Center By Fund**  
**Budget to Actuals - 100% Through Budget**  
**For the Year Ended June 30, 2021**

	REVENUES				
	Budget	Actual	Total	Variance	%
<b>REVENUE FUND</b>					
<i>Toll Bridge</i>					
Bridge Tolls	5,846,500	5,655,763	5,655,763	(190,737)	97%
Cable Crossing Leases	12,500	12,000	12,000	(500)	96%
Other	1,030,000	122,009	122,009	(907,991)	12%
	6,889,000	5,789,773	5,789,773	(1,099,227)	84%
<i>Industrial Facilities</i>					
Big 7					
Lease Revenues	359,000	285,691	285,691	(73,309)	84%
Reimbursements/Other	86,800	90,789	90,789	3,989	
Jensen Property					
Lease Revenues	524,000	495,321	495,321	(28,679)	84%
Reimbursements/Other	90,600	20,830	20,830	(69,770)	Note 1
Financing Source	50,000	59,574	59,574	9,574	
Maritime Building					
Lease Revenues	473,900	338,614	338,614	(135,286)	71%
Reimbursements/Other	-	-	-	-	Note 1
Halvard Building					
Lease Revenues	288,800	240,337	240,337	(48,463)	91%
Reimbursements/Other	275,700	274,274	274,274	(1,426)	Deferred lease payments
Timberline Incubator Building					
Lease Revenues	94,800	88,199	88,199	(6,601)	91%
Reimbursements	16,700	13,169	13,169	(3,531)	Vacancy
Wasco Building					
Lease Revenues	313,500	251,594	251,594	(61,906)	81%
Reimbursements	-	1,399	1,399	1,399	Note 1
Hanel					
Land Sales	734,400	-	-	(734,400)	
Other Financing Sources/Leases	1,730,000	15,015	15,015	(1,714,985)	1%
	5,038,200	2,174,805	2,159,790	(2,863,395)	43%
<i>Commercial Facilities</i>					
State Office (DMV) Building					
Lease Revenues	36,000	42,653	42,653	6,653	118%
Reimbursements	-	-	-	-	
Marina Office Building					
Lease Revenues	96,400	35,625	35,625	(60,775)	35%
Reimbursements	22,300	5,904	5,904	(16,396)	Waived/deterrred lease payments
Port Office Building					
Lease Revenues	48,550	48,550	48,550	(0)	100%
Reimbursements	-	-	-	-	
	203,250	132,732	132,732	(70,518)	65%
<i>Waterfront Industrial Land</i>					
Lease Revenues	0	0	0	-	
Grants	10,750	-	-	(10,750)	
Parking	98,300	141,971	141,971	43,671	144%
Other Income	5,000	13,875	13,875	8,875	277%
Financing Source	4,350,000	-	-	(4,350,000)	
	4,464,050	155,845	155,845	(4,308,205)	3%
<i>Waterfront Recreation</i>					
Eventsite, Hook and Spit					
Eventstite - Passes/Permits and Concessions	172,500	263,499	263,499	90,999	153%
Hook/Spit/Nichols	8,300	36,188	36,188	27,888	436%
Marina Park					
Sailing Schools, Showers and Events	9,500	14,471	14,471	4,971	152%
Lease Revenues	7,200	7,426	7,426	226	103%
Reimbursements	2,600	10,240	10,240	7,640	394%
	200,100	331,823	331,823	131,723	166%
<i>Marina</i>					
Lease Revenues	236,900	243,594	243,594	6,694	103%
Moorage Assessment	84,900	80,530	80,530	(4,370)	95%
Reimbursements/Other	49,300	50,776	50,776	1,476	103%
Grant	27,050	7,000	7,000	(20,050)	26%
	398,150	381,900	381,900	(16,250)	96%
<i>Airport</i>					
Lease Revenues	213,800	208,395	208,395	(5,405)	97%
Reimbursements	19,700	19,664	19,664	(36)	100%
Grants	3,769,000	2,455,635	2,455,635	(1,313,365)	65%
Other Financing Sources	-	-	-	-	Retainage
	4,002,500	2,683,693	2,683,693	(1,318,807)	67%
<b>Budget to Actual Revenues</b>	21,195,250	11,650,571	11,479,711	(5,236,474)	55%
<b>Revenues less Other financing sources</b>	11,258,450	9,050,912	8,880,052	3,080,667	80%
<b>GENERAL FUND</b>					
Property taxes	75,000	87,601	87,601	12,601	117%
Other Sources	7,000	5,748			
Transfers from other funds	687,750	597,931	597,931	(89,819)	87%
	\$ 769,750	\$ 691,280	\$ 685,532	\$ (77,218)	90%
<b>BRIDGE REPAIR &amp; REPLACEMENT FUND</b>					
Grants	2,060,800	722,309	722,309	(1,338,491)	35%
Transfers from other funds	\$ 2,069,400	\$ 2,098,269	2,098,269	28,869	101%

*Note 1: Annually we true-up those tenants on the new lease structure with the costs incurred over the previous 12 months. The budget is completed before these adjustments are made thus causing a difference in what is projected (budget) and what actually is the true-up going forward.*

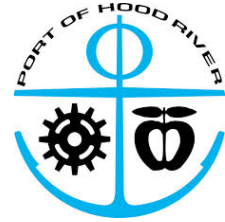


**PORT OF HOOD RIVER**  
**STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS**  
**AND BUDGET VS ACTUAL PERFORMANCE**  
**FOR THE YEAR ENDED JUNE 30, 2021**

	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport				Administration Maintenance
<b>OPERATING REVENUES</b>											
Tolls	\$ 5,789,773									\$	5,789,773
Leases		\$ 1,699,756	\$ 126,828	\$ 0	\$ 7,426	\$ 324,124	\$ 208,395				2,366,528
Reimbursements		300,461	5,904		10,240	50,776	19,664				387,043
Fees, Events, Passes and Concessions				141,971	314,158						456,128
Property taxes								87,601			87,601
<b>Total Operating Revenues</b>	<b>5,789,773</b>	<b>2,000,216</b>	<b>132,732</b>	<b>141,971</b>	<b>331,823</b>	<b>374,900</b>	<b>228,058</b>	<b>-</b>	<b>87,601</b>	<b>-</b>	<b>9,087,073</b>
<b>Operating Expenses</b>											
Personnel Services	1,151,305	320,038	98,098	80,485	350,817	155,622	145,754	-	172,681	266,485	2,741,286
Materials & Services	820,061	853,715	112,818	185,730	194,188	88,841	163,825	251,160	428,251	1,267,336	4,365,924
<b>Total Operating Expenses</b>	<b>1,971,366</b>	<b>1,173,753</b>	<b>210,916</b>	<b>266,215</b>	<b>545,005</b>	<b>244,463</b>	<b>309,579</b>	<b>251,160</b>	<b>600,931</b>	<b>1,533,821</b>	<b>7,107,211</b>
<b>Operating income/(Loss)</b>	<b>3,818,407</b>	<b>826,463</b>	<b>(78,184)</b>	<b>(124,245)</b>	<b>(213,182)</b>	<b>130,437</b>	<b>(81,521)</b>	<b>(251,160)</b>	<b>(513,331)</b>	<b>(1,533,821)</b>	<b>1,979,863</b>
<b>Other Resources</b>											
Income from other sources	-	74,589		13,875	-	-	-	58,338	5,748	16,087	168,636
Grants		100,000				7,000	2,455,635	128,436	-	722,309	3,413,380
Sale of land	-			-	-	-	-	-	-	-	-
Note receivables	-			-	-	-	-	-	-	-	-
<b>Total Other Resources</b>	<b>-</b>	<b>174,589</b>	<b>-</b>	<b>13,875</b>	<b>-</b>	<b>7,000</b>	<b>2,455,635</b>	<b>186,774</b>	<b>5,748</b>	<b>738,396</b>	<b>3,582,017</b>
<b>Other (Uses)</b>											
Capital projects	(49,000)	(556,555)	(26,745)	(11,428)	(72,679)	(15,290)	(3,540,909)	(79,654)	-	(216,428)	(4,568,688)
Debt service	-	(151,822)	-	-	-	(93,428)	-	-	-	-	(245,250)
<b>Total Other (Uses)</b>	<b>(49,000)</b>	<b>(708,377)</b>	<b>(26,745)</b>	<b>(11,428)</b>	<b>(72,679)</b>	<b>(108,717)</b>	<b>(3,540,909)</b>	<b>(79,654)</b>	<b>-</b>	<b>(216,428)</b>	<b>(4,813,938)</b>
Transfers In/(Out)	(2,098,269)							(597,931)	597,931	2,098,269	-
<b>Net Cashflow</b>	<b>\$ 1,671,138</b>	<b>\$ 292,675</b>	<b>\$ (104,929)</b>	<b>\$ (121,798)</b>	<b>\$ (285,861)</b>	<b>\$ 28,720</b>	<b>\$ (1,166,795)</b>	<b>\$ (741,971)</b>	<b>\$ 90,349</b>	<b>\$ 1,086,415</b>	<b>\$ 747,942</b>
<b>BUDGET VS ACTUAL PERFORMANCE</b>											
<b>FY 2020-21 Budget</b>											
Operating revenues - Budget	\$ 5,859,000	\$ 2,523,800	\$ 203,250	\$ 103,300	\$ 200,100	\$ 371,100	\$ 233,500	\$ -	\$ 75,000	\$ 0	\$ 9,569,050
Operating revenues - Actuals	5,667,763	2,000,216	132,732	155,845	331,823	374,900	228,058	-	87,601	0	8,978,938
Actuals greater/(Less) than budget	(191,237)	(523,584)	(70,518)	52,545	131,723	3,800	(5,442)	-	12,601	-	(590,112)
	97%	79%	65%	151%	166%	101%	98%		117%	100%	94%
Operating expenses - Budget	2,894,700	1,396,300	258,900	304,800	616,900	299,600	331,500	449,700	737,750	1,765,800	9,055,950
Operating expenses - Actuals	1,971,366	1,173,753	210,916	266,215	545,005	244,463	309,579	251,160	600,931	1,533,821	7,107,211
Actuals (greater)/Less than budget	923,334	222,547	47,984	38,585	71,895	55,137	21,921	198,540	136,819	231,979	1,948,739
	68%	84%	81%	87%	88%	82%	93%		81%	87%	78%
Other Resources - Budget	1,030,000	\$ 2,514,400	-	4,360,750	-	27,050	3,769,000	16,000	7,000	4,889,300	16,613,500
Other Resources - Actuals	122,009	174,589	-	-	-	7,000	2,455,635	186,774	5,748	738,396	3,690,152
Actuals greater/(Less) than budget	(907,991)	(2,339,811)	-	(4,360,750)	-	(20,050)	(1,313,365)	170,774	(1,252)	(4,150,904)	(12,923,348)
Other (Uses) - Budget	306,000	4,451,500	173,000	4,635,100	187,000	237,500	4,508,900	399,000	-	4,179,100	\$ 19,077,100
Other (Uses) - Actuals	49,000	708,377	26,745	11,428	72,679	108,717	3,540,909	79,654	-	216,428	\$ 4,813,938
Actuals (greater)/Less than budget	257,000	3,743,123	146,255	4,623,673	114,321	128,783	967,991	319,346	-	3,962,672	14,263,162
	16%	16%	15%	0%	39% <sup>65</sup>	46%	79%	20%	#DIV/0!	5%	25%
<b>Net Position - Budget vs Actuals</b>	<b>\$ 81,107</b>	<b>\$ 1,102,275</b>	<b>\$ 123,721</b>	<b>\$ 354,052</b>	<b>\$ 317,939</b>	<b>\$ 167,670</b>	<b>\$ (328,895)</b>	<b>\$ 688,660</b>	<b>\$ 148,167</b>	<b>\$ 43,746</b>	<b>\$ 2,698,442</b>



# Commission Memo



Prepared by: Michael McElwee  
Date: September 7, 2021  
Re: FBO Presentation

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Hood Tech Corp., Aero, Inc. (Tac-Aero”) is the sole Fixed Base Operator (“FBO”) at the Ken Jernstedt Airfield. They have served in that capacity since May 2016. The Commission approved a 5-year agreement with Tac-Aero at a Special Meeting on July 19.

Jeremy Young, President of Tac-Aero, will attend the meeting and provide a brief presentation summarizing their FBO operations. This is an opportunity for the Commission to ask questions of our FBO and gain a better understanding of the services provided, general business model, and challenges and opportunities our airport faces.

**RECOMMENDATION:** Information.

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: September 7, 2021  
Re: HB2017 Funding Discussion

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The HB2017 allocation has a limited amount of remaining funds (\$463K as of the end of June) to cover all of the remaining tasks; completion of the FEIS/ROD, administration, governance work in preparation of the 2022 legislations sessions, as well as two new tasks including development of the RFQ for a Replacement Bridge Management Contractor (RBMC) and preparation of a Preliminary Cost Estimate (PCE). There is no longer a contingency for the FEIS/ROD as that has been used to fund governance work, evaluating P3s, developing AE/Design scoping and occasional financing updates.

Our current projection of the remaining HB2017 funds (attached) anticipates a negative balance of \$23,000 at the end of December, assuming the following cost factors:

- WSP contract to complete FEIS/ROD (\$228k)
- Project staffing (\$100K)
- Governance/project advising (\$80k)
- RBMC procurement documents (\$20k)
- ODOT technical reviews on FEIS (\$16k)
- Contingency for remaining FEIS risk (\$15k)
- WSP PCE amendment (\$88k)

At their September 2 meeting, the Bi-State Working Group was unanimous in their support for advancing the updated Project Cost Estimate (PCE). The Commission should consider the following potential options and associated trade-offs for making a decision on how to proceed:

1. Defer a budgeted projects in the FY 21/22 budget. PCE proceeds but impact to other planned activities and costs not reimbursable.
2. Start PCE after grant agreement is executed. Funding is secured but start is delayed 2-3 months.
3. Stop some element of the current project. PCE proceeds and would be eligible for reimbursement, but current tasks are delayed until future funding.

ODOT/WSDOT anticipate that the Oregon transfer grant will be available by the end of the year. BUILD funds are estimated to be available early in 2022 and the Oregon ARPA funds later in Spring 2022.

**RECOMMENDATION:** Discussion.

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PORT OF HOOD RIVER  
 1000 E. Port Marina Drive  
 Hood River, OR 97031  
 541-386-6651

Hood River/White Salmon Bridge Replacement Project  
 014-20210630

	9/3/21 Modified Budget	Invoice #15	7/30/21	8/31/21	9/30/21	Invoice #16	10/30/21	11/30/21	12/31/21	Invoice #17	1/31/22	2/28/22	3/31/22	CURRENT BILLING	PREVIOUS CHARGES	BUDGET REMAINING
<b>PROJECT ADMINISTRATION</b>	<b>\$ 730,867</b>															
Part Professional Services		51,714.34	16,357.17	16,357.17	19,000.00	51,714.34	16,357.17	16,357.17	19,000.00	-				-	\$ 730,866.69	\$ -
<b>Materials and Services - Administrative</b>	<b>\$ 77,487</b>															
		196.46	65.15	65.64	65.67	196.46	65.15	65.64	65.67	-				-	\$ 77,487.48	\$ (0)
<b>CONTRACTED PROJECT ADVISORS</b>	<b>\$ 614,961</b>															
EIS RFP Services (SWRTC)/RBMC RFP		-	-	-	-	10,000.00	10,000.00	-	-	-				-		
NEPA Advising (Otak)		-	-	-	-	500.00	-	-	500.00	-				-		
Procurement/Financial Advising (Siegel)		-	-	-	-	-	-	-	-	-				-		
Governance Development/Project Advising (Siegel)		48,168.75	18,168.75	15,000.00	15,000.00	37,500.00	15,000.00	15,000.00	7,500.00	-				-		
Procurement/Delivery Advising (Clary)		-	-	-	-	-	-	-	-	-				-		
Preliminary Cost Estimate		30,000.00	-	-	30,000.00	57,061.00	57,061.00	-	-	-				-		
Tribal Assistance (Akana)		-	-	-	-	-	-	-	-	-				-		
Pre FEIS/Survey Work		-	-	-	-	-	-	-	-	-				-		
		78,168.75	18,168.75	15,000.00	45,000.00	105,061.00	72,061.00	25,000.00	8,000.00	-				-	\$ 642,057.92	\$ (27,097)
<b>PROFESSIONAL SERVICES - OTHER STUDIES</b>	<b>\$ 365,068</b>															
Government Review		8,477.40	2,877.40	2,800.00	2,800.00	8,400.00	2,800.00	2,800.00	2,800.00	-				-		
		8,477.40	2,877.40	2,800.00	2,800.00	8,400.00	2,800.00	2,800.00	2,800.00	-				-	\$ 365,068.11	\$ (0)
<b>LEGAL</b>	<b>\$ 55,198</b>															
Jaques Sharp Attorneys at Law		200.00	-	200.00	-	200.00	-	200.00	-	-				-		
Speciality Counsel (Schwabe, etc.)		285.00	-	-	285.00	10,000.00	-	10,000.00	-	-				-		
Other		-	-	-	-	-	-	-	-	-				-		
		485.00	-	200.00	285.00	10,200.00	-	10,200.00	-	-				-	\$ 55,198.30	\$ (0)
<b>SUBTOTAL - ABOVE COSTS</b>	<b>\$ 1,843,581</b>	139,041.95	37,468.47	34,422.81	67,150.67	175,571.80	91,283.32	54,422.81	29,865.67	-				-	\$ 1,870,678.50	\$ (27,098)
<b>NEPA ENVIRONMENTAL</b>	<b>\$ 3,148,000</b>															
		86,180.54	26,180.54	30,000.00	30,000.00	90,000.00	30,000.00	30,000.00	30,000.00	51,490.00	30,000.00	21,490.00	-	51,490.00	\$ 3,096,509.69	\$ 0
<b>OTHER PROJECT ITEMS</b>	<b>\$ 8,418</b>															
		-	-	-	-	-	-	-	-	-				-	\$ 8,418.48	\$ (0)
<b>CONTINGENCY</b>	<b>\$ 4,999,999</b>	225,222.49	63,649.01	64,422.81	97,150.67	265,571.80	121,283.32	84,422.81	59,865.67	51,490.00	30,000.00	21,490.00	-	51,490.00	\$ 4,975,606.67	\$ (27,098)
<b>Grand Total</b>	<b>\$ 5,000,000</b>	225,222.49	63,649.01	64,422.81	97,150.67	265,571.80	121,283.32	84,422.81	59,865.67	51,490.00	30,000.00	21,490.00	-	51,490.00	\$ 4,975,606.67	\$ (27,097)
					<b>225,222.49</b>				<b>265,571.80</b>				<b>51,490.00</b>	<b>\$ 51,490.00</b>		

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## **Administration**

- It is time to start looking ahead to Fall Planning. Staff has tentatively targeted October 19<sup>th</sup> for this year's meeting. Staff will prepare a draft agenda for Commission review at the September 21<sup>st</sup> meeting. Several topics already come to mind for the agenda: financing upcoming bridge capital projects, the Port's fiscal sustainability strategy, and the toll increase budgeted for January 2022. Commissioners should be thinking of additional agenda topics.
- The Cascade Locks – Hood River Enterprise Zone has been re-designated by the State of Oregon. The Zone designation was extended four years and will now terminate June 30, 2025, unless further extended.
- Attached is a draft calendar that combines waterfront events with public meetings. This calendar was a recent suggestion of Commissioner Gehring and can be included in board packets if desired. Another approach may be to share the several Port-related calendars with Commissioners electronically via Outlook.
- One of my workplan goals this year is to engage in more regular briefings with individual Commissioners. These regular meetings were challenging to maintain over the past two years due to COVID. Attached is a proposed schedule that would provide for a 1:1 meeting every month with each of four Commissioners. (Since regular communication is maintained with the Commission President, those meetings are not included.) I would appreciate Commission feedback on this meeting schedule and approach.
- Following up on the Board training session on July 13<sup>th</sup>, I am looking to retain an outside expert that would be available to provide occasional advice and counsel on governance matters and board practices. George Dunkel is not available. I reached to Eileen Eakins, a private practitioner who has taught board training through the Special Districts Association of Oregon (SDAO) for many years. Ms. Eakins would be on retainer to provide input to the Commission President and I on various governance questions that may arise and focused training sessions to the Commission on specific matters if desired. General Counsel Jerry Jaques concurs with this approach. Any Commission feedback is appreciated.
- Due to the loss of our limited summer help, two Facilities staff will move to four 10-hr. days, including working weekends, from Sept 10 through Sept 27. The primary reason for this change is to ensure bathrooms are cleaned and to have some staff coverage for higher activity weekend days.
- Genevieve continues her service on the steering committee for the Comprehensive Economic Development Strategy (CEDS) update process led by MCEDD. The September 1 strategy session was very well attended and included in depth discussions on developing

overall goals for 1) Strong Businesses, 2) Robust Workforce, 3) Resilient Infrastructure, and 4) Powerful Regional Collaboration.

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## Recreation/Marina

- The annual Kiteboarding for Cancer (KB4C) was held the weekend of August 28-29. Although the wind was very limited until Sunday afternoon, the event was quite successful, especially in terms of their fundraising efforts as they raised over \$220,000.
- The Event Site booth closes Monday, September 6 for the season. Parking enforcement will continue, likely through the end of September depending on activity levels.
- Marine contractor Tim Clackum successfully completed repairs at the north end of B Dock. This work was anticipated in the FY 21/22 budget.
- September 7<sup>th</sup> through September 11<sup>th</sup> is the All-Wind Sports Industry (AWSI) Trade Show at the Event Site. This event is where manufacturers showcase their products to retailers to determine what products will be on the market for next year. They will showcase kite, windsurfing, SUP, wing, foil and other related gear. This is a private event however they may open Saturday to the public. Access to the Sandbar will remain open to the public. Attendance is expected to be about 400 people.

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## Development/Property

- We have received a variance from the Oregon Water Resources Dept. for decommissioning the monitoring wells in the Jensen Building. This is good news and will avoid significant disruption to Turtle Island Foods (TIF). Jill Betts will obtain a quote from a drill company. The work is estimated to take 1.5 days during the September 8, 9 & 10<sup>th</sup> timeframe. This is the final follow-up step to complete DEQ's NFA process.
- Port tenant Rapid Ready-mix Co is seeking a temporary industrial land use permit for their batch plant operation on tax lot 2N 10E 25B 1017 at the Lower Mill site. The Port is supporting their efforts.
- Deterioration, including dry rot, has been found in the large deck located north of the Marina #1 Building. Significant portions will need to be replaced. The deck is effectively part of the waterfront trail system and is closed to the public until repairs are made.
- On Friday August 27<sup>th</sup> at around 10:00 pm a sprinkler head was damaged in the Jensen Building and caused a significant water discharge. Port staff responded with HRFD to remove most of the water. It appears no building damage occurred.

- Chinook Plumbing installed a new mop sink and faucet inside Suite 404 of the Big 7 Building. This will provide proper access to water and drainage for the ceramic studio renting the suite.
- A Natural Hazard Risk Assessment for Hood River County is now complete. This was a very extensive effort with participation by multiple state and local agencies. The report includes new earthquake results to reflect the current seismic building codes by modeling the impacts of a magnitude 7.0 event, and the latest flood risk maps prepared by FEMA.

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## **Airport**

- Attached is the August monthly operations report from the Fixed Base Operator, Tac-Aero. Tac-Aero will provide a brief presentation about their operations at this meeting.
- We have received a letter from the State of Oregon Division of State Lands (DSL) stating that we are not in conformance with several conditions of our wetland permit. I have stepped in to work with DSL and Century West to resolve these issues. IN addition, we will need to submit the first-year wetland monitoring report by Nov. 1. I am developing a small contract with Schott & Associates to complete this work.
- The Airport Advisory Committee (AAC) will meet next on September 16<sup>th</sup>. More discussion will occur on the two policy matters previously identified: Aviation Tracking Technology and Ground Leasing.
- The annual Fly-In will take place this year over the weekend of September 11 & 12. Planes will begin arriving on Friday the 10<sup>th</sup>.
- The Annual Inspection of the AWOS with the FAA was delayed due to weather conditions. The inspection occurred on Wednesday, September 1.
- Mascott now estimates that the new AV Gas tank will be delivered during the last week of October or first week of November. The manufacturer has experienced significant delays in manufacturing

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## **Bridge/Transportation**

- Damage has occurred where the two utility cables cross the bridge at the lift span. The responsible utility companies (Charter and Lumen) need to repair the lashing wire at the damaged area. John Mann is assisting in this effort and is waiting for a defined work plan. The work cannot be done from a lifted lift span based on direction for our engineers.
- Bridge climbers from Wiss Janey were on-site Tuesday August 31 to repair shims at a floor beam near of the north end. Facilities staff provided flagging and logistical support.
- Genevieve and Fred have undertaken several tasks to evaluate options for reducing vehicular speeds on the bridge. Attached is a summary report on the public information work underway. Staff will move forward on several action items.

- The two replacements for the limit switches at the north end of the lift span will be installed in the next two weeks.



# September 2021

September 2021							October 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	1	2	3	4	5	6	7	8	9	10
12	13	14	15	16	17	18	11	12	13	14	15	16	17
19	20	21	22	23	24	25	18	19	20	21	22	23	24
26	27	28	29	30			25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 29	30	31	Sep 1	2	3	4
			Private Vessel Solstice- Eric Sanford Thurs. Aug. 26, 2021 ACL- Queen of the West- N	Private Vessel Solstice- Eric Sanford Thurs. Aug. 26, 2021 7:00am Crane-In for Boris Bobrov Marina Jetty 512-944-8657 (Commercial Dock)	8:00am ACL American Harmony 9/3/2021 Fri 4:00pm 9/4/2021 9/4/2021 CGWA Swaps Gear Fill the Boot- HR Fire	Private Vessel Solstice- Eric Sanford Thurs. Aug. 26, 2021 ACL- Queen of the West- N
5	6	7	8	9	10	11
Private Vessel Solstice- Eric		Board of Commissioners Regular Session (Zoom) Event Site Booth Closes	9/7/2021 9/11/2021 AWSI 5 days 300 Event Site & Lot #1 Alina locifu			
12	13	14	15	16	17	18
	Event Site opens for Kite Launching 2:00pm Bi State Working Group		ACL Queen of the West Wed. Sep. 22, 2021 4:00AM Wed. Sep. 22, 2021 8:00PM Outside N. Jetty	ACL American Song Thu. Sep. 23, 2021 12:00PM Thu. Sep. 23, 2021 9:00PM Outside N. Jetty	ACL American Harmony Fri. Sep. 17, 2021 12:00PM Sat. Sep. 18, 2021 5:00AM Outside N. Jetty	
19	20	21	22	23	24	25
		Board of Commissioners Regular Session (Zoom) Linblad Sea Lion Tues. Sept. 21, 2021 6pm				
26	27	28	29	30	Oct 1	2
		Linblad Quest Tues. Sept 28, 2010 4pm Wed. Sept. 29, 2021 8pm Anchor/Guest Dock		Concessions Move Out Linblad Sea Lion Thurs. Sept. 30, 2021 5am Fri. Oct. 1, 2021 7am Anchor/Guest Dock		

Daryl Stafford

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FY 21/22  
**Commissioner/ED Meeting Schedule**  
DRAFT  
August 7, 2021

In order to maintain ongoing communication and keep Commissioners informed on all the various projects and matters affecting the Port, the following is a proposed schedule of regular meetings between the Executive Director (ED) and four Commissioners. Because the Commission President and ED meet or talk or meet regularly to go over agendas, etc. those meetings are scheduled separately.

