

PORT OF HOOD RIVER PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is between the Port of Hood River (Port or Owner), and:

Company	<u>WSP USA Inc.</u>	Contract #	<u>2018-01</u>
Address	<u>851 SW Sixth Ave., Ste. 1600</u>	PCA Project/Phase	<u>n/a</u>
City, State Zip	<u>Portland, OR 97204</u>		<u>n/a</u>
Phone	<u>503-417-9355</u>	Fax #	<u>n/a</u>

(the "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

Hood River Bridge Replacement Environmental Studies, Design and Permit Assistance

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Port approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on January 31, 2021. Generally, the Services to be performed by Consultant on the Project consist of the following