**Goals:**

- Regular communication on Port activities
- Opportunity to focus on one or more topics in-depth
- General or specific feedback on ED work or aspects of Port operations & management

**Parameters:**

- Lunches are scheduled so there is a specific time and place: Best Western at noon
- Commissioners may choose to meet at a different time or place in their discretion.
- Commissioners may cancel/re-schedule at any time
- ED may need to cancel/re-schedule
- Meetings will be 1:1 with ED, but other staff may also participate, depending on topics
- Some meetings may include another Commissioner, depending on topics

**Schedule:**

*Commissioner Streich*

- September 15
- October 13
- November 10
- December 8
- January 12
- February 9
- March 9
- April 13
- May 11
- June 8

*Commissioner Chapman*

- September 22
- October 20
- November 17
- December 15
- January 19
- February 16
- March 16
- April 20
- May 18
- June 15

*Commissioner Fox*

- September 29
- October 27
- November 24
- December 22
- January 26
- February 23
- March 23
- April 27
- May 25
- June 22

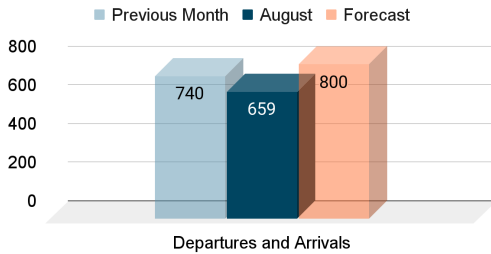
*Commissioner Gehring*

- October 6
- November 3
- December 1
- January 5
- February 2
- March 2
- April 6
- May 4
- June 1
- June 29

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**Airport Activity:** There was a slight dip in overall aircraft operations during the month of August. Although operations are still up overall, the decrease from the previous month was due to smoke from wildfires resulting in reduced visibility.

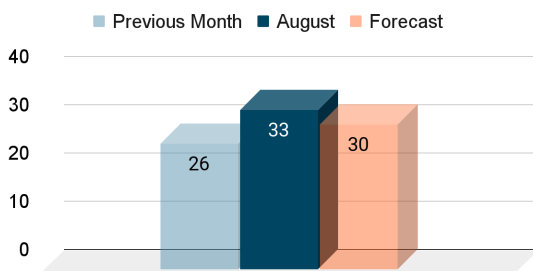
Aircraft Operations



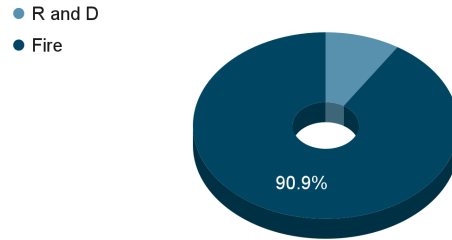
**Night Flights:**

USFS has continued to request night time fire mapping missions. Although the official fire season is tapering down, historically September has been a busy month for fires so we anticipate these flights to continue. A couple of R&D flights were scheduled and flown after sunset. No large exercises or events took place during August.

Night Events

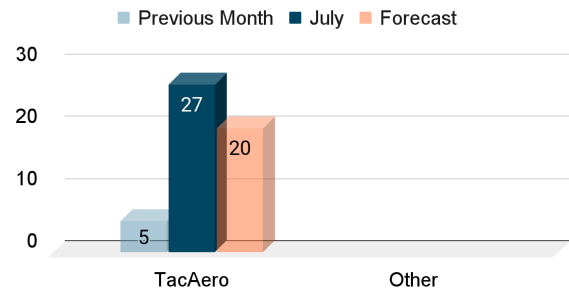


Night Flight Type

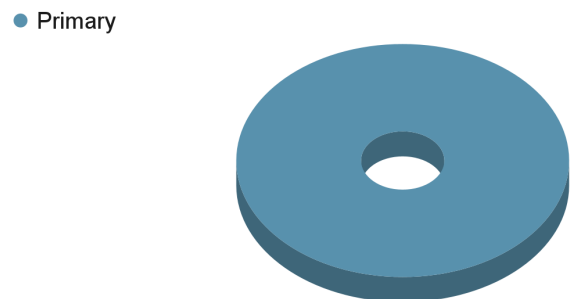


**Flight Training:** TacAero continues to strive to steer customers and potential customers to KDLS for Flight Training, but some have specifically requested 4S2. These students are taking advantage of good flying conditions to work towards their solo flights and ultimately PPL license. Flights have been primarily focused on airwork and conducted away from the field at altitude.

Flight Training Events

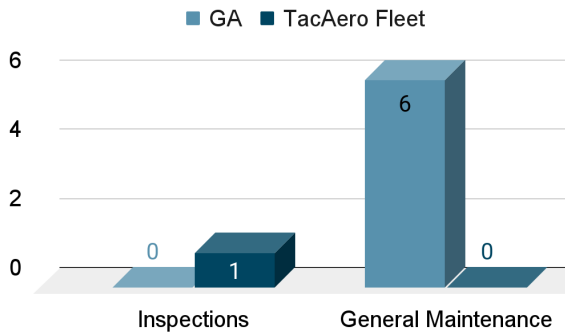


Training Type



**Maintenance Activity:**

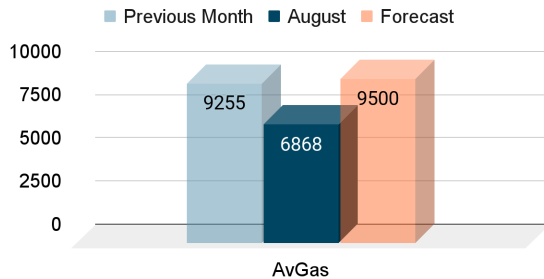
Maintenance Operations



**Fuel Sales:**

Anticipate a spike in fuel sales next month due to the WAAAM fly-in.

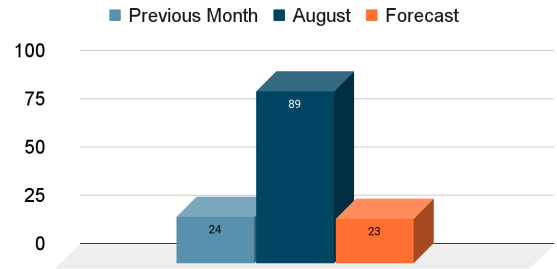
Fuel Sales (Gallons)



**Fuel Flowage Fees:**

A flowage fee schedule has not been proposed as of yet. This section will be dedicated to the communication of flowage fees when they are established. The following graphic contains fictitious data but is representative of the information that will be provided.

Flowage Fees



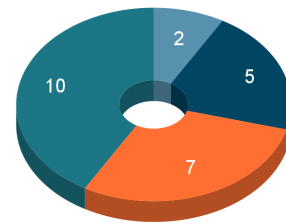
**Tie Down Activity:**

- 23 total spots.
- 87% utilization for August.
- \$210 collected\*

\*Tags left on non-paying aircraft to contact FBO.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs
- Transient
- Used not paid



**Noise Feedback:**

No noise complaints taken by the FBO in August.

**Pilot Feedback:**

No specific pilot feedback given to the FBO in August.

**Airport Surfaces:**

- Runway Conditions
  - 7/25: No concerns noted.
  - Grass Strip: No concerns noted.
- Ramp Conditions
  - North Ramp: No concerns noted.
  - South Ramp: No concerns noted.
  - South Gravel: Weeds need to be sprayed. 2nd row from the East tie downs have no tail anchors.
- Taxiway Conditions
  - Blue lights mentioned below. Other taxiway conditions are OK.

**Facilities:**

- North hangars: B11 Dent, East side; B12 Dent, West side; A12 Dent, middle.
- Weeds growing in door rails.
- South Hangars: No concerns.
- FBO: No concerns.
- MX Hangar: Gutter hanging South side by dumpster.
- Large underground wasp nest on North side.
- Operations hangar: No concerns.
- Collins hangar: No concerns.

**Lighting:**

- 7/25 blue marker lights have a few bent on the East side threshold.

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## 2021 Truck Speeding Campaign Summary

### Issue Background:

At the August 10, 2021 Commission meeting, the Commission directed staff to develop a plan to mitigate and enforce violations of the speed limit on the bridge, particularly for heavy haul trucks. In 2015, the Port commissioned a special assessment by Columbia River Port Engineers focused on heavy trucks and potential weight limit enforcement systems and actions. Port consulting engineers at Coffman Engineering has confirmed the potential accelerated rate of deterioration resulting not just from the weight of heavy vehicles, but the speed at which they are travelling:

*“The impact of vehicle wheels pounding on a bridge roadway is a principal factor of increased stress on a bridge. The amount of impact is directly related to how fast the vehicle is moving. Driving slower reduces the wheel pounding and the impact substantially. This can help reduce the structural fatigue and significantly improve the bridge service life, while reducing the need for repairs and maintenance. By driving slower you can help yourself by improving traffic flow on the bridge minimizing the need for those dreaded backups caused by the maintenance crews closing the bridge for repairs.”*

- Harvey Coffman, Coffman Engineers

In the past 12 months, there was a total of 89,647 commercial truck crossings on the bridge. This is slightly lower than normal volumes, likely due to decreased shipping activity due to the pandemic and the lowered weight limit that was imposed by ODOT on March 3, 2021. The Port’s electronic tolling system, Breezeby, currently has over 375 individual commercial accounts with large trucks that have transponders. Each account has a contact name, email, and phone number associated with the account, but this is often an accounting representative, not always a policy or logistics decision-maker.

### Staff Action Plan:

Special Projects Manager Genevieve Scholl is working to develop a public information campaign targeting Commercial Truck drivers, logistics managers, owners and administrators as well as transportation agency partners to increase awareness of the issue and ultimately reduce speeds on the bridge. A table of preliminary key messages, media, and delivery methods for this campaign follows on page 2 under the heading Campaign #1. Should the Commission approve and implement a new scheme for issuing fines, fees, or increased tolls to speed limit violators, Campaign #2 would deploy public notice of such.

Fred Kowell, CFO, will research and evaluate potential enforcement systems including hardware, software requirements and estimated costs for installation and maintenance of such a system. Fred is an active member of the International Bridge, Tunnel, and Turnpike Association, a professional organization of tolling agencies that is a great resource for best practices and technology recommendations.

Facilities Manager John Mann will serve as project manager for any resulting hardware installation on the bridge.

Michael McElwee and Port legal counsel Jerry Jaques and Anna Cavalieri will research and evaluate potential enforcement policies and protocols, including potential establishment of violator fines, fees, or increased tolls matrix for Commission consideration.

**Campaign #1 – September 2021**

<b>AUDIENCE</b>	<b>KEY MESSAGE</b>	<b>MEDIUM</b>	<b>DELIVERY</b>
Drivers	<b>Saving a few minutes now will cost you hours later. Slow down on the Hood River Bridge – 25 MPH.</b>	Paper flyer/poster Email Postcard handout	Direct mail to trucking company managers and logistics team leads, direct email, and toll takers providing handouts at the booth.
Breezeby commercial account trucking company owners and managers	Heavy truck speeding on the bridge is increasing the rate of degradation on the 100-year-old steel structure and causing increased closures/delays for repair work and potential new weight limits, that could cause drivers to have to re-route up to 40 miles to cross the river. <b>Speeding on the bridge is very bad for business.</b>	Formal letter on Port letterhead – to include Harvey Coffman’s quote.  Flyer/poster inclusions for distribution to drivers.  Direct email.  Direct phone calls to company owners.	Regular mail    Email  Direct phone call
Non-Breezeby commercial trucking company owners and drivers.	Same as above.	Small flyer/handout. Postcard handout.	Insert flyer in toll invoice mailings.
General public and partner transportation agencies.	<b>Saving a few minutes now will cost us all hours later. Slow down on the Hood River Bridge – 25 MPH.</b>	Port website and social media feeds postings.	Portofhoodriver.com Twitter Facebook

**Truck Speeding Campaign #2 – Dates TBD, tied to new enforcement scheme.**

<b>AUDIENCE</b>	<b>KEY MESSAGE</b>	<b>MEDIUM</b>	<b>DELIVERY</b>
Drivers	Speed limit on the Hood River bridge now photo-enforced with fines for violators.	Paper flyer/poster Email Postcard handout	Direct mail to trucking company managers and logistics team leads, direct email, and toll takers providing handouts at the booth.
Breezeby commercial account trucking company owners and managers	Same as above.	Formal letter on Port letterhead – to include Harvey Coffman’s quote.  Flyer/poster inclusions for distribution to drivers.  Direct email.	Regular mail  Email
Non-Breezeby commercial trucking company owners and drivers	Same as above.	Small flyer/handout. Postcard handout.	Insert flyer in toll invoice mailings.
General public.	Same as above.	Port website and social media feeds postings.	Portofhoodriver.com Twitter Facebook

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**Saving a few minutes now will cost hours later.  
Please slow down. Bridge speed limit is 25 MPH.**

**Heavy haul trucks speeding on the bridge is accelerating damage to the nearly 100 year old steel structure.**

The Port of Hood River is requesting that all trucking companies direct drivers to slow down on the Hood River-White Salmon Bridge. Heavy trucks traveling across the bridge in excess of the 25 MPH speed limit are a serious concern, as it is causing accelerated damage to the bridge deck that leads to increased closures for repairs and could lead to further weight limits or enforcement actions.

With no alternate crossing of the Columbia River within 20 miles in each direction, the Hood River-White Salmon Interstate Bridge is a critical link in the region's transportation system that must remain unbroken. While the Port is actively working to replace the bridge, it is imperative that the current bridge remain safe and operational.

The Port is reaching out to all trucking companies that are known to regularly use the bridge asking for your cooperation in getting the word out to drivers to SLOW DOWN on the bridge. To protect the bridge from the avoidable damage caused by heavy trucks traveling at speeds in excess of the limit, the Port Commission is considering implementing enforcement action and fines to protect the bridge from avoidable damage.

We need your help to protect this important cross-river connection for freight, commerce, and the community.

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: September 7, 2021  
Re: Replacement Bridge Management  
Contract Procurement Process

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The Replacement Bridge Management Contract (RBMC) may be the most critical consultant contract during the bridge replacement process. The team will represent the Port/Bi-State Working Group (BSWG) in developing planning efforts for the most efficient use of existing grant funds, writing and managing the selection process of the design team, preparing public processes for determining aesthetic treatments required by Sec. 106 mitigation commitments and the National Scenic Area permit application. In addition, they will review technical submittals from the design team and review invoices for payment. The life of the contract will likely exist through the end of construction.

The process for selecting this key consultant will include developing documents that will be distributed to the industry, ensuring that state and federal agencies are in agreement, creating an adhoc evaluation committee to read and score the submittals, interviewing the top scoring firms, negotiating a contract with the selected team before issuing a Notice to Proceed.

Initially, staff had suggested procuring professional services to prepare the solicitation, but after a discussion among the BSWG the following was recommended:

- Contact Port outside counsel, Schwabe Williamson, to review process, capabilities, and comfort level with aspects of work.
- Utilize templates created and/or used by Commissioner Fox, Klickitat County, Hood River County, the Interstate Bridge Replacement project and other appropriate samples
- Based upon the strengths of each model develop a draft procurement document with consultant help, if necessary.
- Send to outside counsel for review and modify.
- Send to agencies for review.

This approach will lessen the reliance on new contractors but the total cost is likely to be around \$20,000 with attorney fees. State and federal agencies will still need to review the materials to ensure that the documents comply with reimbursement requirements.

**RECOMMENDATION:** Authorize preparation of solicitation to select a Replacement Bridge Management Contractor.

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**HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT PROJECT**  
**REPLACEMENT BRIDGE MANAGEMENT CONTRACT PROCUREMENT SCHEDULE**

**DRAFT: September 3, 2021**

*bold, italics - public meetings*

TASKS / SUB-TASKS	START	END	DAYS	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
DEVELOP PROCUREMENT DOCS	9/7/21	10/21/21	44	█	█	█					
Staff Prepares Prelim RFP Draft	9/7/21	9/20/21	13	█							
Procurement docs finalized	9/21/21	10/1/21	10		█						
Agency Review of docs	10/1/21	10/21/21	20		█	█					
BSWG Review of RFP	10/1/21	<b>10/11/21</b>	10		█	█					
Port Legal Review of RFP	10/2/21	10/19/21	17		█	█					
Port Comm. Approval of RFP	10/12/21	<b>10/19/21</b>	7		█						
Agency adjustments to RFP	10/19/21	10/21/21	2		█						
RFP/RFQ RELEASED	10/22/21	12/3/21	42			█	█	█	█		
Public Release of RFP	10/22/21	10/22/21	0			█					
Pre-submittal conference	10/29/21	10/29/21	0			█					
Close question period	10/30/21	11/5/21	6			█	█				
BSWG Review of progress	11/6/21	<b>11/8/21</b>	2			█					
Submittals due	11/6/21	12/3/21	27			█	█	█			
SUBMITTAL EVALUATIONS	12/4/21	1/18/22	45				█	█	█	█	
Evaluation Comm. Review; reference checks	12/4/21	12/17/21	13				█	█			
BSWG status report	12/13/21	<b>12/13/21</b>	0				█				
Interviews	12/11/21	12/15/21	4				█				
Request for information	12/15/21	12/22/21	7				█	█			
Evaluation Comm. completes assessment	12/22/21	1/5/22	14				█	█			
BSWG reviews assessment	1/6/22	<b>1/10/22</b>	4					█			
Port Comm. authorizes negotiations (assumes no protest)	1/11/22	<b>1/18/22</b>	7					█			
RBM CONTRACT COMPLETION	1/19/22	4/12/22	83					█	█	█	█
Contract negotiations	1/19/22	3/11/22	51					█	█	█	█
Agency Review of contract	2/28/22	3/25/22	25						█	█	█
BSWG reviews contract	3/7/22	<b>3/14/22</b>	7							█	
Finalize contract docs	3/15/22	3/25/22	10							█	█
Port Comm. Approval of RBMC	3/29/22	<b>4/5/22</b>	7							█	█
Contract execution/NTP	4/5/22	4/12/22	7								█

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: September 7, 2021  
Re: WSP Preliminary Cost Estimate  
Amendment

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The Bi-State Working Group (BSWG) received a brief presentation from Stuart Bennion, WSP engineering lead, on the elements of the updated preliminary cost estimate (PCE). The purpose of the PCE is to increase the understanding on project risks and assumptions in developing a new estimate. There will be three deliverables including the updated PCE, and updated construction schedule and an updated risk register.

If authorized, a notice to proceed will be issued this week and a series of committee work sessions will begin to produce the deliverables. A summary of the work will be shared with the BSWG before the Thanksgiving break. Final deliverables would be due by first week of December.

The cost for the amendment is \$87,061 (\$81,184 for the engineering effort, \$5,278 for management, and \$599 for travel expense, if necessary). The work is certainly eligible for reimbursement by HB2017, but issues related to fund availability will need to be considered.

**RECOMMENDED ACTION:** Authorize Amendment No. 6 with WSP for an updated Preliminary Cost Estimate.

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**PORT OF HOOD RIVER  
PROFESSIONAL SERVICES CONTRACT  
AMENDMENT No. 6**

This Amendment No. 06 (the “**Amendment**”) to the Port of Hood River Professional Services Contract, No. 2018-01, dated July 16, 2018, (the “**Agreement**”) is entered into between the Port of Hood River and WSP USA, Inc. (collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the Parties have determined that a more detailed cost estimate is necessary for the Hood River Bridge Replacement Project Environmental Studies, Design and Permit assistance project; and

**WHEREAS**, based upon the needs of the project, this amendment allows for changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), and Rate Schedule (Exhibit F) including an increase in the consultant compensation; and,

**WHEREAS**, Amendment No. 01 was approved by the Commission on August 6, 2019 to accommodate job description and rate changes resulting from a merger between WSP USA, Inc. and BergerAbam; and

**WHEREAS**, Amendment No. 02 was approved by the Commission on October 22, 2019 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), and Rate Schedule (Exhibit F) as documented in the 2019 C2C;

**WHEREAS**, Amendment No. 03 was approved by the Commission on August 11, 2020 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), Key Persons (Exhibit D), and Rate Schedule (Exhibit F) as documented in the 2019 C2C;

**WHEREAS**, Amendment No. 04 was approved by the Commission on February 16, 2021 to allow changes to the Scope of Work (Exhibit A) and Consultant Compensation (Exhibit B), as documented in the 2021 C2C;

**WHEREAS**, Amendment No. 05 was approved by the Commission on July 20, 2021 to extend the expiration date of the contract to January 31, 2022;

**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 the amended attached Exhibit A to the Agreement with the “Hood River Bridge Replacement Project, Final Statement of Work Updated August 27, 2021” Exhibit A attached hereto.





**Hood River Bridge Replacement Project  
Environmental Studies, Design and Permitting Support**

**Final Statement of Work**

**July 16, 2018**

**Updated September 24, 2019**

**Updated July 24, 2020**

**Updated February 5, 2021**

**Updated August 27, 2021**



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## INTRODUCTION

The Port of Hood River (Port) is entering into a Professional Services Contract with WSP USA (Consultant) to deliver environmental studies, design and permit assistance for the Hood River Bridge Replacement Project (Project).

## GENERAL ASSUMPTIONS

The following are general assumptions for this statement of work and associated budget. Changes to these assumptions may require changes in the statement of work, schedule, and/or budget:

- a. The duration to accomplish services included in this Statement of Work is expected to occur between approximately July 25, 2018 and ~~July-January 31, 2021-2022~~ (36-42 months), and is subject to change given the contingencies and assumptions in the Statement of Work. Material extension (longer than approximately 15 days) of this schedule may require additional project budget.
- b. Any construction cost estimate prepared as part of this Statement of Work will be commensurate with the level of engineering (10 percent design or less) and be conceptual in nature, based on design assumptions and bid history.
- c. Geotechnical information is based on data gathered in an amount which is less than that required for final design.
- d. This Statement of Work assumes that all deliverables, unless otherwise stated, will be limited to one draft version and one final version. The draft version will be reviewed concurrently by the Port and ODOT, and the final version will be prepared with edits and comments from the Port incorporated to the extent both the Port and Consultant agree. The Port may include other consultants in its review and provide compiled comments for the Consultant to address.
- e. Consultant will provide all deliverables in electronic format unless otherwise specified in the Statement of Work.
- f. Consultant attendance at meetings will include travel time and travel expenses. When possible, trips will be combined with other Project activities to serve multiple purposes in single trips.
- g. Requests to perform services outside the Statement of Work will be documented and authorized in writing (email is acceptable) by the Port, including an agreed upon budget for those services by both the Port and Consultant, prior to the Consultant initiating any out-of-scope services.
- h. The study area is generally defined as the existing Hood River Bridge and its connections to the I-84/Exit 64 interchange and SR 14/bridge approach road intersection as well as the three new bridge alignments and approach/connections documented in the Draft EIS. **Amended 9/24/2019: Alternative EC-1 will be evaluated in the environmental technical reports but will be eliminated from consideration based on a re-screening of all three build alternatives. The Supplemental Draft EIS will document the elimination of this alternative from consideration, and the environmental impact analysis will be limited to Alternative EC-2, Alternative EC-3, and the No Action Alternative.**
- i. The preliminary preferred alternative (in its entirety, including the assumed vertical clearance) identified in the Draft EIS and further studied in the Bridge TS&L will continue to be the preferred alternative in subsequent NEPA documents. No additional alternatives will be analyzed, designed or otherwise developed beyond the three build alternatives evaluated in the Draft EIS.
- j. The NEPA lead agency is FHWA and led by the Oregon Division Office. NEPA and supporting technical analyses and reports will be prepared to comply with ODOT procedures. NEPA documents will be prepared to address and comply with Washington SEPA, as needed. The NEPA classification is an EIS; a Supplemental Draft EIS and Final EIS will be prepared.

## 1. PROJECT MANAGEMENT

### 1.1. Project Management and Coordination

Consultant will coordinate with the Port to provide overall project management of the Project, including oversight and direction of the Consultant team, and coordination with ODOT and FHWA to identify issues and resolutions. This task includes preparation of monthly invoices, progress reports, Commission packets (schedule change report, projected work activities, fully expanded schedule), updating financial systems, maintaining project files/records/emails, development and monthly update of project schedule, development and update of project management and quality assurance plan, development and update of a web-based collaboration site for file sharing, regular phone/email coordination with the Port and its EIS Technical Advisor, and management of subcontracts.

Consultant will prepare a baseline burn rate projection (tasks by month) to analyze budget compliance and conduct up to two (2) revised burn rate projections. Consultation will develop charts by major tasks to compare planned versus actual budgets; charts will be updated monthly and submitted with invoices.

**Updated July 24, 2020:** An additional six (6) months of project management and coordination is added to this task.

#### Deliverables:

- Monthly progress reports/invoices
- Project schedule and updates
- Monthly commission packets (beginning February 2019)
- Project management and quality assurance plan
- Collaboration website
- Baseline for projected budget burn rate
- Planned versus actual budget charts (for 6 months)

### 1.2. Client Progress Meetings

Consultant will prepare for and participate in one in-person Project kick-off meeting and regular progress meetings between the Port and the Consultant throughout the duration of the Project. Consultant will prepare meeting agendas, summarize key decisions made during the meeting, and maintain an action items log. Client progress meetings will include:

- One (1) kick-off meeting with the Port
- Periodic project progress meetings with the Port; monthly through September 2019; every other month for remaining contract duration.

Monthly project management teleconferences with the Port

#### Assumptions:

- Up to five (5) Consultant staff (PM, PI Lead, Environmental Lead, Design Lead and Traffic Lead [by phone]) will attend the kick-off meeting, which will be held in Hood River and have a duration of four (4) hours.
- Kick-off meeting will include a debrief on recent lead agency coordination efforts by the Port and will define next steps for agency outreach.
- Up to four (4) Consultant staff will attend project progress meetings in-person or via teleconference; up to twenty-three (23) meetings will be held throughout the duration of the project with up to ten (10) meetings held in Hood River and up to ten (10) meetings held by teleconference; meetings will have a duration of up to two and one-half (2.5) hours.

Consultant PM will participate in one-hour teleconferences; up to thirty (30) teleconferences will be held throughout the duration of the project.

**Deliverables:**

- Meeting agendas for monthly project progress meetings

Log of action items and decisions.

### 1.3. Consultant Team Coordination Meetings

Consultant will hold weekly team coordination teleconferences to track the status of deliverable production; scope and schedule compliance; quality control, and address emerging issues. Consultant will prepare a 3-month look ahead work plan, which will be updated at each meeting.

**Assumptions:**

Up to four (4) Consultant staff will attend monthly teleconferences that have a duration of up to one (1) hour; up to thirty (30) teleconferences will be held throughout the duration of the project.

**Deliverables:**

Work plan and updates

### 1.4. Change Control

To address changes requested by the Project team that vary from the approved statement of work, schedule, or budget, Consultant will prepare a Project Variance Request that provides a description of the variance, effect on scope, schedule and budget. Project Variance Requests will be submitted to the Port for authorization prior to any out-of-scope work being performed.

Consultant will prepare a cost-to-complete analysis on an annual basis. One Client Progress Meeting per year will be dedicated to reviewing the cost-to-complete analysis.

**Assumptions:**

- Up to six (6) project variance requests will be prepared as needed.
- Up to three (3) cost-to-complete analyses will be prepared

**Deliverables:**

- Project variance requests

Cost-to-complete analyses

### 1.5. Risk Management

Consultant will collaborate with the Port to identify risks that could affect the Project delivery. Risks will be listed in a risk register with probability of occurrence, magnitude of impacts, and avoidance/mitigation strategies identified. Consultant will review the risk register monthly at Client Progress Meetings and update as needed.

**Assumptions:**

Risk assessment will be limited to qualitative analysis

**Deliverables:**

Risk register

## 2. PUBLIC INVOLVEMENT

### 2.1. Public Involvement Plan and Task Coordination

#### 2.1.1. Public Involvement Plan and Task Coordination

Consultant will develop a public involvement plan to address community interests and meet NEPA requirements for public outreach. The plan will identify public involvement goals, project audiences, and tools used to reach each audience, including, but not limited to:

- Public meeting and online open house events, and briefings with stakeholder and community groups
- Project information shared at local community events
- Use of the Port's Project website

Targeted outreach efforts to potentially affected minority populations, non-English speaking populations, and low-income populations in compliance with federal procedures on environmental justice

The Draft Public Involvement Plan will be reviewed and approved by the Port with a concurrent review opportunity by the BRAC members. The Consultant will incorporate the Port's comments (and the BRAC's to the extent feasible) and develop a Final Public Involvement Plan.

Consultant will prepare a slide presentation and make a presentation to the Board of Port Commissioners to provide an overview of the Public Involvement Plan.

#### Assumptions:

- Document to be prepared in MS Word.

Up to four (4) updates to the Public Involvement Plan will be made throughout the project.

#### Deliverables:

- Public Involvement Plan
- Overview Slide Presentation of the Public Involvement Plan

#### 2.1.2. Start-up Communications Activities (Task Completed 5/31/2020)

Consultant will establish and produce the following communications deliverables during the start-up phase of the Project:

- Create a comment tracking protocol that describes how the Port will accept comments throughout the Project, including during formal comment periods.

Develop Project logo and document masthead

#### Assumptions:

- Comment protocol to be prepared in MS Word (four (4) page memo).
- The purpose of project logo and masthead is to provide a consistent graphic identity on all publicly-distributed materials including website, notices of events and meetings.

Up to two (2) rounds of review for logo and masthead will be made. Port will consolidate all edits/comments to Consultant.

#### Deliverables:

- Comment tracking protocol document

Project logo and masthead (electronic files)

## 2.2. Stakeholder Interviews (Task Completed 6/30/2019)

Consultant will coordinate with the Port and local partner agencies to identify stakeholders from whom to gather input on the perceptions and expectations of this Project, which will lead to developing a Stakeholders Interview List. Consultant will develop an interview questionnaire and conduct interviews in-person as possible. Telephone interviews will be conducted if the interviewee prefers this format or in-person interviews are not feasible. BRAC members will be interviewed individually. Other key stakeholders will be interviewed in two focus group-style meetings: one (1) in OR and one (1) in WA.

Upon completion of the interviews, Consultant will prepare a Stakeholder Interview Memorandum that includes data collected during the interviews, a summary of common stakeholder perceptions and suggestions, and analysis of project knowledge, support, goals and issues.

### Assumptions:

- Port staff will handle all interview scheduling and meeting logistics.
- Information gathered through the individual stakeholder interviews will be publicly reported as an aggregate rather than calling out information attributed to specific stakeholders in order to protect proprietary and sensitive information.
- Up to twenty (20) stakeholder interviews will be conducted, which includes all members of the BRAC.

Interviews will be conducted in-person in Bingen, Hood River or White Salmon; duration of each individual interview will be up to one (1) hour. Group interviews will be two (2) hours. Interviews will be scheduled consecutively to the extent possible for travel time savings.

### Deliverables:

- Stakeholder Interview List
- Interview Questionnaire
- Stakeholder Interviews

Stakeholder Interview Memorandum

## 2.3. Information Material: Media Releases, Fact Sheets, and Newsletters

Consultant will prepare up to four (4) media releases for Port distribution to media outlets.

Consultant will produce up to four (4) newsletters to distribute to stakeholders at key milestones throughout the Project. Consultant will produce the newsletters to be organized, sized and colored to best transmit information to the public. Newsletters will direct recipients to the website for further Project information and signing up for the mailing list. Newsletters will serve as the project facts sheet, be made available in print and electronically, and will be translated in Spanish.

### Assumptions:

- Port to distribute media releases electronically.
- Newsletters will be formatted to be 11x17" and double-sided, folded in full color.
- Newsletters will be translated into Spanish as well as produced in English.
- Newsletters will be distributed by Port and consultant staff at local sites and at community meetings and events. They will align with key project milestones and will be distributed by the Port electronically to the Project mailing list recipients.
- Consultant will print 100 newsletters (x four (4) versions = 400 total copies) in English and 25 copies (x four (4) versions = 100 total copies) in Spanish.

### Deliverables:

- Media releases
- Newsletters (English/Spanish – 4 each version, digital and hard copy)

## 2.4. Social Media and Digital Ads

Consultant will develop a social media strategy for Port implementation. Strategy must at minimum include goals, measurement, key messages, draft posts to include effective hashtags and suggested media with a timeline throughout the NEPA process. Consultant will prepare content to be placed on Port and partner agency social media accounts. Consultant will also prepare a digital advertising strategy and artwork for digital display advertising on Facebook and Twitter. Schedule includes up to four (4) different versions of the ads (two (2) for each Open House), as directed by Port. Consultant will deploy digital ads.

### Assumptions:

- The purpose of social media activity is to have an online presence for project activity awareness through Port and partner agency Twitter and Facebook social media accounts.
- Written content will be in MS Word, visual content will be photographs. Port and partner agencies will post content. Sixteen (16) posts will be prepared for each platform.
- Consultant will produce, pay for and deploy digital advertising and include in direct expenses.
- Port and partner agencies to be responsible for monitoring social media accounts and responding to comments, as needed.

Consultant social media specialist to participate in two (2) teleconference meetings with the Port.

### Deliverables:

- Social media strategy/digital ad plans
- Social media content

Digital ads

## 2.5. Project Website and Online Surveys

Consultant will prepare website content for Port to upload to the existing project site. Content to include key project milestones, public meetings/open houses, informational materials, online surveys and release of NEPA documents. Web content will be translated into Spanish using Google translate function and Spanish language newsletters will be posted. Online surveys will be translated into Spanish. All web updates to be the responsibility of the Port.

### Assumptions:

- Port should consider purchasing the domain [www.hoodriverbridge.org](http://www.hoodriverbridge.org) and make that the link to the project-specific section of the Port's website. This will make the informational materials more user-friendly.
- Spanish language website translation will require the Port to add Google translate plug-in to be added to the project web page.
- Up to six (6) website updates will be made throughout the project.
- Online surveys will align with in-person project Open Houses.
- Online comment periods will be two weeks in duration during each NEPA milestone.
- Website content will consist of:
  - Project overview/background
  - Environmental review
  - Purpose and need
  - Alternatives being considered
  - Project library – previous studies and environmental documents
  - Online survey
  - Email list sign-up

### Deliverables:



Project Website consisting of up to eight (8) sections of content and twelve (12) updates.

## 2.6. EIS Working Group

Consultant will prepare meeting agendas, materials and plan for WG meetings, facilitate meetings, and provide a decision log.

Consultant will attend one (1) meeting with Port and Washington local agencies.

### Assumptions:

- Port will identify and coordinate the membership of the WG.
- Port will be responsible for all facility and food costs at meeting venues and scheduling the meetings.
- Port will prepare meeting summaries.
- The first WG meeting will include a chartering session conducted by two (2) facilitators. A WG charter will be produced as part of the meeting summary.
- The WG will meet in the Bingen, Hood River, and White Salmon area; meetings are assumed to be two (2) hours in duration. Up to three (3) Consultants (PM, PI Lead/Facilitator, and technical lead) will attend each meeting.
- Up to seven (7) WG meetings are assumed.
- Materials to be distributed to the EIS Working Group will be shared in draft review form with the Port at least two weeks prior to the meeting and sent to the EIS Working Group approximately one week prior to the meeting.

### Deliverables:

- Meeting agendas and materials
- WG charter

## 2.7. Task Reserved

## 2.8. Public Open Houses

Consultant will coordinate, prepare for, and facilitate up to two (2) public open houses, including one (1) open house that functions as a public hearing for the SDEIS. Consultant will be responsible for preparing and placing a public advertisement about the meetings in the Hood River News, White Salmon Enterprise, online advertisements and for preparing the following materials that will be used at the meetings:

- Specific event and notification plan
- Comment form (hard copy and online version)
- PowerPoint presentation
- Display boards
- Comment summary

Post-event summary

The Consultant will coordinate with the Port concerning the logistics of the public meetings. Consultant will serve as the meeting facilitator of the public meetings. It is anticipated that one public hearing will be required; Consultant will coordinate and provide one court reporter for the public hearing.

### Assumptions:

- Public display advertisements will be placed in two (2) local newspapers (Hood River News and White Salmon Enterprise) and will be paid for by the Consultant.
- Open House locations will rotate between Hood River and White Salmon/Bingen and will last up to two (2) hours; up to five (5) Consultant staff will attend each meeting; one public meeting will be a public hearing for the SDEIS. Port to be responsible for any facility costs.

- Up to ten (10) display boards will be prepared and printed for each public meeting
- Event summaries not to exceed eight (8) pages

**Deliverables:**

Public meeting event plan, materials, displays and post-event summary for each meeting

**2.9. Public Comments**

The Consultant will create a comment tracking protocol (in Task 2.1) that describes how the Port will accept and respond to comments received, including general comments received outside of the SDEIS public comment period.

The Consultant will monitor comments received from the website, project email address, and online open house. Consultant also will receive comments forwarded from Port staff for inclusion in a comment log. Consultant will document and summarize up to fifty (50) public comments. Comments will be logged in an MS Excel spreadsheet.

**Assumptions:**

- Project comments, responses and activities will be documented and tracked using MS Excel.
- Consultant will document up to fifty (50) comments.

**Deliverables:**

Comment Log in MS Excel

**2.10. Community Outreach Events (Task Completed 12/31/2020)**

Consultant will work with the Port to prepare a community outreach events plan that outlines the events, goals, staffing needs, and communication materials that can be used to share Project information at existing public events, including local community event booths, Port events, and through partnerships with community groups. Activities at existing events may include presentations (i.e. Hood River and White Salmon Rotary, Chamber) or booths/tables (i.e. WAAAM Fly-In, local schools).

Consultant to hold up to two (2) one-hour meetings with Port staff to 1) refine the event plan with the Port, and 2) review presentation materials with the Port.

Presentations and materials for events will include:

- Up to two (2) large presentation boards with graphics provided by others on the Consultant Team

One PowerPoint presentations that include input/materials from others on the Consultant Team

**Assumptions:**

- Consultant will work with the Port to develop a list of up to four (4) events to support community outreach
- Each community event will include preparation, support materials, and attendance by up to two (2) Consultant public involvement specialists, and one or two port representatives.
- All community events are assumed to be within the Hood River, Bingen, White Salmon area, and may include presentations or staff and materials/booths/tables at existing events
- Consultant will provide support materials, including two large boards, a PowerPoint presentation, and a written summary.

All events are assumed to be up to 2 hours in length.

**Deliverables:**

- Community Outreach Plan (subsection included in the Public Involvement Plan)

Community Outreach Events presentations and summary memoranda

### 2.11. Environmental Justice Outreach

The Consultant will coordinate with the Port to identify leaders within minority communities, businesses that may employ a concentration of low-income or minority persons, community events (e.g., church events, community center functions, mobile library or food bank events) that are frequented by low-income or minority persons and develop an outreach strategy to take project information to these events and gather input on the project. Consultant will conduct outreach at up to three (3) events, including the development of event notices, agendas identifying key discussion objectives/questions for participants, and meeting materials in English and Spanish. Consultant will participate in a 30-minute debrief teleconference with Port and other Consultant leads and prepare summaries of each event to document event logistics, attendees, all input received, and substantive topics discussed. Given the potential for the presence of linguistically isolated populations (anticipated to be Spanish-speaking), a Spanish community outreach plan will be generated, the meetings will be advertised and summarized in English and Spanish, and a Spanish interpreter will be provided by the Port.

Consultant will develop a web-based survey specifically for outreach to Native American users of tribal fishing access sites and the Columbia River in the vicinity of the Project. Consultant will coordinate with the Port who will publish notice of the survey and encourage completion by tribal fishers. This will include the preparation of an 11"x 17" notice for placement by Port staff at tribal fishing access sites. Consultant will provide survey data and complete a summary memorandum of the overall results.

#### Assumptions

- Demographic data will be developed under Task 5.4.8, Social and Economic Technical Report
- Door-to-door visits in the area will not be conducted.
- The strategy for outreach to EJ populations will be included in the Public Involvement Plan prepared under Task 2.1
- Agendas and meeting materials will be prepared in English and Spanish.
- Port will provide Spanish interpreter for meetings/events.
- Debrief sessions will be held via teleconference and limited to 30 minutes each.
- Survey Monkey will be used for tribal fisher survey
- Port will lead efforts to publish notice of the survey and encourage participation

Port will post any hard copy notices including coordination with property managers.

#### Deliverables:

- Draft and Final Tribal Fishers Survey
- 11x17 Notice of Project and Survey (1 pdf for printing by the Port)

Fisher Survey Data and Summary Memorandum

### 2.12. Status Reports

Consultant will prepare up to thirty-six (36) monthly 1-page status reports for inclusion in the Port Commission meeting materials. The status report will document work completed over the past month, upcoming work, and public outreach events. The status report will be formatted with graphics, and text will be kept a summary level discussion.

#### Deliverables

Monthly status reports

### 3. TASK RESERVED

### 4. TASK RESERVED

## 5. ENVIRONMENTAL

### 5.1. Environmental Study Plan and Coordination

Consultant will develop a strategic Environmental Study Plan to move the project forward from the 2003 Draft EIS and 2011 TS&L Study through final NEPA documents and decisions. Consultant will develop the Environmental Study Plan to include streamlined approaches for coordinating the NEPA process and set a clear pathway for environmental compliance activities to address other federal, state and local regulations. Consultant will review past project documents and will consider the following inputs when developing the Environmental Study Plan: tribal consultation, funding/financing strategy, agency roles and responsibilities, permits, technical studies, mitigation plan, and the NEPA classification and required documentation.

Consultant will prepare a Draft Environmental Study Plan for Port and State DOT review. Consultant will incorporate Port and State DOT review comments and prepare a Revised Draft Environmental Study Plan for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final Environmental Study Plan.

Consultant will provide leadership, direction, and control of Consultant environmental work efforts. Consultant will provide day-to-day task management.

#### **Deliverables:**

Draft, Revised Draft, and Final Environmental Study Plan

### 5.2. Agency Coordination

#### 5.2.1. Lead Agency Identification (Task Completed 12/31/2020)

Consultant will work with the Port to identify and confirm the lead federal NEPA agency. Consultant will build upon the Port efforts to date and will:

- Outline NEPA triggers (e.g., funding, permits) by federal agency
- Meet with the potential lead federal agencies, ODOT, and Washington State Department of Transportation (WSDOT) to discuss lead, cooperating, and participating agency roles

Coordinate with the tolling and revenue efforts to clarify potential federal funding sources

Consultant will prepare meeting agendas and materials, attend meetings, and prepare meeting summaries for up to 10 meetings with potential lead federal agencies, ODOT, WSDOT, and the Port. The Port will review one draft of the meeting agendas, materials, and summaries. Based on the Port's comments, Consultant will prepare final meeting agendas, materials, and summaries.

#### **Assumptions:**

- Potential lead agencies include the FHWA Oregon Division, FHWA Washington Division, US Coast Guard (USCG), and US Army Corps of Engineers (USACE)
- Up to one informational transfer meeting lasting up to two hours will be held with the Port in Hood River
- Up to four (4) meetings with potential lead agencies will be held at ODOT Region 1 in Portland
- Meetings with potential lead agencies will be up to one hour in duration

Up to three Consultant staff will attend each meeting

## Deliverables:

- Meeting Agendas, Materials, and Summaries

### 5.2.2. Agency Coordination and Planning Documents

Consultant will provide day-to-day coordination with ODOT and FHWA to address NEPA compliance and documentation. Consultant will facilitate up to two (2) one-hour teleconferences per month with the Port, ODOT and FHWA. Consultant will prepare agendas and action item logs for each teleconference. Up to 40 teleconferences will be held.

Consultant will prepare a Draft Agency Coordination Plan. The Port and ODOT will review the Draft Agency Coordination Plan and provide comments to the Consultant. Consultant will prepare a Revised Draft Agency Coordination Plan for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final Agency Coordination Plan. The Consultant will update the plan as new information emerges (e.g., agency participation, agency staff contact information, EIS timeline).

The Agency Coordination Plan will include a list of agencies, roles and responsibilities, agencies that declined or did not respond to the invitation to be a participating agency, agency contract information, a project schedule, and the initial coordination, coordination points, and information requirements and responsibilities.

Consultant will develop a NEPA Team Charter to confirm roles, responsibilities, and document review assumptions for NEPA deliverables that the Port, ODOT, WSDOT, FHWA and the Consultant agree to.

Consultant will prepare letters to invite agencies and tribes to be cooperating and participating agencies. Draft letters will be submitted for Port and ODOT review; revised draft letters will be submitted to FHWA for review; final letters and a list of email addresses will be submitted to FHWA for distribution to agencies and tribes. Consultant will track responses from agencies and tribes.

Consultant will prepare a Notice of Intent (NOI) to prepare a Supplemental Draft EIS, which will be published in the Federal Register. The Draft NOI will be submitted for Port and ODOT review; a revised draft NOI will be submitted to FHWA for review; a final NOI will be submitted to FHWA for publication in the Federal Register.

#### Assumptions:

- The Port will provide one set of combined Port and State DOT review comments on the draft plan
- Only one version of the draft, revised draft, and final plan will be prepared
- Up to eight (8) updates will be made to the Agency Coordination Plan
- The Port will follow up with agencies that are unresponsive to the cooperating and participating invitation letters.

#### Deliverables:

- Draft, Revised Draft, and Final Agency Coordination Plan
- Updates to Agency Coordination Plan
- Agendas and action item logs for twice-weekly teleconferences
- Draft, Revised Draft, and Final NEPA Team Charter
- Draft, Revised Draft, and Final Notice of Intent

### 5.2.3. Tribal Consultation Plan (Task Completed 12/31/2020)

Consultant will prepare a Draft Tribal Consultation Plan. The Port and State DOT will review the Draft Tribal Consultation Plan and provide comments to the Consultant. Consultant will prepare a Revised Draft Tribal Consultation Plan. The plan may include an overview of the project team structure, goals and desired outcomes, and an approach for how and when consultation will be conducted.

#### Assumptions:

- ODOT will lead all tribal consultation efforts

- After the Revised Draft Tribal Consultation Plan is prepared, ODOT will use this information to refine their strategy to consult with tribes.
- No Final Tribal Consultation Plan is required.

**Deliverables:**

- Draft and Revised Draft Tribal Consultation Plan

**5.2.4. Agency and Organizations Meetings**

Consultant will prepare meeting agendas and materials, attend meetings, and prepare meeting summaries for up to 18 meetings with various bi-state federal, state, and local agencies and organizations to share information and gather input for NEPA, SEPA, and permitting compliance. The Port will review one draft of the meeting agendas, materials, and summaries. Based on the Port’s comments, Consultant will prepare final meeting agendas, materials, and summaries.

The 18 meetings will be small, topic focused meetings (e.g., a meeting with the USACE and USCG to discuss in water work and permits or a meeting with US Fish and Wildlife Service (USFWS) and NOAA Fisheries National Marine Fisheries Service (NOAA Fisheries) to discuss ESA Section 7 consultation related issues).

Agencies and organizations may include but are not limited to FHWA, USACE, USCG, USFWS, NOAA Fisheries, EPA, Columbia River Gorge Commission, ODOT, Oregon Department of Environmental Quality (ODEQ), Oregon Department of State Lands (ODSL), Oregon State Historic Preservation Office (SHPO), WSDOT, Washington State Department of Ecology (WDOE), Washington State Department of Fish and Wildlife (WDFW), Washington State Department of Natural Resources (WDNR), Hood River County, Klickitat County, Port of Klickitat, City of Hood River, City of White Salmon, public utility districts, emergency service providers, and environmental interest groups.

**Assumptions:**

- Up to twelve (18) smaller meetings will be up to one hour in duration; up to six each will be held in Portland, Vancouver and Olympia

Up to four Consultant staff will attend each meeting

**Deliverables:**

Meeting Agendas, Materials, and Summaries

**5.3. Methodology Memoranda (Task Completed 6/30/2019)**

Consultant will prepare a Draft Impact Assessment Methodology Memorandum that provides an overview of data collection, impact analysis, agency coordination, and permitting methods applicable to the resource disciplines to be addressed within the NEPA documents. The Port and State DOT will review one draft of the memorandum. Based on the Port’s comments, Consultant will prepare a Revised Draft Impact Assessment Methodology Memorandum for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare a Final Impact Assessment Methodology Memorandum.

**Deliverables:**

Draft, Revised Draft, and Final Impact Assessment Methodology Memoranda

**5.4. Technical Report Updates (Task Completed 12/31/2020)**

Consultant will use the technical reports, technical memorandums, and studies prepared for the 2003 Draft EIS as the starting point for this technical work. Consultant will update the 2003 documents to reflect current existing conditions and will implement impact analysis methodologies that have been updated since the Draft EIS was published. Specific elements of each 2003 document to be updated are identified under each technical resource below.

For all subtasks under Task 5.4, one draft technical report will be prepared and reviewed simultaneously by the Port and State DOT. The Port will provide one set of consolidated Port and State DOT review comments to the Consultant. Consultant will revise each draft technical report and prepare a revised draft technical report for FHWA review. Consultant will incorporate FHWA's comments and prepare a final version of each technical report.

**Updated July 24, 2020:** Consultant will update technical reports to incorporate edits on the administrative drafts of the SDEIS and FEIS. Up to four (4) reconciliation updates will be made to each technical report.

**Assumptions:**

- The No Build Alternative and three build alternatives (EC-1, EC-2, and EC-3) addressed in the 2003 documents will be addressed in the updated technical reports.
- The preferred alternative is consistent with the preferred alternative (EC-2) identified in the project 2011 Type, Size and Location Study
- The Supplemental Draft and Final EIS documents will be prepared to follow ODOT's 2010 National Environmental Policy Act Environmental Impact Statement Template ([http://www.oregon.gov/ODOT/GeoEnvironmental/Docs\\_NEPA/EIS\\_Annotated\\_Template.pdf](http://www.oregon.gov/ODOT/GeoEnvironmental/Docs_NEPA/EIS_Annotated_Template.pdf)) or other agreed upon format, so the reports will be updated provide the data necessary to follow this template
- The updated technical reports will update study areas as needed from the prior technical work

**5.4.1. Air Quality**

Consultant will update the 2003 Air Quality Technical Memorandum to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Identifying any new data or analysis that is required; or analysis that may have been changed since 2003
- Completing a qualitative operational Mobile Source Air Toxic (MSAT) emissions analysis per FHWA guidance
- Qualitatively assessing operational and construction impacts on transportation related criteria pollutants identified under the National Ambient Air Quality Standards

Qualitatively assessing MSAT emissions and particulate matter on sensitive receptors per FHWA guidance, including secondary particulate matter standards as it applies to treaty access fishing sites.

**Assumptions:**

- No quantitative operational MSAT analysis will be required.

Traffic data will be provided as part of Task 7, Transportation.

**Deliverables:**

- Draft, Revised Draft and Final Air Quality Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

**5.4.2. Energy and Greenhouse Gases**

Consultant will update the 2003 Energy Analysis Technical Memorandum to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Updating the analysis to meet new WSDOT greenhouse gas and energy guidance
- Identifying any new data or analysis that is required; or analysis that may have been changed since 2003
- Qualitatively discuss energy consumption and greenhouse gas emissions from vehicle operations on the bridge and other nearby roadway facilities that are directly affected by the project

Using FHWA's "Infrastructure Carbon Estimator" (ICE) spreadsheet tool to calculate greenhouse gas emissions and energy consumption from fuel usage, traffic delays, and maintenance emissions resulting from the construction of the projects

**Assumptions:**

- Consultant will follow WSDOT Greenhouse Gas and Energy guidance (WSDOT Guidance - Project-Level Greenhouse Gas Evaluations under NEPA and SEPA. Environmental Services, February 2018 <http://www.wsdot.wa.gov/sites/default/files/2017/05/08/Env-Energy-GHGGuidance.pdf>)

Operational traffic data and construction traffic delay data will be provided as part of Task 7, Transportation

**Deliverables:**

- Draft, Revised Draft and Final Energy Analysis Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

### 5.4.3. Fish and Wildlife Technical Report

Consultant will update the 2003 Fish and Wildlife Elements Technical Report, prepared by Entranco, and will be used to support the NEPA documentation. This report will be updated to develop the current affected environment description and will revise the impact and mitigation analyses to reflect updated project design, new environmental data, and current site conditions. To prepare the technical report, the Consultant will review preliminary project information, including plans, in-water work isolation plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project. The update will include:

- Addressing changes to threatened and endangered (T&E) species listings and critical habitat designations by the USFWS and NOAA Fisheries
- Updating listed species information based on new data readily available through on-line databases
- Identifying information that was included in the prior study that is now out of date and new data needs
- Identifying any new analysis that is required and any analysis that may have changed since 2003
- Reviewing local, state, and federal regulations to identify what regulations have changed as they pertain to T&E fish and wildlife species; this includes new species and critical habitat listings by USFWS and NOAA Fisheries
- Updating construction activity, operational, secondary, and cumulative impacts (as outlined in the 2003 Entranco report) based on any changes in the project alternatives, construction techniques, operations, and/or secondary and cumulative impacts

Updating the mitigation section of the report based on new data and technologies pertaining to underwater noise generated by in-water construction activities

**Assumptions:**

Detailed field surveys, and studies involving collection of fish samples or wildlife specimens will not be required. A site visit will be conducted as part of Task 5.4.10 and will be used to obtain general site information to assist in completing this task.

**Deliverables:**

- Draft, Revised Draft and Final Fish and Wildlife Elements Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts



#### 5.4.4. Geology and Soils

Consultant will update the 2003 Geology and Soils Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Updating the existing conditions using the May 2011 Final Geotechnical Foundation Recommendation included with the TS&L Report and any geotechnical work completed under Task 6, Engineering
- Updating the Construction Impacts section based upon the foundation types identified in the TS&L report and any geotechnical work completed under Task 6, Engineering

Updating the Construction Impacts section for the types and sizes of stormwater treatment identified in the TS&L report and any stormwater work completed under Task 6, Engineering

#### **Deliverables:**

- Draft, Revised Draft and Final Geology and Soils Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.5. Hazardous Materials

Consultant will update the 2003 Hazardous Materials Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- The review of federal and state environmental databases for listings of known or suspected environmental problems location along the project area performed for the May 2003 technical report is out of date; an updated database review and subsequent visual reconnaissance of the project area are required as database listings and site conditions may have changed since 2003
- An updated Environmental Database Report is required; historical land use data will be updated for the last 15 years and all previous historical data and summaries used in the 2003 technical report will remain without updates

Impact assessment and mitigation evaluation will be updated based on current site conditions

#### **Assumptions:**

- Analysis and reporting will reflect updated Federal and State environmental database review and visual reconnaissance performed for 2003 technical report

Reporting will reflect updated impacts and mitigation resulting from environmental database review and visual reconnaissance

#### **Deliverables:**

- Draft, Revised Draft and Final Hazardous Materials Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.6. Land Use

Consultant will update the 2003 Land Use Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Updating existing land use data and maps
- Updating zoning and land use designations
- Coordinating with local jurisdictions to identify proposed reasonably foreseeable development

- Updating list of applicable plans and policies for any plan updates and update plan consistency for any updated plans
- Adding an assessment of consistency with Oregon Statewide Planning Goals, the Coastal Zone Management Act of 1972, the Farmland Protection Policy Act, the Wild and Scenic Rivers Act, the Oregon Scenic Waterways Act, the Oregon Highway Plan, applicable Regional Transportation Plans
- Coordinating with Columbia Gorge Commission on any changes to policies that address project compliance with the CRGNSA management plan
- Reevaluating project consistency with the Port of Hood River marina master plan and the river walk conceptual plan
- Incorporating acquisition and relocation data based on current land uses, including estimated number of employees for any displaced businesses; acquisition data will be produced under Task 6.5.1.
- Preparing maps showing parcels that would be partially or fully acquired under each alternative
- Preparing a brief discussion of available housing for any displaced residences and vacant or re-developable land that could serve as potential relocation sites for displaced businesses
- Updating assessment of access changes based on current land uses
- Updating mitigation measures based on current land uses, updated plan consistency review, and updated analysis for acquisition and relocation data
- Coordinating with State DOT Utility Specialist to:
  - Identify (and map if possible) existing public and franchise utilities within the study area
  - Identify potential utility impacts and cost estimates for utility relocations
  - Identify mitigation measures for impacts to utilities

#### Assumptions:

- No statewide goal exceptions will be required
- There are no Wild and Scenic Rivers or Oregon Scenic Waterways within the study area
- The study area is not located within the geographic area subject to the Coastal Zone Management Act
- The proposed bridge facility is replacing a bridge with similar capacity, and thus is not anticipated to induce growth, so an extensive discussion/analysis of the potential for induced growth is not required

There are no prime farmlands within the study area; areas identified with soils rated as farmlands of statewide importance (on the Washington side) within the study area are not used for farming so an analysis of farmland conversion by alternative will not be required

#### Deliverables:

- Draft, Revised Draft and Final Land Use Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.7.Noise

Consultant will update the 2003 Noise Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Field reconnaissance to confirm noise sensitive land use in the noise study area and conducted updated short-term (15-minute) noise measurements
- A review of permitted developments that include noise sensitive land uses will be conducted with coordination with the local jurisdictions; this review was not required in 2003, but is now required

- Noise modeling updates are required as the assessment in 2003 was completed in FHWA’s Traffic Noise Model (TNM) Version TNM 2.0; FHWA’s current traffic noise model is TNM 2.5 which has been used by ODOT and WSDOT for the past 10 years
- Following field reconnaissance and the updated modeling effort, all analysis of impacts and mitigation will be updated from the assessment performed in 2003

The updated noise assessment will utilize the latest design and traffic data prepared under Task 6, Engineering, and Task 7, Transportation

**Assumptions:**

- Peak hour and peak truck traffic volumes, speeds and vehicle mix for all modeled roadways will be provided in the Task 7, Transportation
- Existing and proposed Micro station base map files including 5-foot contours, ROW lines, additional features such as existing noise walls and retaining walls, existing and proposed location of any concrete safety barriers top elevation and beginning and end locations, and existing and proposed roadway profiles will be provided in Task 6, Engineering
- The footprints for homes and businesses will be identified through GIS by the Consultant for modeled receptor location
- The Consultant will model noise levels for the existing year and the design year (build and no-build)
- The Consultant will model noise levels for the design year build and no-build conditions (alternatives)

Three build alternatives will be evaluated for noise impacts

**Deliverables:**

- Draft, Revised Draft and Final Noise Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

**5.4.8. Social and Economic, and Parks and Recreation**

Consultant will update the 2003 Social and Economic Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

*Social*

- Updating affected environment to reflect current social/community resources including schools, churches, social service providers, community centers, medical facilities, emergency services, business districts.
- Updating demographic data (population, household type, age, disability status, transit dependency) profile with current decennial census and/or American Community Survey data
- Updating assessment of project impacts to community character and cohesion, social/community resources, population groups, quality of life factors (e.g. noise, air quality aesthetics, etc.).
- Providing updated analysis of right-of-way acquisition impacts to social/community resources, residential areas and business areas

Add new description of the affected environmental and analysis of impacts for the White Salmon Treaty Fishing Access Site

*Environmental Justice*

- Updating census data with most currently available data from the American Community Survey (race, Hispanic/Latino, low-income) and creating a map identifying any areas with high concentrations of minority populations or low-income populations

- Qualitatively consider potential impacts of tolling on EJ populations utilizing information and data from Task 4 and/or the Port of Hood River’s tolling/revenue consultant.

Reevaluating impacts based on updated census data to make an updated environmental justice determination

*Economic*

- Updating the discussion on the financial feasibility study: updating data and analysis to disclose tolling expectations
- Updating the general economic conditions using the October 2010 Economic Effects report included with the TS&L Report as a starting point and then updating the data to current data as available, including:
  - Economic drivers for Hood River and Klickitat counties
  - Trade and flow of goods across the Hood River Bridge
  - Labor/workforce as it relates to using the bridge for commuting
  - Customers/consumers as they relate to using the bridge for travel
  - Employment trends for Hood River and Klickitat counties
  - Personal income trends for Hood River and Klickitat Counties
- Updating property tax data for properties subject to full acquisition
- Calculating the economic benefit to the region from the expenditure of capital dollars in terms of direct and indirect employment and direct and indirect economic stimulus during construction

Verifying if specific businesses may be affected during construction such as the need to relocate

*Recreation*

Using the 2003 Social and Economic Technical Report for previous documentation on parks and recreational resources, Consultant will prepare a stand-alone Parks and Recreation Technical Report. The report will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include

- Reviewing the list of Land and Water Conservation Fund Grants awarded in Hood River and Klickitat Counties to determine if any recreation facilities in the study area have received such grants and thus would be subject to the requirements of Section 6(f)
- Researching and documenting the status and funding sources for a potential future Klickitat County/ White Salmon Riverfront Bridge Park on the north shore of the Columbia River
- Confirming (and updating, if needed) list, description, and map of existing recreational resources – including parks, trails, natural landmarks, and points of interest – including which resources are subject to the requirements of Section 4(f) and/or Section 6(f)
- Reviewing and updating the assessment of impacts to recreational resources, including the Section 4(f) (and Section 6(f), as applicable) use assessment for each resource

Reviewing and updating mitigation measures as warranted based on updated impacts assessment

**Assumptions:**

- Coordination regarding Section 4(f) and Section 6(f) applicability and determinations will occur under Task 5.6.1.
- No in-person business inventory or business interviews will be performed
- No in-person residential survey or interviews will be conducted
- Tolling scenarios presented in the 2019 Stantec Tolling and Revenue Sketch Analysis will be incorporated into the Social and Economic Technical Report; analysis related to tolling impacts will be high-level and qualitative.

All census data (decennial and American Community Survey) will be provided at the census block group level

**Deliverables:**

- Draft, Revised Draft and Final Social and Economic Technical Report
- Draft, Revised Draft and Final Park and Recreation Technical Report

Up to four (4) reconciliation updates to each technical report based on revised SDEIS and FEIS administrative drafts

**5.4.9. Traffic**

All traffic and transportation effort will be conducted under Task 7. The data and analysis from that effort will be used in the NEPA documentation.

**5.4.10. Vegetation and Wetlands**

Consultant will update the 2003 Vegetation and Wetland Technical Report and will be used to support the NEPA documentation. This report will be updated to develop the current affected environment section and will revise the impact and mitigation analyses to reflect new project design, new environmental data, and the current site conditions. To prepare the technical report, the Consultant will review preliminary project information, including plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project. The work scope will include the following:

- Reviewing the 2003 report and updating information on changed conditions, including changes to the physical environment since 2003 and regulatory changes such as to special status species
- Conducting a plant surveys for sensitive species, species habitat, and invasive species in late spring/early summer within the terrestrial areas that could be disturbed during construction
- Addressing project impacts from invasive species, including the prevention and control of outbreaks
- Completing a wetland and ordinary high water mark (OHWM) delineation of the project alignment in accordance with the federal wetland delineation manual (1987) and the Arid West regional supplement (2008)
- Rating wetlands in Washington in accordance with the 2014 Washington State Wetland Rating System for Eastern Washington
- Rating wetlands in Oregon in accordance with the Oregon Rapid Wetland Assessment Protocol
- Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (2016)
- Wetlands and OHWM will be flagged in the field for survey and recorded with a hand-held GPS unit
- Reviewing local, state, and federal regulations to identify what regulations are out of date as they pertain to wetlands and T&E plant species
- Updating construction activity, operational, indirect, and cumulative impacts, as outlined in the 2003 report, based on any changes in the project alternatives, construction techniques, operations, and/or indirect and cumulative impacts

Identifying information that was included in the prior study that is now out of date and any new data needs

**Assumptions:**

- Up to four days of site/field visits will be conducted to complete the OHWM, wetland delineation and plant surveys
- One wetland and OHWM delineation report will be prepared to meet Oregon and Washington report requirements

Wetland and OHWM delineation report will contain up to 8 graphics

**Deliverables:**

- Wetland and OHWM Delineation Report
- Plant Survey Technical Memoranda

- Draft, Revised Draft and Final Vegetation and Wetland Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.11. Visual

Consultant will update the 2003 Visual Technical Report to be consistent with FHWA’s January 2015 Guidelines for the Visual Impact Assessment of Highway Projects. The effort will include:

- Coordinating with FHWA, USFS, the Port and State DOT to confirm key viewing areas per the CRGNSA Management Plan and to select locations for a total of up to ten (10) key views (toward and from the bridge) and to confirm the area of visual effect (AVE).
- Conducting a one-day site visit to identify visual resources and visual character, viewer groups, and potential key views.
- Creating a map showing landscape settings, land use designations and scenic design standards per the CRGNSA Management Plan and applicable county zoning ordinances, and location and direction of view of key views.
- Describing the conceptual character of the proposed project, including the project’s visual character and determining if the community has any defined visual preferences.
- Examining visual quality by identifying the components of the affected environment and the composition of the affected population, and then describing the relationship between them.
- Evaluating impacts on visual quality, which first involves assessing impacts the project may cause to visual resources and viewers, and then synthesizing these separate evaluations and describing the degree of impact as beneficial, adverse, or neutral.

Updating the mitigation and enhancement efforts to be included in project design.

#### Assumptions:

- The Visual Technical report assumes a Standard Visual Impact Assessment (VIA) is sufficient; a Standard VIA would typically be used for EA or EIS projects that are anticipated as having substantial adverse or beneficial visual impacts.
- No viewshed analysis or mapping will be conducted.
- The project is not anticipated to achieve a Scenic Area Design Standard of “not visually evident,” if applicable based on landscape setting(s) and land use designation(s).
- Creation of up to five (5) high-resolution color photo simulations for inclusion in Visual Impact Assessment will be done under Task 6.8.2. Photo simulations will be included in the Final Visual Technical Report only.
- Changes to the number or location of key views, or photos documenting key views, will require a contract modification.

Once agreed upon, key view locations, photos or photo simulations will not change through completion of the technical report and Final EIS.

#### Deliverables:

- Draft, Revised Draft and Final Visual Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.12. Waterways and Water Quality

Consultant will update the 2003 Water Quality Technical Report to reflect the current affected environmental and will revise the impact analysis, as needed to reflect the new data and updated existing conditions. The effort will include:

- Coordinating with design team to address specifications of bridge drainage capacity, treatment facilities, spill prevention and containment plans

- Addressing snow and ice management in water quality section
- Identifying any monitoring wells, wells that would be abandoned, water rights, or water licenses that would be affected; comply with Oregon Water Resources Department guidance
- Updating water quality data with respect to the 303(d) listing for the Columbia River
- Updating the Construction Impacts section to be consistent with biological resources and based upon the methods and means for foundation types identified in the TS&L report and new design work conducted under Task 6, Engineering
- Updating the Operational Impacts section for the types and sizes of stormwater treatment identified in the TS&L report and new stormwater analysis conducted under Task 6, Engineering

Calculate the water pollutant loading generated by each of the three bridge alignments

**Deliverables:**

- Draft, Revised Draft and Final Water Quality Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

**5.4.13. Cumulative Impacts Technical Report**

Cumulative impact analysis has substantially evolved from when the 2003 technical reports, technical memorandums, and studies were completed. Therefore, Consultant will prepare a Cumulative Impacts Technical Report. Consultant will build upon the cumulative impact analysis included in each technical report, technical memorandum, and study. Consultant will identify a cumulative impacts study area and will identify and map a list of current and reasonably foreseeable actions within that study area. Consultant will assess the cumulative impact of project impacts in combination with past, present, and reasonably foreseeable actions for environmental resources.

**Assumptions:**

- Cumulative impacts will be analyzed for all disciplines evaluated in the EIS

List of current and reasonably foreseeable actions will be drawn from adopted plan documents, development proposals, and coordination with City of Hood River, City of White Salmon, Port of Hood River, Port of Klickitat, Hood River County and Klickitat County.

**Deliverables:**

- Draft, Revised Draft and Final Cumulative Impacts Technical Report

Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

**5.5. ESA Section 7 Compliance**

Under Section 7 of the Endangered Species Act (ESA), the Port is required to consult with USFWS and NOAA Fisheries (i.e., the Services) to ensure that the proposed project actions are not likely to jeopardize the continued existence of listed species or result in the “destruction or adverse modification” of critical habitat. The construction of the proposed bridge will require preparation of a biological assessment (BA) that describes the biological resources within the project action area and evaluates the potential effects of the project on ESA-listed species and their habitat. Because FHWA is anticipated to be the lead agency for NEPA documentation, the BA will be prepared using the FHWA National BA Template with guidance from the Biological Assessment Preparation Manual by WSDOT (2015) and the Guidance Manual for Writing Biological Assessment Documents by ODOT (2008).

To prepare the BA, the Consultant will review preliminary project information, including plans, in-water work isolation plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project and establish an “action area” pursuant to Section 7 of the ESA. It is anticipated that the following species will need to be addressed: 13 evolutionary significant units and distinct population segments of listed salmonids and Pacific eulachon. Other terrestrial plant and animal species will be identified and discussed



but are not anticipated to be affected by the project. The BA will also evaluate potential effects to essential fish habitat and Pacific salmon, as required under the Magnuson–Stevens Fishery Conservation and Management Act.

The effects analysis will address direct, indirect, interrelated, interdependent, and cumulative effects. It is anticipated that the effects analysis will focus on potential project effects from in-water bridge pier construction, stormwater runoff, and a potential increase in the development of land uses. Because of the nature of the project and the high level of regulatory and public scrutiny that is anticipated, a comprehensive effects analysis will be needed to support an effects determination. The draft BA developed for the project will be sent to the Port and State DOT for review and will be followed by a revised and final BA, which will address all comments received. If the BA identifies water quality impacts to listed species that require mitigation, it is assumed that mitigation will be achieved through additional stormwater management measures beyond those that would otherwise be applied to the project for regulatory compliance. The Consultant will coordinate with the Port to review any additional stormwater management measures necessary to mitigate any identified impacts before reviewing with the consulting agencies.

To facilitate consultation with the services, the Consultant will coordinate with FHWA and the Services to conduct review meetings with the Services throughout the development and review of the BA. These meetings will include a pre-submittal meeting to review the completed BA, and meetings during the review of the BA by the services to discuss specific information and need requests. The Consultant will prepare meeting agenda and summary notes for these meetings. Comments received during the pre-submittal meeting and review on the BA will be tracked using a comment spreadsheet. Consultant will prepare a comment spreadsheet documenting the comment and how it was addressed for distribution to the lead agency and Services.

**Updated 3/11/2020 via budget reallocation.** Consultant shall:

Prepare an additional draft of the biological assessment (BA) (Draft #2) to address substantial comments and requests from FHWA and NOAA:

- Re-format to match WSDOT template/structure (previously directed to use FHWA template)
- Substantial refinement of design assumptions relating to in-water work, construction staging, temporary structures, foundation design, pile driving and hydroacoustic impacts, habitat impacts, and stormwater.
- Substantial update to technical analysis of impacts to more closely aligns with the approach used for the I-5/Columbia River Crossing BA and Biological Opinion
- Updated assumptions regarding in-water work timing, to be negotiated with NOAA, ODFW, and WDFW for purposes of consultation
- Additional detail on species presence, run timing, and exposure/response
- Updated effects determinations
- Updated graphics

Increased effort to negotiate impact minimization and mitigation measures

Respond to an additional Round of Review Comments:

Assumes an additional round of review/comment by FHWA/NOAA, not anticipated in the original scope of work

Organize and lead 5 additional technical work sessions with FHWA, NOAA, ODOT, ODFW, and WDFW:

Reach consensus on technical approach and assumptions and negotiate an in-water work window for purposes of the consultation.

Additional coordination with FHWA, ODOT, NOAA, and USFWS during consultation:

Anticipates the need for a level of coordination above what was anticipated in the original scope.



### Assumptions:

- Up to five (5) meetings with the Services will be held in Portland or Hood River and will be attended by up to 3 members of the Consultant team.
- The Consultant will prepare the BA using the FHWA National BA Template with guidance from the WSDOT and ODOT manuals for writing BAs: where there may be inconsistencies, the BA will default to the National BA Template
- The BA will be based solely on the preferred design alternative and will not include an analysis of the additional alternatives reviewed as part of the NEPA document; the BA will be completed once the preferred design alternative is selected
- The review by the lead agency and/or Services will be limited to one review cycle during the pre-submittal meeting; comments from the agencies will be minor edits that do not require additional technical analysis
- An ESA Stormwater Design Checklist or similar documentation will be prepared in Task 6.5 S and included as an appendix to the BA
- The BA will include up to eight graphics

Formal species surveys are not necessary and will not be conducted.

### Deliverables:

- Comment Spreadsheet
- Draft, Draft #2, Revised Draft and Final BA

Meeting Agendas and Summary Notes

## 5.6. Cultural / NHPA Section 106 Compliance

### 5.6.1. Background Research and Baseline Scan (Task Completed 12/31/2020)

The Consultant will conduct background research at appropriate repositories, such as the Department of Archaeology and Historic Preservation (DAHP), the Oregon State Historic Preservation Office (SHPO), university libraries, local history museums and informants and use sources appropriate to the task, such as public records, private manuscript collection, online GLO records, published (secondary) sources, Sanborn Fire Insurance maps, and other relevant repositories. The objective of the research will be to develop a detailed understanding of the historical context, past studies, land use patterns, and previously identified sites within the area of potential effects (APE).

Consultant will prepare a Baseline Scan that integrates the background research into a single document. Consultant will prepare maps to illustrate locations of known resources and create tables of past research and findings. Consultant will prepare a draft Baseline Scan for Port and ODOT review; prepare a revised draft for ODOT to confirm edits and comments were addressed; and prepare a final Baseline Scan that incorporates any additional review comments from ODOT.

**Updated July 24, 2020:** Consultant Archaeologist will update the Baseline Scan to incorporate comments received from the tribes, SHPO, DAHP, and other agencies.

### 5.6.2. Establish APE/Tribal Coordination (Task Completed 5/31/2020)

A project APE memorandum will be developed, describing an area that encompasses all of the proposed horizontal and vertical project impacts. Consultant will prepare up to four (4) iterations of the APE map and memorandum for Port and ODOT review and approval. This memorandum and accompanying map will be submitted to ODOT/WSDOT for concurrence and dissemination to SHPO/DAHP and the tribes. Formal consultation with tribes is a government function and the responsibility of ODOT/WSDOT or FHWA. Consultant will coordinate with ODOT, which is leading tribal consultation and meeting in-person with the potentially affected tribes.

### 5.6.3. Methodology Memorandum (Task Completed 5/31/2020)

A Methodology Memorandum will be required by ODOT/WSDOT and SHPO/DAHP for approval prior to initiation of any field survey activities. This memorandum and accompanying maps will be prepared and submitted to ODOT/WSDOT and SHPO/DAHP.

**Updated July 24, 2020:** Consultant Archaeologist will update the Methodology Memorandum to incorporate comments received from the tribes, SHPO, DAHP, and other agencies.

### 5.6.4. Cultural Resource Survey

One terrestrial cultural resources survey (field survey #1) will be completed by Consultant archaeologists using standard, industry-accepted methods appropriate to the project area and landform. Depositional setting will be evaluated. Any previously recorded resources will be examined and updated as necessary. All survey activities will be in compliance with the applicable state standards. Up to 325 shovel tests will be conducted in the field within the footprints for Alternatives EC-2 and EC-3. No archaeological excavation permit will be prepared, and no shovel tests will be excavated on the Oregon side.

Newly identified cultural resources must be fully documented. Special care will be taken to determine site boundaries if archaeological resources are present. Any recovered artifacts will be documented and photographed in the field and returned to the survey location.

Any further cultural resources surveys to define boundaries, provide additional information based on the initial findings, or other request by the Port or ODOT is not included in this Statement of Work or associated budget.

Consultant will conduct a Reconnaissance-Level Survey of historic resources within the APE. A historic property inventory will be prepared to summarize this survey. (Note: no new costs added – work completed prior to 5/31/2020)

**Updated 3/11/2020 via budget reallocation.**

5.6.4.a An intensive level survey (ILS) is the next step to collect more detailed information on the properties' architectural elements, setting, and views toward the bridge. Consultant Architectural Historian will conduct a second survey (intensive-level) of historic resources:

- Gather and log specific data and photographs of 19 previously surveyed properties to support determination of eligibility (DOE) and finding of effects (FOE) forms required by the Oregon and Washington State Historic Preservation Offices (SHPOs).

Update the Historic Property Inventory table, including revised recommendations of property significance.

**Updated 3/11/2020 via budget reallocation.**

5.6.4.b. Consultant Archaeologist will prepare a draft and final: 1) testing plan and 2) research design and methods recommended to address any additional survey and possible test excavations for archaeological resources that may be affected by the project. The testing plan and research design will be prepared to meet the Washington State Department of Archaeology and Historic Preservation (DAHP) and Oregon State Historic Preservation Office (SHPO) guidelines and for review and approval by the appropriate agencies and Tribes. The testing plan and research design will incorporate all relevant reports and associated documents (e.g., the Archaeological Services, LLC report for the Cameron property survey).

**Updated 5/29/2020 via budget reallocation**

**Updated 11/13/2020 and 1/29/2021 via budget reallocation**

5.6.4.c. Testing and Testing Report

- Consultant Archaeologist will conduct test excavations at 45KL688 following the terms of an approved testing plan. As currently defined, the testing plan would consist of a series of up to 8-10 constant volume probes (CVPs). Consultant Archaeologist will excavate up to eight 1x1-meter test if evidence of intact features or intact buried deposits is encountered. Consultant Archaeologist will screen all excavated

sediments through 1/8-inch mesh hardware cloth. Consultant Archaeologist will collect all artifacts other than demonstrably modern debris.

- Consultant Archaeologist will conduct systematic analyses of all artifacts and faunal and botanical specimens recovered in the excavations. The analyses would focus on providing the data for addressing the research questions. Consultant Archaeologist will prepare all materials for curation at the Burke Museum at the University of Washington.
- Consultant Archaeologist will attempt to relocate and record the obsidian artifact noted in earlier investigation work on the river shoreline and will be relocated and recorded as an archaeological site the historic debris scatter also noted in prior efforts. Consultant Archaeologist will attempt to relocate site 45KL858 and, if relocated, will prepare a site update form for submittal to DAHP.
- Consultant Archaeologist will prepare a technical report that presents the results of the research and fieldwork. Consultant Archaeologist will include recommendations on the National Register eligibility of 45KL688, as well as any additional actions to address state and federal requirements. Consultant Archaeologist will prepare the report to state, federal, and professional standards.

Consultant Archaeologist would prepare artifacts and copies of field records for curation at the Burke Museum at the University of Washington and meeting their curation standards. Please note that the Burke requires all materials submitted for curation to be delivered in person; i.e., collections cannot be shipped to the museum.

#### 5.6.5. Resource Forms

##### *Historic Resources*

Results of the reconnaissance-level survey of historic properties will be summarized. Historic Property Inventory Forms will be prepared for up to 90 historic properties.

Consultant Architectural Historian will provide background data and analysis to support ODOT, who will prepare the updated determination of eligibility (DOEs) and finding of effect (FOEs) for the Hood River Bridge.

##### ***Updated 3/11/2020 via budget reallocation***

5.6.5.a Consultant Architectural Historian will review, field verify, and revise the WSP-provided Reconnaissance Level Survey (RLS) matrix that includes 59 resources. Consultant Architectural Historian will also add the information obtained during survey work on these properties to the Oregon Historic Sites Database and Washington Information System for Architectural and Archaeological Records Data (WISAARD) database. Consultant Architectural Historian will prepare a revised RLS matrix, and finalize the RLS matrix upon receipt of comments from ODOT and Client;

5.6.5.b Consultant Architectural Historian will review, field verify, and revise the National Register of Historic Places (NRHP) Determination of Eligibility (DOE) for the Hood River – White Salmon Bridge (Bridge);

5.6.5.c Consultant Architectural Historian will prepare an ODOT Finding of Effect (FOE) form for the Historic Columbia River Highway National Register (NR)/National Historic Landmark (NHL) (Hood River Loops) and the Bridge;

- Consultant Architectural Historian will coordinate with ODOT to obtain Federal Highway Administration (FHWA) concurrence with the proposed FOE(s) on the resources, prior to submittal to State Historic Preservation Office (SHPO).
- Each FOE prepared by Subcontractor must assess the Project's effects on the historic resources including: direct and indirect effects; physical destruction or damage; alteration or rehabilitation; removal; change of setting; introduction of visual, atmospheric or audible elements; neglect of a property; or transfer or sale of ownership; and
- Consultant Architectural Historian will discuss alternatives to avoid or minimize adverse effects to the resource.

The FOEs will be prepared consistent with the standards and guidelines of ODOT (ODOT FOE form):

[http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/pages/sample\\_documents.aspx](http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/pages/sample_documents.aspx)

**Updated 5/29/2020 via budget reallocation**

5.6.5.d Consistent with the requirements of WSDOT and ODOT (as well as Washington and Oregon SHPO) applicable guidelines regarding architectural surveys, Consultant Architectural Historian will complete ten (10) intensive level survey (ILS) forms. The forms shall include locational information, name of resource, description, historic context/background research (from online-only primary and secondary sources), National Register significance, applicable maps, applicable database entry, and citations/sources/bibliography. Subcontractor shall use the resulting ILS forms for the Historic Resources technical report.

Following the receipt of comments/edits from ODOT and WSP on the ILS forms, Consultant Architectural Historian address comments and prepare Final ILS forms within 10 business days for insertion into the Historic Resources technical report.

**Updated July 24, 2020: 5.6.5.e-h**

5.6.5.e Consultant Architectural Historian will prepare FOEs for residential properties:

- Consistent with the requirements of WSDOT and ODOT (as well as Washington and Oregon SHPO) applicable guidelines regarding architectural surveys, Consultant Architectural Historian will complete a project effects analysis for six (6) historic properties that are recommended as eligible for inclusion in the National Register of Historic Places. The effects analysis will result in an FOE for each historic property. Consultant Architectural Historian will record the FOEs in the built environment technical report being prepared as part of the project. In addition, Subcontractor shall record the FOEs for historic properties in Oregon on an ODOT FOE form, and the FOEs for historic properties in Washington shall be recorded in the Washington Information System for Architectural and Archaeological Resources Survey database.

Following the receipt of comments/edits from ODOT and WSP, Consultant Architectural Historian will address comments and finalize forms for insertion into the built environment technical report.

5.6.5.f DOE and FOE for Railroad

Consistent with the requirements of WSDOT as well as Washington SHPO's applicable guidelines regarding architectural surveys, Consultant Architectural Historian will complete DOEs for the BNSF railroad corridor within the APE. The Consultant Architectural Historian will also prepare a project effects analysis for the railroad. The effects analysis will result in a FOE for the railroad corridor. Consultant Architectural Historian will record the DOE and FOE in the built environment technical report being prepared as part of the project. In addition, Subcontractor shall record the DOE and FOE for the railroad in Washington shall be recorded in the Washington Information System for Architectural and Archaeological Resources Survey database.

5.6.5.g DOE and FOE for Treaty Fishing Site

Consistent with the requirements of WSDOT as well as Washington SHPO's applicable guidelines regarding architectural surveys, Consultant Architectural Historian will complete a DOE for the White Salmon Treaty Fishing Site within the APE. The Consultant Architectural Historian will also prepare a DOE and project effects analysis for the Treaty Fishing Site. The effects analysis will result in an FOE for the Fishing Site. Consultant Architectural Historian will record the DOE and FOE in the built environment technical report being prepared as part of the project. In addition, Subcontractor shall record the DOE and FOE for the Treaty Fishing Site in Washington shall be recorded in the Washington Information System for Architectural and Archaeological Resources Survey database. The work shall include the collection of ethnographic information from the four treaty tribes (if the tribes avail themselves for the development of the DOE).

*Archaeological Resources*

5.6.5.h Archaeological Reporting Updates and DOE and FOE

Based on the review of the status of existing reports and other documents addressing archaeological studies undertaken to meet NHPA and NEPA requirements and input from ODOT, Consultant will undertake appropriate revisions to existing documents and respond to any comments received as follows:

- Consultant will update and revise the existing Cultural Resource Methodology Memorandum and Baseline Report in response to review comments and as necessary to ensure compliance with state, federal, and professional standards.
- Consultant will prepare an archaeological resources survey technical report that presents the results of the archaeological survey conducted by Aqua Terra and revises and updates the draft report prepared by Aqua Terra as appropriate to meet state, federal, and professional standards.
- Consultant will address (1) any further comments from reviewers in response to the updated comment matrix; (2) any review comments received on the revised Methodological Memorandum and Baseline Report; and (3) any review comments received on the archaeological survey technical report.
- Consultant will prepare the necessary DOEs and FOEs for any archaeological resources recommended eligible for listing on the National Register of Historic Places.

Consultant will continue to assist the Port of Hood River and WSP in coordination with ODOT, other agencies, and Tribes.

Assumptions for 5.6.5h:

- No additional field survey will be required
- The revised and updated archeological technical report will not address historic resources.
- There is no requirement to undertake a synthesis of the Tribal ethnographic studies provided to ODOT or otherwise be directly involved the review of those studies.

Archaeological site 45KL688 will be the only archaeological resource recommended eligible for listing on the National Register.

### 5.6.6. Report and Coordination

#### *Historic Resources*

**Updated 3/11/2020 via budget reallocation**

Consultant Architectural Historian will prepare an Historic Resources Technical Report, including the following sections:

- i. Historic Resource Table and a descriptive summary of the table's results;
- ii. United State Geological Survey (USGS) Location Map at 1:24,000 scale; aerial image (Google map acceptable) showing the Area of Potential Effects (APE); and showing the location of each historic resource identified in the table within the Project APE;
- iii. Brief descriptions and significance statements of DOE resources;
- iv. Evaluation of Effects;
- v. Application of the Criteria of Adverse Effect (36 CFR 800.5) for each individual resource;
- vi. Avoidance Alternatives Considered (and not considered) and including the No Action Alternative and Minimization Efforts if the Project has the potential to adversely affect a historic property.
- vii. Vicinity map, photographs, Project plans that show footprint and impacts to the historic resources;
- viii. Appendices with the completed DOEs and FOEs; and
- ix. List of references cited.

Consultant Architectural Historian's draft report will be submitted in sequence to 1) WSP for initial Client review; 2) ODOT/WSDOT and Client; 3) SHPO/Department of Archaeology and Historic Preservation (DAHP), Tribes, additional agencies, and other concerned parties. Consultant Architectural Historian will provide revisions in sequence after each of the three (3) review phases. Consultant Architectural Historian's revisions shall be addressed within two (2) weeks of receipt of comments during each phase. Drafts of the report will be supplied to

WSP using Microsoft (MS) Word. Final documents will be provided to WSP in MS Word and PDF formats. A master Project file with constituent documents and research will also be supplied to WSP.

#### *Archaeological Resources*

##### **Updated 3/11/2020 via budget reallocation**

5.6.6.a. Consultant Archaeologist will conduct a review of the current draft Cultural Resources Report to assess its adequacy for meeting relevant state, federal, and professional standards. Consultant Archaeologist will provide recommendations for any revisions/edits necessary to meet those standards.

##### **Updated 3/11/2020 via budget reallocation**

5.6.6.b. Consultant Archaeologist will assist Consultant, ODOT, and the Port in preparing draft and final responses to the review comments by Tribes, DAHP, SHPO, and other reviewers as requested.

The Consultant Archaeologist will prepare a draft summary report of their findings that includes relevant supporting evidence for findings and adheres to the SHPO/DAHP standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of sites and the likelihood of construction impacts. Draft reports will be provided for Port, ODOT, and WSDOT review. Upon receipt of comment from the Port, ODOT, and WSDOT, Consultant Archaeologist will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to ODOT/WSDOT, SHPO/DAHP, the tribe(s,) appropriate agencies and other concerned parties.

Consultant Archaeologist would supplement the current survey report to include the results of our efforts to relocate the obsidian item referenced in the Aqua Terra draft report, relocate 45KL858, and record the refuse deposit identified by Aqua Terra but not recorded.

The report will include a Section 106 Finding of Historic Properties adversely affected (Finding of Adverse Effect). This report will include (1) electronic form preparation with the following details:

- Introduction
- Project Description
- Identification and Description of the Historic Property
- Avoidance Alternatives Considered (and not considered) and including the No Action Alternative and Minimization Efforts.
- Evaluation of Effects
- Application of the Criteria of Adverse Effect (36CFR800.5)
- Coordination and Public Involvement
- Vicinity Map, photographs, project plans that show footprint and impacts to the historic resource
- Type, Size and Location Report (previously prepared in 2011)

Section 4f Evaluation for Historic Sites (prepared in Task 5.7)

The Consultant Architectural Historian and Consultant Archaeologist will facilitate and participate in monthly teleconferences with ODOT cultural resources staff.

##### **Assumptions:**

- Each document will undergo one round of review comments by Port and ODOT; Consultant will incorporate comments and produce a final document.
- One in-person cultural resources kick-off meeting will be held in Portland; up to three (3) Consultant staff will attend; meeting will be up to two (2) hours.

- If the project horizontal/vertical limits are changed during periods of work performance, the APE will be revised and resubmitted to ODOT/WSDOT, these modifications to the memorandum documents and hours associated with revisions would need to be covered under a contract modification
- Formal Section 106 Consultation is the responsibility of ODOT
- Upon ODOT approval and direction, the relevant tribe(s) will be contacted about the project to solicit any additional concerns about heritage resources and to inform them when field investigations will take place; this communication is a technical inquiry and does not take the place of any formal consultation required
- Up to 90 potentially significant historic properties will be recorded on historic property inventory forms and/or database entries to comply with SHPO and DAHP submittal protocol.
- Contractor Architectural Historian will be provided proximate access to the residential properties that will be subject of the Intensive Level Survey (ILS). Contractor will coordinate with Port to obtain property access permissions.
- One round of comments from the Oregon and/or Washington SHPOs concerning the information in the forms (i.e., RLS, DOE, FOE, ILS).
- Contractor Architectural Historian will utilize field information collected in March 2020 for the ILS properties. Some properties were not accessible at the time of fieldwork due to the lack of owner permissions to enter the property. For those (and several other properties) Contractor Architectural Historian will utilize photographic information collected from various real estate databases/websites to supplement the photographs that were taken from the public right-of-way.
- Contractor Architectural Historian will utilize research from online sources due to minimal access to historical repositories and libraries. Subcontractor shall also call applicable property owners to determine if they have historical information pertaining to their properties.
- Up to 325 shovel tests will be conducted in the field.
- Removal of the National Register Eligible bridge will result in an Adverse Effect to the bridge; ODOT/WSDOT may require additional analysis and evaluation to show that potential effects to the bridge cannot be avoided, mitigated or minimized prior to pursuing the preferred alternative removal; this will be determined through consultation between ODOT/WSDOT, SHPO/DAHP, and the Tribes. ODOT may decide to and prepare an update to the previous Finding of Effect.
- Consultant will prepare the MOA for adversely affected historic properties for the project. Consultant will prepare the mitigation plan for adversely affected historic properties that is an attachment to the MOA (Work for this task will be conducted under Task 5.11).
- Up to sixteen (16) monthly one-hour phone meetings with ODOT cultural resource staff will be held and will be attended by up to four (4) members of the Consultant team.
- Ethnographic studies contracted by the Port will be conducted by Native American tribes. The Consultant will not participate in the procurement of this work, data collection, analysis, reporting or any other facet of preparing these studies.
- Any further cultural resource analysis that emerges from additional archaeological resources, historic properties, or traditional cultural properties will requires a contract amendment.
- The proposed testing plan as outlined for Task 5.6.4.c will be approved, and no more than 10 CVPs or eight 1x1-meter units will be excavated.
  - A maximum of 3,000 artifacts and faunal and botanical specimens will be recovered and analyzed.
  - A maximum of two charcoal samples will be submitted for radiocarbon dating and five obsidian artifacts submitted for sourcing.
  - Consultant Archaeology field crew members will be lodged in Hood River with lodging and per diem at the standard GSA rates.
  - Fieldwork will require up to eight days.



**Deliverables:**

- APE Memorandum [up to four (4) iterations]
- Draft, revised draft and final Baseline Scan [up to four (4) iterations]
- Draft, revised draft and final Methodology Memorandum [up to two (2) iterations]
- Draft, revised draft, and final Historic Property Inventory Summary Table
- Draft, revised draft, and final Historic Resources Technical Report
- Draft, revised draft and final Cultural Resource Survey Report
- Draft, revised draft and final Cultural Resources Testing Report
- Updated DOE and FOE for the Hood River Bridge and up to 90 Historic Property Inventory Forms and database entries.
- Draft, revised draft and final FOE for the Historic Columbia River Highway (Hood River Loops)
- Up to ten (10) DOEs for residential properties
- Up to six (6) FOEs for residential properties
- One (1) DOE for archaeological resources

One (1) FOE for other archaeological resources

**5.7. Section 4(f) and Section 6(f)**

Consultant will update the 2003 Section 4(f) Evaluation for the Hood River Bridge, including a DOE and FOE (provided in Task 5.6) and current approaches used by ODOT in the historic bridge programmatic documentation. Consultant will prepare additional Section 4(f) use analysis as needed to reflect the updated data on recreational facilities (collected in Task 5.4.8) and cultural resources (Task 5.6). Consultant will prepare up to two (2) *de minimis* letters and one (1) temporary occupancy letter, including a letter for private property owner to authorize the proposed alignment of a trail during construction.

A Section 6(f) Evaluation was not prepared in 2003. The Port property that includes the marina is a Section 6(f) resource and will be documented in a separate memorandum.

The Section 4(f) and Section 6(f) effort will include:

- Updating data about the Hood River Bridge presented in the Section 4(f) evaluation, such as the NRHP listing status, SHPO/DAHP determinations of eligibility and findings of effect, etc.
- Coordinating with State DOT and FHWA to confirm Section 4(f) use determinations for all resources subject to Section 4(f) and to confirm whether changes to the Waterside Trail (trail reconstruction proposed) and Port of Hood River Marina (parking lot and access reconstruction proposed) warrant detailed analysis as part of the project's Section 4(f) evaluation
- Expanding the evaluation to include any additional resources that would be impacted to be assessed in the Section 4(f) Evaluation
- Updating summary of agency coordination on Section 4(f) resources, including attaching copies of correspondence from SHPO and Officials with Jurisdiction

Preparing Section 6(f) documentation

**Assumptions:**

Up to one resource subject to Section 6(f) will be impacted by the alternatives

**Deliverables:**

- Section 4(f) Analysis
- Historic Bridge Programmatic Document



- Two (2) *de minimis* letters
- One (1) temporary occupancy letter

#### Section 6(f) Memorandum

### 5.8. Draft EIS Re-Evaluation (Task Completed 6/30/2019)

Consultant will prepare a Draft (draft #1) NEPA Re-Evaluation Memorandum for Port and State DOT review. Consultant will incorporate Port and State DOT review comments and prepare a Revised Draft (draft #2) NEPA Re-Evaluation Memorandum for FHWA technical review. Upon receipt of the FHWA technical review comments. Upon receipt of FHWA legal review comments, Consultant will prepare a Final NEPA Re-Evaluation Memorandum.

The Memorandum may include:

- Project name, NEPA document type being re-evaluated, highway, and location
- Purpose and introduction, including specific statements that outline the need for the re-evaluation and reference the NEPA document or decision being re-evaluated, include discussion regarding confirmation of NEPA classification
- Original project description, including description of the preliminary preferred alternative that is included in the 2003 Draft EIS
- Current or changed project description that explains any project scope changes that have occurred since preliminary preferred alternative description in the Draft EIS
- Changes to regulations, laws, or policies since the Draft EIS and how these changes affect analysis of resources
- Changes in existing conditions since 2003 Draft EIS and how these changes affect analysis of resources
- Summary of resources affected by changes in project scope, regulations, laws, or policies, and/or existing conditions and how they are affected (changes in project impacts and/or benefits)
- Summary of resources not affected by changes in project scope, regulations, laws, or policies, and/or current conditions
- Public involvement and agency coordination that has occurred since the Draft EIS
- Conclusions

Appendix with figures, maps, and design drawings that clearly show the changes that have occurred since the Draft EIS was prepared

#### **Deliverables:**

Draft, Revised Draft, and Final NEPA Re-Evaluation Memorandum

### 5.9. Supplemental Draft EIS (Task Completed 12/31/2020)

Consultant will prepare a Supplemental Draft EIS (SDEIS) in response to comments on the Draft EIS and updated technical analysis. Consultant will maximize the use of existing documentation prepared for the Draft EIS to the extent possible. Consultant will also coordinate with WSDOT and FHWA to incorporate Washington State SEPA requirements into the SDEIS.

Consultant will prepare an SDEIS in FHWA's traditional format, which will be a standalone document that does not require the Draft EIS to be a companion document. All the technical reports prepared under Task 5.4 will serve as the technical basis for the SDEIS and will be attached as technical appendices or incorporated as sections of the SDEIS document.

Consultant's activities for preparation of the SDEIS include:

#### *SDEIS Outline*

- Prepare Draft SDEIS outline for the Port, ODOT, and FHWA review

Incorporate review comments and prepare Final SDEIS outline for Port, ODOT and FHWA approval

#### *Administrative Draft #1a and #1b SDEIS for the Port and ODOT Technical Review*

- Prepare Administrative Draft #1 SDEIS using technical analysis and documentation prepared in Tasks 5.4 through 5.7 above as well as other relevant tasks in this SOW
- Prepare remaining sections of Administrative Draft SDEIS (version 1), including Executive Summary; Chapter 1 (Purpose and Need); Chapter 2 (Alternatives); Chapter 5 (Relationship Between Local Short-Term Uses of the Human Environment and the Maintenance and Enhancement of Long-Term Productivity); Chapter 6 (Irreversible and Irretrievable Commitment of Resources); Chapter 7 (Comments and Coordination); Chapter 8 (List of Preparers); Chapter 9 (Distribution List); and additional appendices (e.g., glossary) [Note; actual chapter numbering may change per the approved outline.]
- Draft #1a will be prepared for Port and ODOT NEPA review

Draft #1b will be prepared for Port and ODOT technical lead; comments from Draft #1a will be addressed and incorporated.

#### *Administrative Draft #2 for FHWA Division Office*

- Review comments provided by the Port ODOT's technical review of the Administrative Draft #1b SDEIS
- Participate in up to one comment resolution meeting with the Port, ODOT, and/or other agencies as needed to resolve comments.
- Update four (4) and prepare one (1) new sections for a second ODOT technical review
- Revise the SDEIS to address Port and ODOT technical review comments from Draft #1b and additional five (5) section updates; prepare the Administrative Draft #2

Provide responses to all review comments

#### *Administrative Draft #3 for FHWA Legal Sufficiency Review and Cooperating Agency Review*

- Review comments provided by FHWA Division Office review of the Administrative Draft #2 SDEIS
- Participate in one (1) comment resolution meeting with the Port, ODOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the SDEIS to address FHWA Division Office agency review comments and prepare the Administrative Draft #3

Provide responses to all review comments

#### *Signature-Ready SDEIS for Port and State DOT Signature and Public Distribution*

- Review comments provided by FHWA legal sufficiency review and cooperating agencies' reviews on the Administrative Draft #3 SDEIS
- Participate in one comment resolution meeting with the Port, ODOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the SDEIS to address FHWA legal sufficiency and cooperating agencies' review comments and prepare the Signature-ready SDEIS
- Provide responses to all review comments

After signatures are obtained, incorporate signature page to produce Final SDEIS for public distribution

Consultant will prepare a Draft and Final Notice of Availability for the SDEIS. The SDEIS will be available for public review for 45 days.

#### **Assumptions:**

- The project mailing list will be maintained under Task 2, Public Involvement
- The first Port and ODOT review of the Administrative Draft SDEIS will result in up to 25 substantive comments to be addressed; no new substantive comments will be received from the Port and State DOT during subsequent reviews

- The first FHWA review of the Administrative Draft SDEIS will result in up to fifty (25) substantive comments to be addressed
- The cooperating agency review will result in up to fifty (25) substantive comments to be addressed
- The FHWA legal sufficiency review will result in up to ten (10) substantive comments; no new substantive comments will be received from FHWA during subsequent reviews
- No further comments will be received on the Signature-ready SDEIS
- Up to two Consultant staff will attend up to three (3) comment resolution meetings lasting up to two hours each via teleconference
- The Port and/or State DOT will coordinate obtaining signatures on the Signature-ready SDEIS and no meeting or briefing will be required
- Consultant will produce electronic (PDF) copies of the SDEIS for all reviews
- The Port and/or State DOT will distribute the SDEIS to agencies and the public
- The Port will pay any fees related to publishing the NOA in local newspapers
- Preparation for the public meeting/open house for the public release of the SDEIS and the associated SDEIS review period will be conducted under Task 2, Public Involvement

The Signature-ready SDEIS will be prepared in InDesign; all other versions of the SDEIS and other documents will be prepared in Microsoft Word so that reviewers may provide comments in track changes

**Deliverables:**

- SDEIS Outline
- Administrative Drafts (#1a, #1b, #2, and #3) SDEIS, Signature-Ready SDEIS and Final SDEIS

**Notice of Availability**

**5.10. Responses to Comments on the 2003 Draft EIS and Supplemental DEIS**

Consultant will prepare a Draft, Revised Draft and Final Record of Comment Responses that identifies and responds to individual, substantive topics submitted on both the 2003 Draft EIS and Supplemental DEIS. Consultant will compile and organize comments by author and provide a point-by-point response to each comment submittal (letter/email/comment form/oral testimony). Consultant will respond to all comments that pertain to environmental technical analysis, the public involvement process and the NEPA process.

Consultant will prepare the Draft Record of Responses for Port and State DOT review. Upon receipt of comments, Consultant will prepare a Revised Draft Record of Responses for FHWA technical and legal review. Upon receipt of FHWA comments, Consultant will prepare a Final Record of Responses.

**Assumptions:**

- For the SDEIS, Consultant will prepare responses for up to 12 comment submittals
- For the FEIS, Consultant will document and prepare responses for up to 157 comment submittals with, on average, up to three individual, substantive topics per comment submittal, for a total of 465 topics
- One comment submittal is an email, letter, comment form, or oral testimony record

Up to 30 substantive review comments from Port, State DOT, and FHWA reviewers will be received on each Draft and Revised Draft of the SDEIS and FEIS Record of Responses

**Deliverables:**

- Draft, Revised Draft, and Final Record of Comment Responses for the SDEIS

Draft, Revised Draft, and Final Record of Comment Responses for the FEIS

### 5.11. Mitigation Commitment List for Final EIS

Consultant will compile all mitigation measures and commitments in Chapters 3-4 of the Final EIS and create a separate appendix for the Final EIS.

#### *Section 106 Memorandum of Agreement (MOA) and Mitigation Plan*

Consultant will prepare a MOA in compliance with Section 106 of the NHPA. Consultant will prepare a Section 106 mitigation plan to resolve adverse effects on National Register of Historic Places listed or eligible properties. A draft, revised and final mitigation plan will be prepared for ODOT, WSDOT, Oregon SHPO, Washington DAHP, FHWA and consulting parties review as needed. One historic property (the existing Hood River Bridge) is expected to be included in the mitigation plan.

- **MOA Development:** Consistent with the requirements of ACHP, ODOT, WSDOT as well as Washington and Oregon SHPO's applicable guidelines regarding the development of Project Memoranda of Agreement, Consultant Architectural Historian will complete a MOA that includes drafting and integrating comments from the consulting parties. The Consultant Architectural Historian would be directed to prepare the text of the agreement, track and address comments from consulting parties, support Port of Hood River/ODOT during consulting party meetings (not to exceed three group meetings and three client/agency meetings). The Consultant Archaeologist will participate in consulting parties' meetings and address questions regarding the archaeological resources, analysis methods, and findings. The estimate also assumes three drafts of the MOA. ODOT/Port of Hood River shall coordinate communications to the consulting parties, review drafts prepared by the Consultant, and approve for signature the MOA document. The Consultant shall prepare meeting summaries after each client/agency/consulting party meeting and shall prepare meeting agendas for client review. Estimate does not include costs related to in person meetings such as travel costs, lodging, or per diem and does not include individual tribal consultation meetings.

**Mitigation Plan:** The Mitigation Plan shall include a list of options and associated cost estimates, in consultation with the Port of Hood River and ODOT and WSDOT, that would be developed for the purposes of MOA consultation by the Contract Architectural Historian. This list of mitigation options would be influenced by cost and feasibility and the degree of the project's potential for an adverse effect to the Hood River Bridge, while also being influenced by community-oriented mitigation measures recently emphasized by the Oregon and Washington SHPOs. The estimate assumes two drafts of the Mitigation Plan will be prepared for client/agency review.

#### **Assumptions:**

- The Mitigation Commitment List would be included as an appendix in the combined Final EIS and Record of Decision (Tasks 5.12 and Task 13).

The Section 106 Mitigation Plan will provide mitigation to resolve adverse effects on one historic property, which is the Hood River Bridge.

#### **Deliverables:**

- Mitigation Commitment List

Draft, Revised Draft and Final Section 106 Mitigation Plan and MOA

### 5.12. Final EIS

Consultant will prepare a Final EIS in response to comments on the Draft EIS and SDEIS. Consultant will maximize the use of existing documentation prepared for the Draft EIS and SDEIS, and either adopt or incorporate that data by reference to the extent possible. The Final EIS will follow FHWA's abbreviated format. Consultant will perform the following to prepare the Final EIS:

#### *Administrative Draft #1 FEIS for the Port and ODOT Technical Review*

Prepare Administrative Draft #1 FEIS incorporating revisions and new analysis identified during the process of preparing the Response to Comments (Task 5.10), and any other additional data updates that become available after publication of the SDEIS

#### *Administrative Draft #2 FEIS for FHWA Division Office and Cooperating Agencies Review*

- Review comments provided by the Port and ODOT's technical review of the Administrative Draft #1 FEIS
- Participate in up to one comment resolution meeting with the Port, ODOT, and/or other agencies as needed to resolve comments
- Revise the FEIS to address Port and ODOT technical review comments and prepare the Administrative Draft #2 FEIS

Provide responses to all review comments

#### *Administrative Draft #3 FEIS for FHWA Legal Sufficiency Review*

- Review comments provided by FHWA Division Office and up to five (5) cooperating agencies review of the Administrative Draft #2 FEIS
- Participate in up to one comment resolution meeting with the Port, ODOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the FEIS to address FHWA Division Office and cooperating agencies review comments and prepare the Administrative Draft #3 FEIS

Provide responses to all review comments

#### *Signature-Ready FEIS for the Port, ODOT, and FHWA Signature and Public Distribution*

- Review comments provided by FHWA legal sufficiency review on the Administrative Draft #3 FEIS
- Participate in one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the FEIS to address FHWA legal sufficiency review comments and prepare the Signature-ready FEIS
- Provide responses to all review comments

After signatures are obtained, incorporate signature page to produce Final FEIS for public distribution

Consultant will prepare a Draft and Final Notice of Availability for the FEIS.

#### **Assumptions:**

- The preferred alternative identified for analysis in the Final EIS will be the same as the preliminary preferred alternative identified in the 2003 Draft EIS and SDEIS; no new or modified alternatives will be analyzed in the Final EIS
- The Final EIS will be prepared as errata sheet (abbreviated format)
- The Final EIS will follow the same organization as the SDEIS; no outline will be prepared
- Development of the Final EIS will not entail new operational and/or environmental impact analyses, or the consideration of new alternatives beyond the analysis contained in the SDEIS
- No substantive public comments requiring re-examination of the document and related project files will be received
- A combined FEIS and ROD will be used for the Project; a combined FEIS/ROD would still necessitate the tasks outlined in Tasks 5.12 and 5.13.
- The public mailing list will be maintained in Task 2, Public Involvement
- The first Port and ODOT review of the Administrative Draft FEIS will result in up to 10 substantive comments to be addressed; no new substantive comments will be received from the Port and State DOT during subsequent reviews
- The first FHWA and cooperating agency review of the Administrative Draft FEIS will result in up to 15 substantive comments to be addressed; no new substantive comments will be received from FHWA during subsequent reviews
- No further comments will be received on the Signature-ready FEIS.

- Up to two Consultant staff will attend up to three comment resolution meetings lasting up to two hours each via teleconference
- The Port and/or ODOT will coordinate obtaining signatures on the Signature-ready FEIS and no Consultant staff will be required to participate or prepare for briefing meetings
- Consultant will produce electronic (PDF) copies of the FEIS for all reviews
- The Port and/or State DOT will distribute the FEIS to agencies and the public
- The Port will pay any fees related to publishing the NOA in local newspapers

The Signature-ready FEIS and all other versions of the FEIS and other documents will be prepared in Microsoft Word so that reviewers may provide comments in track changes

**Deliverables:**

- Administrative Drafts (#1, #2, and #3) FEIS, Signature-Ready FEIS and Final FEIS

Notice of Availability

**5.13. Record of Decision, Notice of Availability, and Statute of Limitations**

Consultant will prepare a Draft Record of Decision (ROD), Draft Notice of Availability (NOA) and Draft Statute of Limitations for Port and State DOT review. The ROD will include a description of the decision, selected alternative, alternatives considered, criteria used to determine the selected alternative, proposed project funding, Section 4(f) finding, mitigation commitments, and comments submitted on the Final EIS.

Consultant will incorporate Port and State DOT review comments and prepare a Revised Draft ROD, Revised Draft NOA, and Revised Draft Statute of Limitations for FHWA OR Division and Legal review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final ROD, Final NOA, and Final Statute of Limitations.

Consultant will prepare the Final NOA for publication in the Federal Register and up to 3 local newspapers. The Port will publish and pay for the NOA in the local newspapers.

Consultant will prepare the Final Statute of Limitations for publication in the Federal Register.

**Deliverables:**

- Draft, Revised Draft, and Final ROD
- Draft, Revised Draft, and Final NOA

Draft, Revised Draft, and Final Statute of Limitations

**5.14. Administrative Record**

Consultant will assemble an Administrative Record that documents the process and materials leading to a NEPA decision. It will include an index and may contain materials such as maps, calculations, meeting notes, documentation of project decisions, public comments, public notice affidavits, final reports, the Draft EIS Re-evaluations, Supplemental Draft EIS, Final EIS, and ROD.

**Assumptions:**

- The administrative record is not intended to be an exhaustive catalog of all project documents; it will not include items that support Project decisions

All documents will be in electronic format; no hard copy documents will be included

**Deliverables:**

Administrative Record Index and Documents (on electronic media)

## 6. ENGINEERING

### 6.1. Engineering Coordination

Provide leadership, direction, and control of Consultant Engineer's work efforts. Provide day-to-day management. Facilitate meetings with DOT technical staff. Develop and distribute meeting notes that include Action item list with dates, tasks, and assignments.

#### Assumptions:

- Meetings with WSDOT and ODOT technical staff will provide information and seek their concurrence on design exhibits for inclusion into the FEIS documentation.
  - Up to three (3) meetings, in Portland or Vancouver.
  - Meetings are assumed to be 3 hours in duration (including travel time)
  - The Engineering Lead and/or two (2) additional pertinent staff will attend and facilitate the meetings,
  - The Engineering Lead will arrange for the meeting facility, distribute the meeting announcement, develop and provide agendas and meeting notes.

#### Deliverables:

DOT meeting agenda and meeting notes.

### 6.2. Land Survey (Task Completed 6/30/2019)

Prepare and submit survey notification letter to the Agency for review. Develop distribution list addresses from County Websites. Distribute approved letter by mail to distribution list.

Perform right-of-way research (surveys, plats, deeds, etc.) to locate existing monuments and to resolve existing roadway centerlines and right-of-way lines.

Establish horizontal and vertical survey control for the project.

Perform a field survey of existing monuments subject to disturbance by the project or needed to resolve existing right-of-way lines. If the initial search is inconclusive, a second search will be made utilizing coordinates calculated from nearby found monuments and/or additional measurements.

Existing property lines will not be resolved, but will be calculated from survey and deed records, as necessary. Parcel tax lot ID numbers, owner names, property addresses (if applicable), existing property lines (entire property), and existing right-of-way lines will be compiled on the base map.

Provide a base map of the survey limits at a scale of 1" = 100'. That mapping will show all visible existing planimetric features such as pavement, medians, curb (and gutter), sidewalks, retaining walls, bike paths/ trails, driveways / guardrails / barriers, bridges, large box culverts, railroad tracks, striping (solid, dashed), luminaries, signals, controller cabinets, drainage channels and ditches, drainage features, fences, trees and vegetation, right of way and other items. These features will be shown on the project base map in electronic format compatible with ODOT convention.

Develop a project Digital Terrain Model (DTM) that models the existing ground surface shape adequately to prepare base mapping with one-foot interval contours. For the Washington bridge approach, convert the DTM from Oregon horizontal datum to Washington State Plane Coordinate System, South Zone, Units in US Survey Feet. Submit the model electronically in a format compatible with ODOT convention.

#### Assumptions:

- Survey limits are as shown on attached Figure 1.
- The horizontal datum will be NAD83, Oregon Coordinate Reference System (OCRS) Columbia River West Zone, units in International Feet.
- The vertical datum will be the National Geodetic Vertical Datum of 1988 (NAVD88).



Record of Survey is not included.

**Deliverables:**

Digital Terrain Model in DGN format.

### 6.3. Geotechnical

Amendment 2 Note: Consultant conducted geotechnical exploration planning to support bridge design (Task 6.6) and in-water permitting (Task 8.2) prior to September 30, 2019. All work after this date will be put on hold; remaining budget will be moved to a contingency task (Task 9.1).

**Updated July 24, 2020:** Limited geotechnical support added to support environmental tasks and initial coordination for geotechnical investigations. Consultant will:

- Provide geotechnical support to the Port in preparation for, and review of, optional geotechnical investigations and supporting analysis under (Optional) Task 10. Geotechnical support will include participation in up to one (1) remote and one (1) in-person meeting with WSDOT and ODOT technical staff to review optional geotechnical investigations and analysis, as well as up to two (2) remote meetings with Port staff only.

Provide geotechnical support for additional efforts under Task 5.5 related to the Biological Assessment.

### 6.4. Hydraulics (Task Completed 5/31/2020)

#### 6.4.1. Bridge Hydraulics (Task Completed 5/31/2020)

Update the HEC-RAS model of the existing condition that was used for the 2011 Bridge TSL Study. The existing condition model includes the existing Hood River Bridge and will be updated to incorporate new hydrographic cross section data (collected by NW Hydro).

The Existing Condition Model will be compared with the results from the Proposed Condition Model to quantify changes in backwater effect due to the proposed bridge. Incorporate applicable changes in the proposed bridge configuration and the new hydrographic cross section data to update the HEC-RAS model for the proposed condition from the 2011 Bridge TSL Study. Each model will produce predicted water surface profiles, for use in the backwater analysis, and average cross-sectional velocities. Utilize flood frequencies developed by the U.S. Army Corps of Engineers for the 2-year, 10-year, 50-year, 100-year and 500-year flows in the vicinity of the replacement bridge.

Analyze scour based on the FHWA HEC-18 guidance and results from the Proposed Condition Model. The scour analysis will include contraction and pier scour calculations for the 100-year and 500-year flood frequencies.

Research and confirm the water level assumptions to base the bridge height (e.g., ordinary high water, Bonneville pool level, flood levels).

**Deliverables:**

Bridge Hydraulics Technical Memorandum

#### 6.4.2. Bathymetric Survey (Task Completed 6/30/2019)

Collect Single beam bathymetry data on 7 transects of the Columbia River in the vicinity of Hood River.

Provide cross sections perpendicular to flow of river, except for the section on the proposed alignment and the existing bridge sections.

Extend sections from bank to bank and provide water surface elevations at each cross-section survey.



All bathymetry data will meet all accuracy standards for Navigation & Dredging Support surveys (Bottom Material Classification-Soft) in accordance with the U.S Army Corps of Engineers Hydrographic Survey Manual EM 1110-2-1003 (Nov. 2013).

**Assumptions:**

- The single beam transects will be at the following locations:
  - Approximately 1 mile downstream from the proposed bridge
  - Approximately 0.5 mile downstream from the proposed bridge
  - At the proposed bridge (approximately 300 feet downstream from the existing bridge)
  - Downstream face of existing bridge
  - Upstream face of existing bridge
  - Approximately 0.5 mile upstream of the existing bridge
  - Approximately 1 mile upstream of the existing bridge
- Project survey control will be provided and will be in place prior to bathymetry data collection.

The horizontal datum will be Lambert, Oregon North Zone (NAD 83, U.S Survey Feet) and the vertical datum will be NAVD 88.

**Deliverables:**

Bathymetry data in digital format (ASCII X, Y, Z) and in MicroStation drawing format

## 6.5. Civil

### 6.5.1. Roadway Geometry

Refine the roadway geometry in the Bridge TSL Study (Alternative EC-2) and develop a design to determine limits of potential impact. Similar geometry will be established for Alternatives EC-1 and EC-3. Develop estimate construction limits for all three build alternatives using roadway geometry, supplied mapping, and the proposed typical section.

Determine geometric connections at adjacent intersections including SR14, Marina Way, and I-84. Identify potential impacts to property access. Document geometric design (horizontal and vertical alignment for compliance with AASHTO, FHWA, project requirements and permitting requirements identified by permitting agencies.

Validate ADA compliance for access to and from the bridge. Develop conceptual bike and pedestrian connections.

- Establish bike/ped facility design criteria for the tie-in connections (gathered from Federal, State, Local design guidance)
- Evaluate geometric feasibility of facility tie-ins at each end of project
  - North: Evaluate tie in to SR 14 or other designated destination (no bike/ped facilities exist currently on the North side)
  - South: Evaluate tie to existing trail system at bridge terminus.

**Assumptions:**

- Alignment EC-2 is the primary focus for roadway geometric alignment and profile grade effort, as established in the Bridge TSL Study. A minor level of effort is expected for similar elements of alignments EC-1 and EC-3
- Bicycle and pedestrian facility location, type, size, and compliance with federal guidelines, as established in the Bridge TSL Study, are valid.

Concept design for bicycle and pedestrian facility connections to existing systems, are not part of this scope of work

**Deliverables:**

- Roadway design exhibits showing proposed design and potential limits of construction to support the NEPA process

6.5.2. Traffic Control (Task Completed 12/31/2020)

Provide a conceptual maintenance of traffic and construction staging scheme for tie ins at both ends of the bridge for all three build alternatives. Determine road closures needed to accomplish construction of the alignment, including duration in days and detour routes. Identify temporary access needs for construction and temporary impacts.

**Assumptions:**

- Roadway geometric alignment and profile grade, as established in the Bridge TSL Study, is valid.

Lane closure requirements will be provided by Port

**Deliverables:**

Conceptual Staging exhibit to support the NEPA process

6.5.3. Task Reserved

6.5.4. Storm Water

Prepare Stormwater Technical Memorandums. Include descriptions of the existing and proposed conditions, maps and figures, and graphical representation of preliminary data.

Provide exhibits of stormwater facilities. The following specific items will be included in the Stormwater Technical Memorandum:

- Vicinity map
- Hydrologic methodology and assumptions
- Watershed delineation
- Total impervious area/effective impervious area description based on Bridge TSL Study
- Preliminary water quantity/quality strategy with initial sizing calculations

Preliminary conveyance design description

Prepare stormwater management exhibits in accordance with the current standards and regulations set forth by WSDOT and ODOT.

Consultant will provide the Consultant Biologist the information typically outlined in an ESA Stormwater Design Checklist, using WSDOT's template or similar document, to support the Biological Assessment.

Adjust location of stormwater pond on Washington side of the Bridge, as needed.

**Assumptions:**

- Downstream analysis will not be required.
- Enhanced water quality treatment will be required. Flow control will not be required.
- A Specialty Hydraulic Report will be completed under a separate Task.
- Report submittals will be provided in PDF format.
- No in-situ infiltration testing will be conducted.
- Up to five (5) meetings with the Port and partners such as WSDOT, ODOT, USACE, etc. with up to three Consultant (3) staff attending lasting two (2) hours in length, plus preparation and travel time as necessary. At least two (2) meetings will be in person. All other meetings will be teleconferences.

- The Project is not located within a WSDOT high-priority retrofit location and the maximum cost limit for the retrofit analysis is 20 percent.
- A site visit to confirm the concept stormwater design will be conducted by two (2) Consultant staff.

Culvert replacement for Fish Passage design is not included as a part of this design. The need for future fish passage culvert replacement will be noted in the Stormwater Technical Memorandum as applicable.

**Deliverables:**

- ESA Stormwater Design Checklist

Stormwater Technical Memorandum

**6.6. Bridge (Task Completed 12/31/2020)**

Validate the basis of design (design criteria and requirements) for the bridge and approaches that was developed as part of the Bridge TSL Study.

Incorporate any revised or new design criteria provided by ODOT or WSDOT.

As requested provide design and construction information and exhibits (commensurate with the level of design)

**Assumptions:**

- Columbia River Navigation Channel dimensions of 80 feet vertical and 450 feet horizontal will be confirmed by the US Coast Guard as the primary opening. A secondary opening (within the same span) of 90 feet vertical and 250 feet horizontal, will also be confirmed by the US Coast Guard.
- The architectural features of the bridge type and size, as developed for the Bridge TSL Study, meet the requirements of the Gorge Management Plan and are acceptable.
- Pier locations and span arrangement from the Bridge TSL Study are acceptable.

The design refinement, as dictated by the NEPA process, will not be to a point that will advance the level of design

**Deliverables:**

Engineering exhibits to support the NEPA process

**6.7. Wind Analysis – Reserved**

**6.8. Architecture and Simulations (Task Completed 12/31/2020)**

**6.8.1. Architectural Concepts (Task Completed 5/31/2020)**

Review existing architectural renderings, from the pedestrian perspective, that support the proposed bridge design concepts and compliment the intent of the Gorge Management Plan. Review Gorge Commission and bridge advisory group design preferences. Review design precedents from bridge, roadway and trail design projects in the Gorge as well as the site context at both ends of the proposed bridge.

Consultant will retrieve the TS&L photo simulation root file of the pedestrian view. Consultant will strip off the railing, benches, light posts, and users so that this base file can be reused for the new sketch-concepts.

Provide up to three (3) draft sketch-concepts (also called “tissue paper” drawings) for the pedestrian path and overlook area that are consistent with the Gorge Management Plan and the Precedents memo. Depict architectural concepts in 2D detail drawings and photographs, developed to sufficient detail to describe the design intent to both the professional and the layman. Concepts will include options for materials, colors and forms for paving, railings, seating and lighting within the pedestrian environment.

Coordinate architectural concepts with staff working on Civil (Subtask 6.5) and Bridge (Subtask 6.6) to ensure design standards can be met. Revise and refine concepts using Port and ODOT input.

Participate in up to two (2) meetings between the project team and members of the Columbia River Gorge Commission to show how bridge architectural features are context sensitive and follow the Gorge Management Plan requirements for the Bridge.

**Assumptions:**

- Aesthetic requirements for the bridge will follow those set in the Columbia Gorge Management Plan, Chapter 7, “Columbia River Bridge Replacement”, 9/1/2011.
- Architectural concepts will be developed for one perspective from the pedestrian path. The three (3) themes to be developed include: existing bridge, Historic Columbia River Highway, and modern.

Each meeting with the Columbia River Gorge Commission will be held in White Salmon, WA and be up to 2 hours in duration.

**Deliverables:**

- Three (3) architectural concepts for the pedestrian path and overlook.

**6.8.2.Photo Simulations (Task Completed 12/31/2020)**

Contractor will provide a map of up to twelve (12) proposed photo locations to Agency prior to traveling to project site to take photos. After the Port has approved final map of proposed photo locations, Contractor will travel to the project site and take high-resolution color photographs for up to twelve (12) locations. Locations are presumed to represent views toward the bridge (e.g. residents and travelers on nearby roads, highways and the Columbia River) and from the bridge (e.g. bridge user perspective). Contractor will provide Agency with a photo set of up to two (2) original photos from each of the twelve (12) locations for Agency to make final selection of seven (7) photos to use for creating photo simulations.

Consultant will create one (1) 3D model of the Final Preferred Bridge Alternative (design snapshot) from engineering drawings and will view-match the six (6) photos in the 3D model. Consultant will prepare up to six (6) high-resolution color photo simulations of the Final Preferred Bridge Alternative (design snapshot) showing design features (e.g. material, textures and colors) in accurate scale and proportion. Contractor will meet in-person with ODOT and Port to review and receive comments on draft photo simulations. Contractor will prepare revised draft photo simulations per ODOT comments from in-person meeting. Contractor will prepare final photo simulations resolving any final, minimal ODOT comments on revised draft photo simulations.

**Assumptions**

- Up to six (6) high-resolution photo simulations will be prepared for six (6) different locations per final map of proposed photo locations and direction of view.
- Agency changes to photo locations/direction of view after site visit will require a contract modification.
- One design snapshot will be utilized for completion of this task. Any changes to design, after photo simulations work has commenced, that would impact the photo simulations will require a contract modification.

The high-resolution photo simulations will be submitted in electronic format (.jpg), suitable for 30x40 inch presentation display boards.

**Deliverables:**

- Map of proposed photo locations and direction of view
- Photo set (up to two (2) photos from each of up to twelve (12) locations)

Draft, Revised Draft and Final photo simulations of the Final Bridge Alternative.

### 6.9. Cost Estimating – Memo (Task Completed 2/8/2021)

Consultant will update the 2018 cost estimate to escalated costs to 2026 dollars using a consumer price index escalation factor. Consultant will add a cost line item for anticipated mitigation costs to the updated cost estimate. The updated cost estimate will be formatted as an Excel file.

#### Assumptions:

- The 2018 Mott MacDonald Cost Estimate will be used as the basis for escalation.
- No revisions will be made to the 2018 estimate other than escalation with the exception of an added line item for environmental mitigation.
- All bridge cost estimates will be in construction year 2026 dollars

#### Deliverables:

- Cost Estimate Update Memorandum.

### 6.10. Project Cost Estimate (PCE) Revision

Consultant will revise the Project Cost Estimate (PCE) to validate bid items, document project assumptions for construction, collaborate with the construction schedule, verify unit prices, identify project risks, and address potential increases in escalated costs to mid-construction year dollars. This effort will be developed with the Port's input in three phases. Phase 1 includes scoping and assumptions development to define project bid items, impacts, and risks. Phase 2 provides cost verification of bid items and qualification thru contractor estimating tools for overhead, profit, distributables, labor, and means/methods. Phase 3 will update the PCE to include contingencies based on risk evaluation, update of project escalation to account for current market trends, and incorporate programmatic costs provide by the Port. The work for these three phases is as follows:

#### 6.10.1. PCE Scoping & Assumptions

The consultant will develop a scoping file for each bid item, which qualifies as a high price item in the PCE, that details quantity calculations, documents background and assumptions, and includes graphics (where applicable). The construction schedule will be updated to coincide with the updated PCE assumptions. An additional scoping memorandum will be included for assumptions not specific to a bid item that effects the contract delivery, contractor, means & methods, and other distributables as needed. Coordination with EIS team for project constraints and commitments will be included in this effort.

The consultant will participate in up to two (2) coordination meetings with the Port in Phase 1. The consultant team will include two (2) staff with two (2) subconsultant staff. One meeting will be in-person with the other meeting via video conference. Meetings, not including travel time, will be two (2) hours in duration. The Consultant will provide meeting notes; no agendas will be required for these coordination meetings.

#### Assumptions:

- PCE will be based on assumed Preferred Alternative EC-2 concept as described in the SDEIS.
- The existing bridge will be removed based on the SDEIS dismantling and removal language.
- The new bridge will be the proposed segmental box with foundations as described in the SDEIS, including work bridges and barge construction.
- Construction delivery method will be design, bid, build for this PCE update. Alternative technical concepts or cost savings proposals may be documented in assumptions but will not be included in this PCE update.
- Effort will focus on high price/high risk items. Other items will be covered in contingency.
- Graphics will only be included to simply or qualify the quantity calculations or assumptions.
- Include aesthetics in project cost based on project enhancement. No changes to project scope or bridge footprint to address aesthetics. An allowance 1% total construction cost will be provided for aesthetics in PCE.
- Construction schedule assumptions that are included in the SDEIS will not be changed.

- Distributables Analysis will be including using appropriate factors for this type of structure and construction.

**Deliverables:**

- Draft PCE bid items and quantities with draft scoping file for high price items
- Draft scoping memorandum
- Updated draft construction schedule
- Meeting notes; within 2 days of meeting

The draft PCE bid items, scoping memorandum, and construction schedule will be provided three (3) weeks after authorization to proceed is granted by the Port. The Port comments will be provided to the Consultant one (1) week later. Port comments will be addressed in the efforts of 6.10.2 below.

6.10.2. PCE Cost Verification

The consultant will review and address Port comments on the draft PCE bid items, scoping memorandum, and construction schedule from Task 6.10.1 and will perform a unit price analysis for each bid item and include that information in the scoping files.

The consultant will perform a contractor-style methodology (InEight Software) for discrete high risk/high dollar activities including labor, equipment, material, supplies, and specialty subs. The construction style cost estimate will include pay items, proposal of bid items estimate, and associated bid item assumptions

The consultant will perform a unit price analysis and collaborate those prices with the contractor style methodology.

The consultant will develop a risk register with cost range and proposed mitigation options. The Port will provide risks associated with project elements separate from the design.

The consultant will develop an outline and cost estimate for design services through construction to be include in PCE.

The consultant will participate in up to two (2) coordination meetings with the Port in Phase 2. The consultant team will include two (2) staff with two (2) subconsultant staff. One meeting will be in-person with the other meeting via video conference. Meetings, not including travel time, will be two (2) hours in duration. The Consultant will provide meeting notes; no agendas will be required for these coordination meetings.

**Assumptions:**

- Unit price analysis will be documented as assumed, qualified by State (WSDOT or ODOT) sources, or verified based on specific project examples.
- Adjustment for current market trends will be included based on collaboration with the Port to capture availability of construction equipment and materials and escalating material prices.

**Deliverables:**

- Draft construction style cost estimate
- Draft unit price analysis in scoping documents
- Draft risk register
- Draft engineering costs
- Meeting notes; within 2 days of meeting

The draft construction style cost estimate, unit price analysis, risk register, and engineering costs will be provided three (3) weeks after receipt of Port comments on draft PCE bid items, scoping memorandum, and construction schedule 6.10.1. The Port comments will be provided to the Consultant (1) week later. Port comments will be addressed in the efforts of 6.10.3 below.

### 6.10.3. PCE Update

The consultant will address Port comments from 6.10.2 and update the draft PCE document. The escalation for the project will be updated based on the resources spent in each calendar year with Port input.

The consultant will participate in a workshop meeting in-person with the Port two (2) weeks after receiving comments from 6.10.2. The consultant team will include two (2) staff with two (2) subconsultant staff for this meeting.

The final PCE update with memorandums and backup files, updated construction schedule, and risk register will be submitted two (2) weeks later.

#### **Assumptions:**

- The project escalation will be based on Steve Siegel's escalation numbers with Port input.
- Port will provide other programmatic cost inputs to inform total project and programmatic costs.

#### **Deliverables:**

- PCE Update with scoping files and support documents
- Updated Risk Register
- Updated Construction Schedule

## 7. TRANSPORTATION (TASK COMPLETED 5/31/2020)

The purpose of this task is to update and reestablish any previous traffic analysis work to support the NEPA compliance effort, and project delivery strategy.

The Consultant will conduct a comprehensive update to the previous Draft EIS traffic forecasting and operations analysis. This includes revisiting the technical foundation to document key traffic patterns, capacity requirements of the bridge to meet future multimodal crossing demand and identifying the need for critical operational and safety enhancements on both approaches to address potential congestion hot spots and multi-modal access and mobility.

### 7.1. Methodology Memorandum (Task Completed 6/30/2019)

The Consultant will coordinate with the Port and project partner agencies to develop the traffic forecasting methodology, models, and assumptions. The Consultant will obtain, develop, and validate the travel demand forecasting and operational analysis approaches for developing the necessary traffic projections and conducting the analysis necessary for updating the environmental effects of the project and supporting design refinements as necessary.

The Consultant will work with the Port and partner stakeholders to develop a brief methods and assumptions summary that will outline the following:

- Method for developing year of opening and 20-year horizon multi-modal travel demand forecasts. An important aspect will be to focus on latent demand given the large increase in vehicular capacity on the bridge, as well as the inclusion of bicycle and pedestrian access across the bridge.
- Tools used to perform the analysis work
- Geographic limits of the study area
- Relevant assumptions regarding data and analysis parameters
- Time periods for analysis (AM/PM peaks, weekday, other)
- Number of options or alternatives to consider

Performance measures that will be used to gauge traffic operations, multi-modal mobility, access and safety, and overall construction feasibility.

Other related efforts include:

- Where available, obtain existing Synchro/SimTraffic or Vissim simulation models for the study area
- Update and calibrate obtained simulation models using current traffic data from the Port and partner agencies. As needed, additional traffic counts will be collected by the Consultant.

For horizon year traffic data, develop traffic growth factors based on factors developed for the SR-14 Bingen-White Salmon Circulation Study for the north side of the bridge, and factors based on land use growth and/or recent traffic studies conducted on the south side of the bridge.

**Deliverables:**

Technical Memorandum: Transportation Analysis Methods and Assumptions

**7.2. Data Review and Collection (Task Completed 6/30/2019)**

The first step in the investigation of existing conditions will be a thorough review of the transportation data that was recently collected within the study area for other corridor planning efforts. This includes data that was collected as part of the SR-14 Bingen-White Salmon Circulation Study, as well as other efforts to be identified in conjunction with the Port of Hood River and their partners. Following a review of the relevant data available, a list of data gaps and data collection needs will be prepared by the Consultant. This may include the following:

- Signal timing and phasing data for the study area intersections
- Roadway geometry data and pedestrian/bicycle amenities in the vicinity of both ends of the bridge
- Historical crash data for SR-14, the Hood River Bridge, the I-84/State Route 35 interchange and relevant ramp or arterial intersections
- Freight volumes and documentation on future freight system demands across the bridge and along the SR-14 and I-84 corridors
- Transit routes and ridership across the Hood River Bridge
- Key emergency responders (Bingen FD, Hood River FD, HMS Ambulance, etc.) and service areas
- GIS data represent parcel boundaries, right of way, critical areas, topography, and utilities
- Local and regional comprehensive plans
- Project area aerial imagery

Updated vehicle classification volumes across the Hood River Bridge

To supplement the traffic volume data already collected, AM and PM peak hour turning movement volume counts reflecting typical annual weekday conditions, as well as counts reflecting summer peak season conditions may be performed for relevant intersections within the study area. These counts will target one mid-week day (Tuesday, Wednesday or Thursday).

**Assumptions:**

- For budgeting purposes, assume AM/PM peak hour traffic counts will be conducted at a total of eight intersections for an average annual time period and for a summer peak season time period.

Toll booth data indicating volumes and vehicle classes will be provided by the Port of Hood River for periods reflecting before and after the recent toll increase (February 1, 2018)

**Deliverables:**

List of transportation data collection needs



### 7.3. Existing and Future No Build Conditions Update (Task Completed 6/30/2019)

Once the transportation data review is complete and all data pieces have been explored and compiled, the Consultant will then initiate the analysis of existing traffic conditions to gauge current levels of delay during critical periods of the day (ex. AM and/or PM peak period). This analysis will cover the relevant intersections connecting to both sides of the bridge. Synchro 9 software (with Highway Capacity Manual reporting) will be the primary analysis tool used to assess traffic congestion and operational constraints. For complex operations, such as toll booth processing, Vissim 9 microsimulation software may be used to capture vehicular queuing, and recovery wait times.

Also, as part of the existing conditions assessment, the Consultant will broadly characterize marine operations (e.g., volumes/classifications) navigating the river under the bridge in the study area. The Consultant will also inventory pedestrian and bike amenities connecting to both sides of the bridge, historical crashes along the bridge and roadway approaches (including key intersections), current transit usage of the bridge, and existing freight demands, speeds and truck pathways on both sides of the bridge.

To assess future baseline conditions, the Consultant will develop traffic forecasts reflecting a minimum 20-year outlook for the Hood River Bridge and adjacent roadways and key intersections primarily based on background growth in traffic along the SR-14 and I-84 corridors but also informed by potential cross-state demand growth across the bridge. However, to refine the traffic projections, any anticipated land use changes within underdeveloped parcels and future growth potential for large employers (INSITU, etc.) will be assessed to identify additional growth generators beyond the estimated background levels.

The Consultant will also develop future long-range projections of truck freight demand on the bridge based on local, regional and statewide freight movement expansion on both sides of the Columbia River.

The Consultant will estimate the future marine operations conditions, primarily any increase in vessel volumes, to the extent that forecasts are available.

The Consultant will perform an analysis of future baseline traffic conditions for the AM and PM peak periods by leveraging the Synchro and Vissim models developed earlier on as part of the existing conditions analysis and will capture the same study area roadways and relevant intersections within the study area. Assumptions about future conditions of truck freight demand, rail demand, land use changes, or other relevant improvements in the study area will be documented and incorporated into the future baseline conditions analysis.

Any planned or programmed improvements to study area roadways, including SR-14 or I-84, or intersections in the study area based on comprehensive plan elements will also be reflected in the analysis.

#### **Deliverables:**

Working paper on existing and future baseline conditions (to be incorporated into the Transportation Technical Report)

### 7.4. Build Alternatives Analysis Update (Task Completed 6/30/2019)

The Consultant will analyze future transportation access and mobility reflecting up to three (3) build alternatives for the Hood River Bridge. Since the bridge alternatives will generally include capacity improvements (adding one or more travel lanes plus pedestrian/bike treatments), traffic volume projections will be developed for each bridge alternative. Analysis of the future build alternatives will be conducted using the same modeling tools employed for existing conditions and future no build conditions.

In addition to the traffic analysis work, the Consultant will assess how effectively the bridge alternatives address key deficiencies related to freight (truck) mobility, safety, emergency response, and economic development. Marine vessel mobility along the river will be assessed for each of the bridge alternatives, as well. Access and connectivity considerations for businesses, residents, and pedestrian/bicycle users will be woven into the alternatives assessment process to ensure that fatal flaws related to non-traffic congestion issues are clearly identified and reconciled.

Input from the stakeholder group will be an integral part of the alternatives assessment process from the outset and will continue to be relied on as the refinement and screening of alternatives takes place. This collaborative

approach will be intended to reflect and address the range of stakeholder interests in terms of access, mobility and safety.

The main deliverable for the alternatives development and evaluation task will be a summary report that describes the treatments and alternatives considered for the targeted intersections along SR-14 and those that are recommended to be carried forward into more detailed planning and follow-on design.

**Deliverables:**

Technical summaries of the alternatives considered and evaluation outcomes

**7.5. Transportation Technical Report (Task Completed 5/31/2020)**

To document the transportation analysis approach, analysis and findings, a technical report will be prepared that captures the analysis assumptions, key data items collected and review, analysis approach and alternatives assessment outcomes. This report will recap the existing conditions and future No Build assessment and present a performance comparison of the bridge alternatives based on the Build Alternatives technical summary described in Task 7.4. The technical elements of the technical report will be used for inclusion in the Supplemental Draft EIS and Final EIS documents.

**Deliverables:**

Transportation Technical Report

**7.6. Tolling/Revenue Coordination (Task Completed 6/30/2019)**

Consultant will coordinate with the Port's Tolling/Revenue Consultant in the areas of public involvement, travel demand forecasting, transportation analysis, design and environmental studies.

**Assumptions:**

Consultant will provide up to eight (8) hours of coordination with the Port's Tolling/Revenue Consultant.

**Deliverables:**

None

## 8. PERMIT ASSISTANCE

### 8.1. Permit Plan and Coordination

This task will result in the development of a permit plan addressing the land use, environmental and construction permits that may be necessary to construct the project. The permit plan will identify the party responsible for obtaining the permits, regulatory and permit review authority, permit submittal requirements, permit development and preliminary processing timelines. The plan is intended to function as a as a guide for maintaining consistency with adopted regulatory requirements and for obtaining permits in a future phase. Specifically, the plan will include the following information for each permit identified:

- Permit title
- Responsible agency, staff contacts, and contact information
- Review purpose
- Codes, standards, or regulations that apply, including statutory authority
- Application requirements, including technical studies, plans, and required level of design
- Potential mitigation requirements
- Approval body and level of discretion
- Schedule, including any statutory requirements such as public noticing and public hearing
- Period of validity and extension provisions

- Appeal provisions, including timing and appeal body

Approximate costs (agency fees and cost to obtain)

The permit plan will consist of a summary of permitting requirements and include a matrix of the required authorizations. In addition to the information listed above, the permit plan will summarize the specific regulatory requirements that have the potential to affect the design of the bridge and/or affect the method of construction. The plan will also address information that will help to determine whether the project owner of the contractor is responsible for obtaining the permit. The required information identified by the lead federal agency will be evaluated by the Consultant team in the context of the need for technical information to support the NEPA process in order to identify efficiencies and avoid duplication.

The Consultant will develop an initial draft of the permit plan for review by the Port prior to meeting with regulatory agencies. Once an initial draft has been approved by the Port, Consultant team representatives will meet with the identified agency staff to inform them about the project, confirm key information, and identify agency concerns that should be addressed in project planning and/or the NEPA and permit documents. The Consultant will maintain notes for each agency meeting (up to 13 meetings) and update the permit plan with any forthcoming information. Following the Draft Supplemental EIS comment period, the Consultant shall review and update the plan to incorporate agency input relevant to the permitting of the project, including addressing USACE restrictive easement permitting and timing. To assist with agency discussions, the Consultant will develop a detailed project description and conceptual drawings.

#### Assumptions

- No permit application materials will be developed during this task.
- Consultant team representatives will meet with each agency. This task assumes that 5 meetings will be conducted at each agency's office with the remaining 8 being conducted by phone.

Port/Consultant team review of the draft documents will be limited to one review cycle.

#### Deliverables

- Permit plan

Meeting agendas and meeting notes

### 8.2. In-water Permits for Geotechnical Investigations (Task Completed 8/27/2021)

Consultant will prepare the permit applications and documentation necessary to secure permits to conduct the in-water geotechnical investigations necessary for the design of the project. These include:

- US Army Corps of Engineers Section 404 Nationwide Permit No. 6 – Survey Activities
- Oregon Department of Environmental Quality Section 401 Water Quality Certification
- Oregon Department of State Lands – Waterway Authorization
- Washington Department of Ecology Section 401 Water Quality Certification
- Washington Department of Fish and Wildlife Hydraulic Project Approval
- Washington Department of Natural Resources – 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

The proposed bridge crosses the Columbia River and is located in Oregon and Washington in two US Army Corps of Engineers (USACE) districts with jurisdictions: the Portland District is responsible for the Oregon side of the Columbia River while the Seattle District is responsible for the Washington side. Because the larger portion of the project area is located in Oregon and the Portland District is responsible for navigation projects in the river, it is anticipated that the USACE is likely to determine that the Portland District will be responsible for all USACE

permitting for the project. According to the 2017 Nationwide Permit User's Guide, 401 water quality certifications are pre-certified and individual water quality certifications will not be required by ODEQ or Ecology. For the geotechnical investigations, the Washington Department of Fish and Wildlife (WDFW) will also require submittal and authorization of a Hydraulic Project Approval (HPA). Additionally, because the geotechnical exploration will occur in the river bottom owned by both Oregon and Washington, authorizations to conduct the investigations will be required from DSL and Washington Department of Natural Resources (DNR).

The Consultant will prepare and/or compile the necessary permitting information including a Joint Permit Application (JPA)/Joint Aquatic Resources Permit Applications (JARPA) and figures. The applications will include the necessary supplemental forms, aquatic survey, background information in the form of project description, best management practices (BMPs), mitigation plans, and cultural resources information in the JPA/JARPA forms.

Consultant will coordinate with permitting agencies to amend all permit applications for all remaining bridge pier locations. The initial set of applications identified six (6) boring locations, which will be updated to include twelve (12) boring locations.

Because the Columbia River is documented habitat for several species of fish listed under the ESA, compliance with the ESA must be documented. Based on permit requirements for similar geotechnical investigations in the Columbia River, this activity is typically considered to have no effect on ESA-listed fisheries or other ESA-listed species. This scope of work includes preparation of a no effect memorandum and/or coordination with the USACE, confirming that the project has been analyzed for its potential to affect species listed under the ESA, and that the proposed geotechnical investigation activities will have no effect on any species or critical habitat listed or proposed for listing under the ESA. This memorandum will be provided to the USACE as part of the JPA/JARPA submittal.

Finally, the geotechnical investigations will require written exemptions for SEPA and a Shoreline Substantial Development permit. The local agency responsible for this exemption is anticipated to be the City of White Salmon. The consultant will prepare exemption applications for submittal to the City and will meet with the City once to coordinate the exemption approvals.

#### **Assumptions:**

- The project will qualify as a Nationwide Permit (NWP) 6 for survey activities.
- Section 401 water quality certification requirements will be satisfied through issuance of the NWP 6 and are pre-certified according to DEQ and Ecology.
- The project will not require an individual ESA consultation with NOAA Fisheries or the U.S. Fish and Wildlife Service (USFWS). A BA will not be required for geotechnical investigations.
- No 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.
- Comments on the draft JPA/JARPA and no effect letter will be editorial in nature and minor in extent.
- Agency comments on final documents will be minor in extent and can be dealt with by email or telephone.

Application fees are excluded.

#### **Deliverables:**

- JPA/JARPA with up to 6 figures
- No effect letter with up to 4 figures
- In-water work window variance

Up to 12 hours of post-application coordination with USACE, WDFW, DSL, DEQ, DNR, and City of White Salmon

### 8.3. US Coast Guard Permit Navigation Survey and Project Initiation Request (Task Completed 5/31/2020)

#### 8.3.1. Navigation Survey (Task Completed 5/31/2020)

The scope, assumptions and deliverables for this task is included in Attachment A.

#### 8.3.2. Bridge Permit Pre-Application Coordination (Task Completed 5/31/2020)

Consultant will follow the requirements of Office of Bridge Programs, U.S. Coast Guard (USCG), Bridge Permit Application Guide (COMDTPUB P16591.3D, July 2016) to prepare the Bridge Permit Initiation Request, including:

- Description of the project
- Project purpose and need
- List of potentially affected Federal and non-Federal entities
- Proposed schedule for filing Federal and State permit applications

Description of the known existing project site conditions, potential changes to the waterway, and any other areas of concern.

Consultant will file a Bridge Project Initiation Request with the Coast Guard to initiate engagement with the 13th Coast Guard District in Seattle.

Up to three (3) meetings with the USCG are anticipated during the NEPA process to obtain concurrence with the proposed navigational opening.

#### **Assumptions:**

Meetings with the USCG will occur in Seattle and have a duration of two (2) hours; up to three (3) Consultant staff (PM, Engineering Lead, and USCG Permit Lead) will attend

#### **Deliverables:**

Bridge Project Initiation Request

### 8.4. Columbia River Gorge National Scenic Area (NSA) Permit (Task Completed 5/31/2020)

The project is located within the National Scenic Area (NSA) in Hood River and Klickitat counties where the new bridge will cross the Columbia River. The abutments of the proposed bridge are exempt from NSA regulations because they will be located within the Urban Areas of White Salmon and Hood River. The NSA designation on the river for both counties is “water” which is considered an Open Space designation. The jurisdiction, compliance standards, and process for the NSA permit(s) will be discussed with multiple agencies (cities, counties, Gorge Commission) through meetings with the Gorge Commission staff and Hood River County staff. Consultant will focus discussions on clarifying compliance standards that include visual resources, biological resources, recreational facilities, bridge design, and conceptual architectural treatments for the replacement bridge.

The Consultant will prepare a NSA compliance table outlining the NSA standards and the design and mitigation measures associated with the Preliminary Preferred Alternative to address those standards. This table will be included in the meeting notes.

#### **Assumptions**

- The project will require compliance with the Columbia River Gorge Management Plan and Article 75 of the Hood River County code.
- The pre-application memorandum will provide broad findings and pose questions to help inform compliance with the CRGC Management Plan and Article 75 of the Hood River County code.
- Up to three (3) meetings with the Gorge Commission staff and Hood River County staff will be held; meetings will be up to two (2) hours in duration and held in White Salmon. Up to five (5) Consultant staff will attend each meeting, including PM, bridge lead, visual lead, biology lead, and NSA permit lead.

## Deliverables

- Meeting notes
- NSA compliance table

## 8.5. U.S. Army Corp of Engineers Permits (Task Completed 12/31/2020)

### 8.5.1. Section 10/404 (Task Completed 5/31/2020)

Project activities will be located in the Columbia River, a water of the United States, and wetlands may be present within the project limits. The project will require an Individual Permit from USACE in accordance with Section 10 of the Rivers and Harbors Act (Section 10) as the Columbia is a navigable waterway and Section 404 of the Clean Water Act (Section 404) because the Columbia River is a water of the U.S. and fill is anticipated. The proposed bridge crosses the Columbia River and is located in Oregon and Washington in two US Army Corps of Engineers (USACE) districts with jurisdictions: the Portland District is responsible for the Oregon side of the Columbia River and the Seattle District is responsible for the Washington side. Because the larger portion of the project area is located in Oregon and the Portland District is responsible for navigation projects in the river, the USACE is likely to determine that the Portland District will be responsible for all USACE permitting. Because a permit decision by the USACE cannot be completed under after completion of the FEIS and the ROD (Task 5.13) and completion of more detailed design than currently covered by this scope, efforts under this task will not result in submittal of formal applications. However, because the USACE permit is critical to the design of the bridge for this effort the Consultant will develop a permitting strategy.

A 2-hour meeting attended by up to three (3) Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review. The meeting will be combined with the meeting to discuss Section 408 review (Task 8.5.2)

#### Assumptions:

- The Consultant will use the USACE-approved OHWM elevation (elevation to be determined through published literature/coordination with USACE) and the biological OHWM previously located by the Consultant in the permit documents (Task 5.4.2).
- A 2-hour meeting attended by up to three (3) Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review.

#### Deliverables:

Meeting agendas and summary notes

### 8.5.2. Section 408 (Task Completed 12/31/2020)

The Columbia River includes a federally authorized navigation channel that will be crossed by the proposed bridge. The authorized channel is 27 feet deep and through the project area is generally 300 feet wide. Section 14 of the Rivers and Harbors Appropriation Act of 1899, as amended, and codified in 33 USC 408 (Section 408) provides that the Secretary of the Army may grant permission to other entities for the permanent or temporary alteration or use of any USACE Civil Works project, including navigation projects. This requires a determination that the requested alteration is “not injurious to the public interest” and will not “affect the USACE project’s ability to meet its authorized purpose.” This means that USACE has the authority to review, evaluate, and approve all alterations, including crossings, that could impact the channel to make sure the alterations are not harmful to the public and that the civil works projects will still meet their intended purposes. Because a decision by the USACE cannot be finalized until after completion of the FEIS and the ROD (Task 5.13) and completion of more detailed design than currently covered by this scope, efforts under this task will not result in submittal of formal applications. However, because the Section 408 review and authorization is critical to the design of the bridge this effort will develop an initial written request for a Section 408 initiation pursuant to USACE Engineering Circular 1165-2-216.

Under the Section 408 process, the USACE will determine the technical data and analysis required for review based on the specific potential of the project itself to impair the USACE-managed resources. The Consultant will meet



with staff of the USACE Portland District, including Section 408 coordination staff, for early consultation to identify potential issues and focus efforts. The 2-hour meeting at the Portland District offices will be used to confirm the USACE-managed resources that could be impacted by the project and the non-federal sponsors involved. Following the early consultation meeting, the Consultant will prepare a written request to initiate Section 408 that will include:

- Project description.
- A statement regarding the need for permitting under Sections 10 and 404.
- A statement regarding the use of federally owned real property or property owned by a non-federal sponsor.
- A written statement from the non-federal sponsor(s) (if applicable) indicating the sponsor is not opposed to the project's alteration of the Section 408 resource(s).

Drawings, sketches, maps, and plans necessary to convey information about the project's relationship to Section 408 resources.

The USACE will review the request and coordinate with the Consultant on the documentation required to initiate the Section 408 review.

Following the submittal of the written request, the Consultant will monitor the review process, coordinate with the USACE, and address questions that are raised by the agency. The Consultant will review and summarize the documents and data required for the review and/or other information developed by the USACE, note any implications for the project or its delivery, and provide the summary to the Port.

USACE guidance indicates that the Regulatory and Navigation offices will coordinate throughout the review of the project. Therefore, the coordination with the USACE under Task 8.5.1 will include coordination in regard to Section 408 matters. This task includes a, 2-hour meetings attended by up to three (3) Consultant team members conducted with the USACE at the Portland District offices to discuss the project and Section 408 permit review.

**Assumptions:**

- This task will complete the initial request and will identify what will be necessary for further Section 408 review but will not complete the formal process nor result in a determination from the USACE on compliance with Section 408.
- Drawings, sketches, maps, and plans necessary for the initial request will be completed under other tasks and are adequate for submittal to the USACE.
- Technical data and studies that may be required by the USACE are not included in this scope and additional needs will be determined after submittal and review of the initial written request.
- The Port is assumed not to be a non-federal sponsor of the USACE-managed resources (i.e., the Columbia River navigation channel).
- The USACE will accept the NEPA documentation completed for the project with FHWA (or others) as lead agency. A decision regarding Section 408 will not be completed until the issuance of the Record of Decision.
- Funding for USACE review of the Section 408 review is not included.
- The USACE will not require a Type II independent external panel review process and a review plan is not included.
- Comments and questions from the USACE can be answered by available information or materials developed with the scope of work and additional technical data or analysis will not be needed and is not included.
- One, 2-hour meetings attended by up to three (3) Consultant team members will be conducted with the USACE at the Portland District offices to discuss the project and Section 408 permit review.

Completion of the Section 408 review process and construction period services that may be required as part of the Section 408 review are not included.

#### **Deliverables**

Meeting agendas and summary notes (2)

8.5.3. Section 404(b)(a) Alternatives Analysis - Reserved

#### **8.6. Washington State Permits – Reserved**

8.6.1. Washington State Department of Ecology – Section 401 Water Quality Certification – Reserved

8.6.2. Washington State Department of Fish and Wildlife Hydraulic Project Approval – Reserved

8.6.3. Department of Natural Resources – Aquatic Land Use Authorization/Easement – Reserved

8.6.4. Washington State Environmental Policy Act – Reserved

#### **8.7. Oregon State Permits – Reserved**

8.7.1. Department of State Lands – Removal/Fill Permit – Reserved

8.7.2. DSL Waterway Authorization – Reserved

8.7.3. DEQ Water Quality Certification – Reserved

8.7.4. NPDES Permit (Not included as Contractor will be responsible applicant) – Reserved

#### **8.8. Washington Local Agency Permits (City of White Salmon) – Reserved**

#### **8.9. Oregon Local Agency Permits – Reserved**

### **9. CONTRACT CONTINGENCY**

#### **9.1. 2019 Contingency**

All work under Task 6.3 (labor and direct expenses), except budget spent through September 30, 2019 is transferred to a contingency task; associated budget is similarly transferred to Task 9.1. This contingency sets aside budget that can be reallocated to subsequent geotechnical work conducted in 2020-21 or other project tasks as directed by the Port. Use of this contingency task requires subsequent written or email authorization by the Port before such work commences.

This contingency task has a budget of \$387,989 (original budget \$393,988 minus spent budget of \$5,999).

#### **9.2. Reallocation – March 11, 2020**

The Port authorized a contingency release to fund additional work in Tasks 5.5 and 5.6.

#### **9.3. Reallocation – June 9, 2020**

The Port authorized a contingency release to fund additional work in Task 5.6.

#### **9.4. 2020 Contingency Release**

Additional work in Tasks 1.1, 5.6, 5.9, 5.11, and 6.3 are funded through contingency releases. Task budget reductions in Tasks 2.9 and 6.8 are added to the contingency balance.

#### **9.5. Reallocation – November 13, 2020**

The Port authorized a contingency release to fund additional work in Task 5.6.



## 9.6. 2021 Contingency Release

Additional work in Task 5.6 is partially funded through contingency release.

## 10. GEOTECHNICAL INVESTIGATIONS – OPTIONAL

### 10.1. Geotechnical Exploration – Optional

Geotechnical exploration and testing activities under this subtask consist of the following: drilling borings using a truck mounted rig secured on a barge that is mobilized to the drill site for over-water explorations; drilling borings from a truck mounted rig, or similar, for on-land explorations; and performance of in-situ soil and rock testing.

Prepare a Geotechnical Exploration Work Plan (Work Plan) that describes the anticipated field activities, including drilling and sampling procedures, planned performance schedule, anticipated equipment, and best management practices (BMPs). Submit a draft Work Plan for review and prepare a final Work Plan that addresses all review comments.

Execute the geotechnical exploration in accordance with the approved Work Plan.

Assume responsibility for collecting, securing and disposing of drilling-derived waste (i.e. soil cuttings, rock cuttings, drilling fluid, ground water) in accordance with applicable standards and BMPs outlined in the approved Work Plan.

At the project site, the regulated in-water work window (IWWW) for the Columbia River is November 15 to March 15. However, the U.S. Army Corps of Engineers (Corps) has granted a permit extending the allowable IWWW to December 31, 2021

#### Assumptions:

- Notice to Proceed. If a permit allowing the extension of the IWWW is not granted, the project schedule dictates that the design will proceed without additional, site-specific geotechnical exploration and testing data.
- There are no restrictions on allowable work hours.
- In-water work permits will be secured by the project team.
- Soil can be drilled with mud-rotary drilling equipment.
- Rock can be cored with wireline coring equipment.
- Nine (9) holes will be drilled within the Ordinary Highway Water zone.
- ~~Two (2)~~Three (3) holes will be drilled on land (one in Oregon and ~~one~~two in Washington)<sup>‡</sup>.
- Explorations may encounter up to 100 feet of soil (alluvium or fill) and will be advanced approximately 30 feet into the underlying bedrock.
- In-situ testing of the soil will consist primarily of Standard Penetration Testing (SPT) conducted at 5- to 10-foot intervals; however, in some locations Shelby tube samples will be obtained in lieu of SPTs in order to obtain relatively undisturbed samples for laboratory testing.
- Rock core will be extracted using Size HQ core barrel.
- Survey coordinates of drill sites will be based on hand-held GPS coordinates.
- Drilling-derived waste (soil cuttings, rock cuttings, drilling fluid, groundwater) is clean and will be disposed of as clean material.
- Base mapping and topographic/bathymetric data will be provided for incorporation in the geotechnical data report.

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~~‡ Consultant assumes that access is not permitted for the proposed Bent 14 exploration (B-7). This results in a total of eleven (11) explorations, not twelve (12).~~

**Deliverables:**

- Draft Geotechnical Exploration Work Plan
- Final Geotechnical Exploration Work Plan

#### 10.1.1. Environmental Sampling - Optional

Coordinate and oversee the geotechnical drilling support environmental sample collection. The activities will include collecting soil samples from two geotechnical borings (one in-water, and one upland) to determine whether or not contaminants-of-concern are present. Collect one sample from each boring recommended for monitoring. Soil samples will be field screened for volatile organic compounds (VOCs) using a photoionization detector (PID).

**Assumptions:**

- Boring locations may move slightly during field work due to existing utilities or other obstructions.
- Two (2) geotechnical borings will be sampled from, including one (1) in-water and one (1) upland.
- All sampling will be coordinated with the Task ~~Error! Reference source not found.10-1~~ effort, and no additional costs will be associated with said effort or with the provision of access for environmental sampling.

**Deliverables:**

- Draft Environmental Sampling Plan

#### 10.2. Laboratory Testing – Optional

Conduct laboratory testing on selected samples obtained from the geotechnical exploration to calibrate and/or modify field classifications and summarize tested engineering properties.

**Assumptions:**

- Up to ~~5560~~ moisture content tests will be conducted
- Up to ~~2527~~ moisture-density tests will be conducted
- Up to ~~2527~~ sieve analysis tests will be conducted
- Up to ~~4547~~ Atterberg Limits tests will be conducted
- Up to ~~4547~~ fines content tests will be conducted
- Up to 2 consolidated undrained (CU) triaxial shear tests will be conducted
- Up to 15 unconfined compression tests on rock core will be conducted
- Up to 10 cerchar abrasivity tests on rock core will be conducted
- Up to 10 Brazilian tensile tests on rock core will be conducted.

**Deliverables:**

- Laboratory testing results

#### 10.2.1. Environmental Testing and Reporting - Optional

Conduct laboratory testing on selected samples obtained from the environmental sampling. Samples will be analyzed for Northwest Total Petroleum Hydrocarbons (NWTPH)-diesel (Dx) and gasoline (Gx); polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270SIM; VOCs by Method 8260B; and, total Resource Conservation Recovery Act (RCRA) 8 metals plus total antimony, copper, and zinc by EPA Method 6020 and 7471A.

**Deliverables:**

- Draft Summary Report
- Final Summary Report

### 10.3. Geotechnical Data Report – Optional

Prepare a Geotechnical Data Report (GDR) that contains the findings of the geotechnical exploration and testing program, including, at a minimum, a summary of the geotechnical exploration activities, descriptions of the soil and rock materials encountered, boring logs, and laboratory test results.

Submit a ~~draft~~Draft GDR for review and prepare a ~~final~~Final GDR that addresses all review comments. The final GDR shall be sealed by a licensed ~~geotechnical~~professional engineer registered in both Washington and Oregon.

#### Assumptions:

- Base mapping and topographic/bathymetric data will be provided for incorporation in the GDR.

#### Deliverables:

- Draft Geotechnical Data Report (GDR)
- Final Geotechnical Data Report (GDR)

### 10.4. Foundation Recommendations

Conduct a desk study of existing information on the geology and foundations adjacent to the bridge site.

This study will include as-constructed plans of the existing bridge (including rehabilitation and/or modifications that have occurred since original construction), bridge inspection and maintenance reports (as available), and geotechnical information from the 2011 Bridge TSL Study. It will also include a review of historic photographs and other historic documents from the Oregon Historical Society.

Coalesce the existing information with the data collected from Task 10.3.

Validate the following to the degree commensurate with the amount and nature of geotechnical data gathered:

- Geotechnical aspects of the seismic design criteria for the Hood River Bridge main span and approach spans, including site class identification and development of response spectra in accordance with ODOT and WSDOT Life-Safety and Operational design requirements.
- Geotechnical and seismic hazards for the project, including ground shaking, liquefaction, fault rupture, and landslides.
- Feasible foundation types for the Hood River Bridge main span and approach spans.
- Estimates of axial and lateral capacity for each foundation type.
- Estimates of ground deformation, both due to potential consolidation settlements and seismic deformations, at the abutment fills and anticipated bent locations.
- Simplified ground responses and soil structure interaction characteristics for each foundation type considered, including the development of relevant soil springs to be used in foundation analyses.
- As warranted, provide mitigation alternatives for geotechnical and seismic hazards.

Develop quantity estimates pertaining to the foundations for the main span and approach span structures.

#### Deliverables:

- Foundation Recommendations Technical Memorandum

### 10.5. Archaeological Monitoring - Optional

Consultant shall monitor the work to advance borings for all upland and three (3) overwater borings for the presence of archaeological resources. A qualified archaeologist will be present during all efforts to advance the borings through sediments (not including any drilling of hard rock) and monitor disturbed sediments and collected samples. In addition, an archaeologist will observe the opening of undisturbed samples that are collected and transported to the lab for opening. The Consultant will prepare a draft and final report documenting the methodology and results of the monitoring.

- Monitoring will occur during a total of 18 days.

- The Consultant will attend a preconstruction meeting with the drilling contractor in order to become familiar with the procedures to be employed and to inform the drilling contractor of the role and methods to be employed by the archaeological monitor.
- Monitoring will not result in the identification of any significant archaeological resources. Only modern and incidental historic debris are assumed to be encountered. Intact historic-period or precontact materials or deposits would trigger a more fully developed response, reporting, etc. that is not assumed within this scope and would be addressed in contract modification.
- Any modern and historic-period artifacts observed in the borings will be documented but not collected

**Deliverables:**

- Draft Archaeological Monitoring Report
- Final Archaeological Monitoring Report

**10.5.10.6. Task Management – Optional**

Consultant shall provide an additional six (6) months of additional project management for Task 10 that is anticipated to extend beyond the conclusion of the EIS/ROD deliverables. Task management includes preparation of monthly invoices, progress reports, updating financial systems, maintaining project files/records/emails, and management of subcontracts.

**Deliverables:**

- Monthly progress reports/invoices

Figure 1. Survey Limits for Task 6.2





Exhibit B: Amendment 6

		(a)	(b1)	(b2)	(c)	(d)	(e)	(f)	(g)	(h)
		Amendment 4	Reallocation 5.21.2021	Reallocation 8.25.2021	Total Budget	Spent thru 7/31/2021	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 6)	Reallocation
					(a+b)		(c-d)		(c+f)	(g-c)
<b>0</b>	<b>Direct Expenses</b>	<b>\$49,113.97</b>	<b>(\$9,000.00)</b>	<b>\$5,000.00</b>	<b>\$45,113.97</b>	<b>\$40,368.44</b>	<b>\$4,745.53</b>	<b>\$599.00</b>	<b>\$45,712.97</b>	<b>\$599.00</b>
1.DE	Direct Expenses	\$23.18	\$0.00	\$0.00	\$23.18	\$387.95	(\$364.77)	\$0.00	\$23.18	\$0.00
2.DE	Direct Expenses	\$10,668.64	\$0.00	\$0.00	\$10,668.64	\$8,245.24	\$2,423.40	\$0.00	\$10,668.64	\$0.00
3.DE	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.DE	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.DE	Direct Expenses	\$24,281.15	(\$9,000.00)	\$5,000.00	\$20,281.15	\$16,375.54	\$3,905.61	\$0.00	\$20,281.15	\$0.00
6.DE	Direct Expenses	\$13,909.00	\$0.00	\$0.00	\$13,909.00	\$13,020.75	\$888.25	\$599.00	\$14,508.00	\$599.00
7.DE	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$2,040.00	(\$2,040.00)	\$0.00	\$0.00	\$0.00
8.DE	Direct Expenses	\$232.00	\$0.00	\$0.00	\$232.00	\$298.96	(\$66.96)	\$0.00	\$232.00	\$0.00
9.DE	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>1</b>	<b>PROJECT MANAGEMENT</b>	<b>\$488,616.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$488,616.87</b>	<b>\$454,582.76</b>	<b>\$34,034.11</b>	<b>\$5,278.00</b>	<b>\$493,894.87</b>	<b>\$5,278.00</b>
1.1	Project Management and Coordination	\$402,202.80	\$0.00	\$0.00	\$402,202.80	\$375,677.33	\$26,525.47	\$1,690.00	\$403,892.80	\$1,690.00
1.2	Client Progress Meetings	\$51,942.21	\$0.00	\$0.00	\$51,942.21	\$48,164.65	\$3,777.56	\$0.00	\$51,942.21	\$0.00
1.3	Consultant Team Coordination Meetings	\$21,347.05	\$0.00	\$0.00	\$21,347.05	\$17,576.80	\$3,770.25	\$1,794.00	\$23,141.05	\$1,794.00
1.4	Change Control	\$12,146.68	\$0.00	\$0.00	\$12,146.68	\$12,138.87	\$7.81	\$1,794.00	\$13,940.68	\$1,794.00
1.5	Risk Management	\$978.13	\$0.00	\$0.00	\$978.13	\$1,025.11	(\$46.98)	\$0.00	\$978.13	\$0.00
<b>2</b>	<b>Public involvement</b>	<b>\$233,915.87</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$233,915.87</b>	<b>\$212,628.80</b>	<b>\$21,287.07</b>	<b>\$0.00</b>	<b>\$233,915.87</b>	<b>\$0.00</b>
2.1	Public Involvement Plan and Task Coordination	\$39,798.97	\$0.00	\$0.00	\$39,798.97	\$32,563.33	\$7,235.64	\$0.00	\$39,798.97	\$0.00
2.2	Stakeholder Interviews	\$18,619.47	\$0.00	\$0.00	\$18,619.47	\$18,619.47	\$0.00	\$0.00	\$18,619.47	\$0.00
2.3	Media Releases, Fact Sheets, and eNewsletters	\$16,168.57	\$0.00	\$0.00	\$16,168.57	\$13,410.90	\$2,757.67	\$0.00	\$16,168.57	\$0.00
2.4	Social Media, Digital Ads and Videos	\$5,049.22	\$0.00	\$0.00	\$5,049.22	\$3,039.29	\$2,009.93	\$0.00	\$5,049.22	\$0.00
2.5	Project Website Support	\$14,862.88	\$0.00	\$0.00	\$14,862.88	\$11,950.42	\$2,912.46	\$0.00	\$14,862.88	\$0.00
2.6	Bridge Replacement Advisory Committee	\$37,158.02	\$0.00	\$0.00	\$37,158.02	\$35,268.01	\$1,890.01	\$0.00	\$37,158.02	\$0.00
2.7	Stakeholder Working Groups	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.8	Public Open Houses	\$49,759.44	\$0.00	\$0.00	\$49,759.44	\$47,892.25	\$1,867.19	\$0.00	\$49,759.44	\$0.00
2.9	Public Comments	\$2,840.58	\$0.00	\$0.00	\$2,840.58	\$2,461.44	\$379.14	\$0.00	\$2,840.58	\$0.00
2.10	Community Outreach Events	\$18,651.79	\$0.00	\$0.00	\$18,651.79	\$18,651.79	\$0.00	\$0.00	\$18,651.79	\$0.00
2.11	Environmental Justice	\$22,661.74	\$0.00	\$0.00	\$22,661.74	\$20,619.01	\$2,042.73	\$0.00	\$22,661.74	\$0.00
2.12	Status Reports	\$8,345.19	\$0.00	\$0.00	\$8,345.19	\$8,152.89	\$192.30	\$0.00	\$8,345.19	\$0.00
<b>3</b>	<b>Project Delivery Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
3.1	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
4.1	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>5</b>	<b>Environmental</b>	<b>\$1,664,072.93</b>	<b>\$9,000.00</b>	<b>(\$5,000.00)</b>	<b>\$1,668,072.93</b>	<b>\$1,543,172.36</b>	<b>\$124,900.57</b>	<b>\$0.00</b>	<b>\$1,668,072.93</b>	<b>\$0.00</b>
5.1	Environmental Study Plan and Coordination	\$71,938.97	\$0.00	\$0.00	\$71,938.97	\$71,921.72	\$17.25	\$0.00	\$71,938.97	\$0.00
5.2	Agency Coordination	\$120,305.24	\$0.00	\$0.00	\$120,305.24	\$118,253.71	\$2,051.53	\$0.00	\$120,305.24	\$0.00
5.3	Methodology Memoranda	\$27,931.63	\$0.00	\$0.00	\$27,931.63	\$27,931.63	\$0.00	\$0.00	\$27,931.63	\$0.00



Exhibit B: Amendment 6

		(a)	(b1)	(b2)	(c)	(d)	(e)	(f)	(g)	(h)
		Amendment 4	Reallocation 5.21.2021	Reallocation 8.25.2021	Total Budget	Spent thru 7/31/2021	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 6)	Reallocation
					(a+b)		(c-d)		(c+f)	(g-c)
<b>5.4</b>	<b>Technical Report, Technical Memorandum, and Study Updates</b>	<b>\$389,476.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$389,476.14</b>	<b>\$389,476.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$389,476.14</b>	<b>\$0.00</b>
5.4.1	Air Quality	\$14,840.80	\$0.00	\$0.00	\$14,840.80	\$14,840.80	\$0.00	\$0.00	\$14,840.80	\$0.00
5.4.2	Energy and Greenhouse Gases	\$15,259.93	\$0.00	\$0.00	\$15,259.93	\$15,259.93	\$0.00	\$0.00	\$15,259.93	\$0.00
5.4.3	Fish and Wildlife Technical Report	\$22,209.47	\$0.00	\$0.00	\$22,209.47	\$22,209.47	\$0.00	\$0.00	\$22,209.47	\$0.00
5.4.4	Geology and Soils	\$10,692.14	\$0.00	\$0.00	\$10,692.14	\$10,692.14	\$0.00	\$0.00	\$10,692.14	\$0.00
5.4.5	Hazardous Materials	\$21,446.90	\$0.00	\$0.00	\$21,446.90	\$21,446.90	\$0.00	\$0.00	\$21,446.90	\$0.00
5.4.6	Land Use	\$40,983.57	\$0.00	\$0.00	\$40,983.57	\$40,983.57	\$0.00	\$0.00	\$40,983.57	\$0.00
5.4.7	Noise	\$40,590.13	\$0.00	\$0.00	\$40,590.13	\$40,590.13	\$0.00	\$0.00	\$40,590.13	\$0.00
5.4.8	Social and Economic	\$66,232.86	\$0.00	\$0.00	\$66,232.86	\$66,232.86	\$0.00	\$0.00	\$66,232.86	\$0.00
5.4.9	Traffic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.4.10	Vegetation and Wetlands	\$46,579.16	\$0.00	\$0.00	\$46,579.16	\$46,579.16	\$0.00	\$0.00	\$46,579.16	\$0.00
5.4.11	Visual	\$52,621.25	\$0.00	\$0.00	\$52,621.25	\$52,621.25	\$0.00	\$0.00	\$52,621.25	\$0.00
5.4.12	Waterways and Water Quality	\$14,913.11	\$0.00	\$0.00	\$14,913.11	\$14,913.11	\$0.00	\$0.00	\$14,913.11	\$0.00
5.4.13	Cumulative Impacts Technical Report	\$43,106.82	\$0.00	\$0.00	\$43,106.82	\$43,106.82	\$0.00	\$0.00	\$43,106.82	\$0.00
5.5	ESA Section 7 Compliance	\$114,492.05	\$0.00	\$0.00	\$114,492.05	\$112,878.52	\$1,613.53	\$0.00	\$114,492.05	\$0.00
5.6	Cultural / NHPA Section 106 Compliance	\$377,996.96	\$9,000.00	\$33,566.75	\$420,563.71	\$365,028.99	\$55,534.72	\$0.00	\$420,563.71	\$0.00
5.7	Section 4(f)/Section 6(f)	\$38,352.80	\$0.00	\$0.00	\$38,352.80	\$44,896.41	(\$6,543.61)	\$0.00	\$38,352.80	\$0.00
5.8	Draft EIS Re-Evaluation	\$38,095.30	\$0.00	\$0.00	\$38,095.30	\$38,095.30	\$0.00	\$0.00	\$38,095.30	\$0.00
5.9	Supplemental Draft EIS Responses to Comments on the 2003 Draft EIS and Supplemental DEIS	\$245,484.70	\$0.00	\$0.00	\$245,484.70	\$245,484.70	(\$0.00)	\$0.00	\$245,484.70	\$0.00
5.10	Mitigation Plan	\$67,153.00	\$0.00	(\$14,847.61)	\$52,305.39	\$37,109.68	\$15,195.71	\$0.00	\$52,305.39	\$0.00
5.11	Final EIS	\$86,497.00	\$0.00	\$0.00	\$86,497.00	\$60,980.51	\$25,516.49	\$0.00	\$86,497.00	\$0.00
5.12	Record of Decision, Notice of Availability, and Statute of Limitations	\$23,719.14	\$0.00	(\$23,719.14)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.13	Administrative Record	\$6,316.00	\$0.00	\$0.00	\$6,316.00	\$4,326.41	\$1,989.59	\$0.00	\$6,316.00	\$0.00
<b>6</b>	<b>Engineering</b>	<b>\$428,551.31</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$428,551.31</b>	<b>\$414,326.56</b>	<b>\$14,224.75</b>	<b>\$81,184.00</b>	<b>\$509,735.31</b>	<b>\$81,184.00</b>
6.1	Engineering Coordination	\$108,923.86	\$0.00	\$0.00	\$108,923.86	\$108,647.82	\$276.04	\$0.00	\$108,923.86	\$0.00
6.2	Land Survey	\$14,012.50	\$0.00	\$0.00	\$14,012.50	\$14,012.50	\$0.00	\$0.00	\$14,012.50	\$0.00
6.3	Geotechnical	\$16,325.96	\$0.00	\$0.00	\$16,325.96	\$11,504.86	\$4,821.10	\$0.00	\$16,325.96	\$0.00
6.4	Hydraulics	\$25,495.26	\$0.00	\$0.00	\$25,495.26	\$25,495.26	\$0.00	\$0.00	\$25,495.26	\$0.00
<b>6.5</b>	<b>Civil</b>	<b>\$131,603.62</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$131,603.62</b>	<b>\$124,568.79</b>	<b>\$7,034.83</b>	<b>\$0.00</b>	<b>\$131,603.62</b>	<b>\$0.00</b>
6.5.1	Roadway Geometry	\$89,976.90	\$0.00	\$0.00	\$89,976.90	\$90,056.44	(\$79.54)	\$0.00	\$89,976.90	\$0.00
6.5.2	Traffic Control	\$6,059.88	\$0.00	\$0.00	\$6,059.88	\$6,059.88	\$0.00	\$0.00	\$6,059.88	\$0.00
6.5.3	Erosion Control	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.5.4	Storm Water	\$35,566.84	\$0.00	\$0.00	\$35,566.84	\$28,452.47	\$7,114.37	\$0.00	\$35,566.84	\$0.00
6.6	Bridge	\$73,563.33	\$0.00	\$0.00	\$73,563.33	\$73,563.33	\$0.00	\$0.00	\$73,563.33	\$0.00
6.7	Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.8	Architecture and Simulations	\$55,641.10	\$0.00	\$0.00	\$55,641.10	\$55,641.10	\$0.00	\$0.00	\$55,641.10	\$0.00
6.9	Cost Estimating	\$2,985.68	\$0.00	\$0.00	\$2,985.68	\$892.90	\$2,092.78	\$0.00	\$2,985.68	\$0.00
<b>6.10</b>	<b>Project Cost Estimate Revision</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$81,184.00</b>	<b>\$81,184.00</b>	<b>\$81,184.00</b>
6.10.1	PCE Scoping & Assumptions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,124.00	\$24,124.00	\$24,124.00
6.10.2	PCE Cost Verification	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,379.00	\$40,379.00	\$40,379.00



Exhibit B: Amendment 6

	(a)	(b1)	(b2)	(c)	(d)	(e)	(f)	(g)	(h)
	Amendment 4	Reallocation 5.21.2021	Reallocation 8.25.2021	Total Budget	Spent thru 7/31/2021	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 6)	Reallocation
				(a+b)		(c-d)		(c+f)	(g-c)
6.10.3	PCE Update	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,681.00	\$16,681.00	\$16,681.00
<b>7</b>	<b>Transportation</b>	<b>\$129,168.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$129,168.35</b>	<b>\$129,168.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
7.1	Methodology Memorandum	\$7,785.98	\$0.00	\$0.00	\$7,785.98	\$7,785.98	\$0.00	\$7,785.98	\$0.00
7.2	Data Review and Collection	\$11,308.30	\$0.00	\$0.00	\$11,308.30	\$11,308.30	\$0.00	\$11,308.30	\$0.00
7.3	Existing and Future No Build Conditions Update	\$42,068.26	\$0.00	\$0.00	\$42,068.26	\$42,068.26	\$0.00	\$42,068.26	\$0.00
7.4	Build Alternatives Analysis Update	\$27,668.08	\$0.00	\$0.00	\$27,668.08	\$27,668.08	\$0.00	\$27,668.08	\$0.00
7.5	Transportation Technical Report	\$39,028.48	\$0.00	\$0.00	\$39,028.48	\$39,028.48	\$0.00	\$39,028.48	\$0.00
7.6	Tolling/Revenue Coordination	\$1,309.25	\$0.00	\$0.00	\$1,309.25	\$1,309.25	\$0.00	\$1,309.25	\$0.00
<b>8</b>	<b>Permit Assistance</b>	<b>\$154,560.70</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$154,560.70</b>	<b>\$152,262.44</b>	<b>\$2,298.26</b>	<b>\$0.00</b>	<b>\$0.00</b>
8.1	Permit Plan and Coordination	\$29,166.70	\$0.00	\$0.00	\$29,166.70	\$28,579.71	\$586.99	\$0.00	\$0.00
8.2	In-water Permits for Geotechnical Investigations	\$22,937.38	\$0.00	\$0.00	\$22,937.38	\$22,703.34	\$234.04	\$0.00	\$0.00
8.3	US Coast Guard Permit	\$72,665.38	\$0.00	\$0.00	\$72,665.38	\$72,665.38	\$0.00	\$0.00	\$0.00
8.4	Columbia River Gorge National Scenic Area (NSA) Permit	\$20,357.53	\$0.00	\$0.00	\$20,357.53	\$20,357.53	\$0.00	\$0.00	\$0.00
8.5	U.S. Army Corp of Engineers Permits	\$9,433.71	\$0.00	\$0.00	\$9,433.71	\$7,956.48	\$1,477.23	\$0.00	\$0.00
<b>8.6</b>	<b>Washington State Permits – Reserved</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
8.6.1	Washington State Department of Ecology – Section 401 Water Quality Certification	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.2	Washington State Department of Fish and Wildlife Hydraulic Project Approval	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.3	Department of Natural Resources – Aquatic Land Use Authorization/Easement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.4	Washington State Environmental Policy Act	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>8.7</b>	<b>Oregon State Permits – Reserved</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
8.7.1	Department of State Lands – Removal/Fill Permit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.2	DSL Waterway Authorization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.3	DEQ Water Quality Certification	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.4	NPDES Permit (Not included as Contractor will be responsible applicant)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.8	Washington Local Agency Permits (City of White Salmon)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.9	Oregon Local Agency Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>9</b>	<b>Contract Contingency</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
9.1	2019 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.2	2020-03-11 Contingency Release (Tasks 5.5, 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.3	2020-06-09 Contingency Release (Task 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>9.4</b>	<b>2020 CTC Contingency Release</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
9.4.1	Historic Resources (Residences) FOEs (Task 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.4.2	MOA & Mitigation Plan for Bridge (Task 5.11)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.4.3	Historic Res (RR, TFAS) DOEs/FOEs (Task 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.4.4	Archaeological DOE, FOE, Reporting (Task 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.4.5	Geotechnical Support (Task 6.3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.4.6	SDEIS Additional Draft (Task 5.9)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.4.7	Additional 6 mos Project Mgt (Task 1.1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.4.8	Negotiated Budget Reductions (Tasks 2.9 and 6.8)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>9.5</b>	<b>2021 CTC Contingency Release</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Exhibit B: Amendment 6

		(a)	(b1)	(b2)	(c)	(d)	(e)	(f)	(g)	(h)
		Amendment 4	Reallocation 5.21.2021	Reallocation 8.25.2021	Total Budget	Spent thru 7/31/2021	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 6)	Reallocation
					(a+b)		(c-d)		(c+f)	(g-c)
9.5.0	Amount Remaining from 2020 CTC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.5.1	Archaeological Testing - Add'l Work (Task 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.5.2	Archaeological Testing Analysis (Task 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.5.3	tbd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.5.4	tbd	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task Totals - 1-9</b>		<b>\$3,148,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,148,000.00</b>	<b>\$2,946,509.71</b>	<b>\$201,490.29</b>	<b>\$87,061.00</b>	<b>\$3,235,061.00</b>	<b>\$87,061.00</b>
<b>10</b>	<b>Geotechnical Borings</b>	<b>\$728,832.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$728,832.00</b>	<b>\$0.00</b>	<b>\$728,832.00</b>	<b>\$0.00</b>	<b>\$728,832.00</b>	<b>\$0.00</b>
<b>Task Totals - 1-10</b>		<b>\$3,876,832.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,876,832.00</b>	<b>\$2,946,509.71</b>	<b>\$930,322.29</b>	<b>\$87,061.00</b>	<b>\$3,963,893.00</b>	<b>\$87,061.00</b>

**Hood River Bridge Replacement Project**

Billing Rate Sheet

8/26/2021

WSP USA Inc.

Employee Name	Employee Title	Billing Rate 2018	Billing Rate 2019	Billing Rate 2020	Billing Rate 2021
Angela Findley	Sr Planning Manager	\$201.31	\$236.74	\$245.03	\$253.61
Scott Polzin	Sr Planning Manager	\$190.23	\$196.89	\$203.78	\$210.91
Stuart Bennion	Sr Supv Engineer			\$244.66	\$253.22
Mat Dolata	Supv Engineer	\$176.63	\$182.81	\$189.21	\$195.83
Anne Presentin	Sr Planning Manager			\$228.96	\$236.97

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Office Asst I	\$71.78	\$74.29	\$76.89	\$79.58
	Office Asst II	\$83.21	\$86.12	\$89.13	\$92.25
	Sr Office Asst	\$97.28	\$100.68	\$104.20	\$107.85
	Sr Project Accountant	\$162.12	\$167.79	\$173.66	\$179.74
	Supv Project Accountant	\$191.98	\$198.70	\$205.65	\$212.85
	Asst Engineer	\$97.28	\$100.68	\$104.20	\$107.85
	Engineer I	\$113.28	\$117.24	\$121.34	\$125.59
	Engineer II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Engineer	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Engineer	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Engineer	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Engineer	\$271.11	\$280.60	\$290.42	\$300.58
	Sr Engineering Mgr	\$353.56	\$365.93	\$378.74	\$392.00
	Sr Supv Estimator	\$271.11	\$280.60	\$290.42	\$300.58
	Asst Planner	\$97.28	\$100.68	\$104.20	\$107.85
	Planner I	\$113.28	\$117.24	\$121.34	\$125.59
	Planner II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Planner	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Planner	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Planner	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Planner	\$271.11	\$280.60	\$290.42	\$300.58
	Sr Planning Manager	\$353.56	\$365.93	\$378.74	\$392.00
	Lead Estimator	\$191.98	\$198.70	\$205.65	\$212.85
	Supv Estimator	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Supv Estimator	\$271.11	\$280.60	\$290.42	\$300.58
	Consultant I	\$162.12	\$167.79	\$173.66	\$179.74
	Consultant II	\$191.98	\$198.70	\$205.65	\$212.85
	Consultant III	\$228.52	\$236.52	\$244.80	\$253.37
	Principal Consultant I	\$271.11	\$280.60	\$290.42	\$300.58
	Principal Consultant II	\$353.56	\$365.93	\$378.74	\$392.00
	Technical Specialist III	\$162.12	\$167.79	\$173.66	\$179.74
	Sr Technical Specialist	\$191.98	\$198.70	\$205.65	\$212.85
	Prin Technical Specialist	\$228.52	\$236.52	\$244.80	\$253.37
	Sr Prin Technical Specialist	\$271.11	\$280.60	\$290.42	\$300.58
	CADD Operator II	\$83.21	\$86.12	\$89.13	\$92.25
	CADD Operator III	\$97.28	\$100.68	\$104.20	\$107.85
	Sr CADD Operator I	\$113.28	\$117.24	\$121.34	\$125.59
	Sr CADD Operator II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr CADD Operator III	\$162.12	\$167.79	\$173.66	\$179.74
	Sr CADD Designer I	\$113.28	\$117.24	\$121.34	\$125.59
	Sr CADD Designer II	\$132.46	\$137.10	\$141.90	\$146.87
	Sr CADD Designer III	\$162.12	\$167.79	\$173.66	\$179.74
	Computer Graphics Specialist I	\$83.21	\$86.12	\$89.13	\$92.25
	Computer Graphics Specialist II	\$97.28	\$100.68	\$104.20	\$107.85
	Computer Graphics Specialist III	\$113.28	\$117.24	\$121.34	\$125.59
	Computer Graphics Specialist IV	\$132.46	\$137.10	\$141.90	\$146.87
	Sr Computer Graphics Specialist	\$162.12	\$167.79	\$173.66	\$179.74
	Lead Computer Graphics Specialist	\$191.98	\$198.70	\$205.65	\$212.85
	Marketing Assistant I	\$83.21	\$86.12	\$89.13	\$92.25
	Marketing Assistant III	\$113.28	\$117.24	\$121.34	\$125.59
	Mkt Specialist	\$162.12	\$167.79	\$173.66	\$179.74
	Mgr Business Dev Sup	\$191.98	\$198.70	\$205.65	\$212.85
	Asst Architect	\$97.28	\$100.68	\$104.20	\$107.85
	Architect I	\$113.28	\$117.24	\$121.34	\$125.59

## Hood River Bridge Replacement Project

### Billing Rate Sheet

8/26/2021

Architect II	\$132.46	\$137.10	\$141.90	\$146.87
Sr Architect	\$162.12	\$167.79	\$173.66	\$179.74
Lead Architect	\$191.98	\$198.70	\$205.65	\$212.85
Supv Architect	\$228.52	\$236.52	\$244.80	\$253.37
Sr Supv Architect	\$271.11	\$280.60	\$290.42	\$300.58
Sr Architectural Mgr	\$353.56	\$365.93	\$378.74	\$392.00
Asst Environmental Scientist	\$97.28	\$100.68	\$104.20	\$107.85
Environmental Scientist I	\$113.28	\$117.24	\$121.34	\$125.59
Environmental Scientist II	\$132.46	\$137.10	\$141.90	\$146.87
Sr Environmental Scientist	\$162.12	\$167.79	\$173.66	\$179.74
Lead Environmental Scientist	\$191.98	\$198.70	\$205.65	\$212.85
Supv Environmental Scientist	\$228.52	\$236.52	\$244.80	\$253.37
Sr Supv Environmental Scientist	\$271.11	\$280.60	\$290.42	\$300.58
CADD Supv I	\$132.46	\$137.10	\$141.90	\$146.87
Intern II	\$83.21	\$86.12	\$89.13	\$92.25

### AECOM Technical Services, Inc.

	<b>Classification (Max Rate)</b>	<b>Max Billing Rate 2020</b>
	Senior Architectural Historian	\$156.85
	Senior Architectural Historian	\$105.40
	Architectural Historian	\$64.42
	Architectural Historian	\$91.80
	GIS	\$95.40
	Technical Editor	\$106.18
	Project Controls	\$76.59

# Hood River Bridge Replacement Project

Billing Rate Sheet

8/26/2021

Aqua Terra Cultural Resource Consultants, LLC

	<b>Classification (Max Rate)</b>	<b>Max Billing Rate 2018</b>	<b>Max Billing Rate 2019</b>	<b>Max Billing Rate 2020</b>	<b>Max Billing Rate 2021</b>
	Principal	\$125.00	\$129.38	\$133.91	\$138.60
	Senior Archaeologist	\$96.00	\$99.36	\$102.84	\$106.44
	Project Archaeologist	\$85.00	\$87.98	\$91.06	\$94.25
	Architectural Historian	\$96.00	\$99.36	\$102.84	\$106.44
	CR Technician I	\$75.00	\$77.63	\$80.35	\$83.16
	CR Technician II	\$78.00	\$80.73	\$83.56	\$86.48
	Administrative	\$75.00	\$77.63	\$80.35	\$83.16

## Hood River Bridge Replacement Project

Billing Rate Sheet

8/26/2021

Envirolssues, Inc.

	<b>Classification (Max Rate)</b>	<b>Max Billing Rate 2018</b>	<b>Max Billing Rate 2019</b>	<b>Max Billing Rate 2020</b>	<b>Max Billing Rate 2021</b>
	Project Coordinator	\$81.85	\$84.71	\$87.67	\$90.74
	Business Development Coordinator	\$81.85	\$84.71	\$87.67	\$90.74
	Business Development Associate	\$96.46	\$99.84	\$103.33	\$106.95
	Associate I	\$96.46	\$99.84	\$103.33	\$106.95
	Associate II	\$122.77	\$127.07	\$131.52	\$136.12
	Associate III	\$154.92	\$160.34	\$165.95	\$171.76
	Graphic Designer	\$81.85	\$84.71	\$87.67	\$90.74
	Graphic Designer I	\$96.46	\$99.84	\$103.33	\$106.95
	Graphic Designer II	\$122.77	\$127.07	\$131.52	\$136.12
	Graphic Designer III	\$154.92	\$160.34	\$165.95	\$171.76
	Information Systems	\$81.85	\$84.71	\$87.67	\$90.74
	Information Systems Associate I	\$96.46	\$99.84	\$103.33	\$106.95
	Information Systems Associate II	\$122.77	\$127.07	\$131.52	\$136.12
	Information Systems Associate III	\$154.92	\$160.34	\$165.95	\$171.76
	Senior Associate	\$195.85	\$202.70	\$209.79	\$217.13

Exeltech Consulting, Inc.

	<b>Classification (Max Rate)</b>	<b>Max Billing Rate 2018</b>	<b>Max Billing Rate 2019</b>	<b>Max Billing Rate 2020</b>	<b>Max Billing Rate 2021</b>
	President	\$230.00	\$238.05	\$246.38	\$255.00
	Bridge Program Manager	\$170.00	\$175.95	\$182.11	\$188.48
	Senior Project Engineer	\$167.00	\$172.85	\$178.90	\$185.16
	Project Manager	\$157.00	\$162.50	\$168.19	\$174.08
	Senior Bridge Engineer	\$132.00	\$136.62	\$141.40	\$146.35
	EIT	\$83.00	\$85.91	\$88.92	\$92.03
	Senior Detailer	\$85.00	\$87.98	\$91.06	\$94.25
	Detailer	\$64.00	\$66.24	\$68.56	\$70.96
	Documentation Assistant	\$85.00	\$87.98	\$91.06	\$94.25

Foundation Engineering, Inc.

\*Audited OH Rate increase effective 6/1/19

	<b>Classification (Max Rate)</b>	<b>Max Billing Rate 2018</b>	<b>Max Billing Rate 2019</b>	<b>Max Billing Rate 2020</b>	<b>Max Billing Rate 2021</b>
	Principal Engineer	\$202.70	\$222.31	\$230.09	\$238.14
	Senior Engineer	\$167.95	\$185.36	\$191.85	\$198.56
	Project Engineer	\$108.59	\$119.09	\$123.26	\$127.57
	Project Geologist	\$103.29	\$115.85	\$119.90	\$124.10
	Staff Engineer	\$94.66	\$103.83	\$107.46	\$111.22
	Clerical	\$97.44	\$106.86	\$110.60	\$114.47

# Hood River Bridge Replacement Project

Billing Rate Sheet

8/26/2021

HPR

	<b>Classification (Max Rate)</b>	<b>Max Billing Rate 2018</b>	<b>Max Billing Rate 2019</b>	<b>Max Billing Rate 2020</b>	<b>Max Billing Rate 2021</b>
	Senior Principal	\$225.00	\$232.88	\$241.03	\$249.47
	Senior Bridge Engineer	\$200.00	\$207.00	\$214.25	\$221.75
	Structural Manager	\$175.00	\$181.13	\$187.47	\$194.03
	Project Manager	\$190.00	\$196.65	\$203.53	\$210.65
	Project Engineer	\$175.00	\$181.13	\$187.47	\$194.03
	Construction Manager	\$175.00	\$181.13	\$187.47	\$194.03
	Senior Scientist	\$160.00	\$165.60	\$171.40	\$177.40
	Civil Engineer	\$150.00	\$155.25	\$160.68	\$166.30
	Structural Engineer	\$140.00	\$144.90	\$149.97	\$155.22
	Senior Planner	\$150.00	\$155.25	\$160.68	\$166.30
	Senior Landscape Architect	\$150.00	\$155.25	\$160.68	\$166.30
	Landscape Architect	\$130.00	\$134.55	\$139.26	\$144.13
	Quality Control Engineer	\$190.00	\$196.65	\$203.53	\$210.65
	Senior Civil Designer	\$150.00	\$155.25	\$160.68	\$166.30
	Planner	\$125.00	\$129.38	\$133.91	\$138.60
	Civil Designer	\$125.00	\$129.38	\$133.91	\$138.60
	Structural Designer	\$125.00	\$129.38	\$133.91	\$138.60
	Inspector	\$110.00	\$113.85	\$117.83	\$121.95
	BIM Specialist	\$130.00	\$134.55	\$139.26	\$144.13
	Landscape Designer	\$105.00	\$108.68	\$112.48	\$116.42
	Scientist	\$100.00	\$103.50	\$107.12	\$110.87
	Assistant Planner	\$95.00	\$98.33	\$101.77	\$105.33
	CAD Technician	\$105.00	\$108.68	\$112.48	\$116.42
	CAD Technician II	\$85.00	\$87.98	\$91.06	\$94.25
	Survey Manager	\$170.00	\$175.95	\$182.11	\$188.48
	Project Surveyor	\$150.00	\$155.25	\$160.68	\$166.30
	Survey Technician	\$110.00	\$113.85	\$117.83	\$121.95
	Survey Crew (Crew Chief)	\$120.00	\$124.20	\$128.55	\$133.05
	Survey Crew (Instrument Person)	\$80.00	\$82.80	\$85.70	\$88.70
	Senior Clerical	\$125.00	\$129.38	\$133.91	\$138.60
	Graphics Artist	\$125.00	\$129.38	\$133.91	\$138.60
	Clerical	\$90.00	\$93.15	\$96.41	\$99.78

## Marianne Zarkin Landscape Architect LLC

<b>Employee Name</b>	<b>Employee Title</b>	<b>Max Billing Rate 2018</b>	<b>Max Billing Rate 2019</b>	<b>Max Billing Rate 2020</b>	<b>Max Billing Rate 2021</b>
Marianne Zarkin	Principal Landscape Architect	\$140.00	\$144.90	\$149.97	\$155.22
LA Staff	Landscape Architect	\$110.00	\$113.85	\$117.83	\$121.95
LA Admin	LA Admin	\$75.00	\$77.63	\$80.35	\$83.16

## Willamette Cultural Resources Associates, LTD.

	<b>Classification (Max Rate)</b>	<b>Max Billing Rate 2020</b>
	Project Manager	\$133.91
	Principal Investigator	\$119.03
	Field Director	\$92.25
	Anthropologist	\$98.20
	Researcher	\$86.30
	Project Assistant	\$65.47
	Field Archaeologist	\$59.52
	Crew Chief	\$74.40
	Technical Editor	\$89.27
	Lithic Analyst	\$133.91
	Historic/Faunal Analyst	\$89.27
	Laboratory Director	\$119.03

## Hood River Bridge Replacement Project

### Billing Rate Sheet

8/26/2021

	Laboratory Archaeologist	\$80.35
	GIS Specialist	\$89.27

Northwest Hydro, Inc.

Employee Name	Employee Title	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
James Glaeser	Hydrographer	\$105.00	\$108.68	\$112.48	\$116.42
Field Staff	2 staff crew w/ vessel	\$225.00	\$232.88	\$241.03	\$249.47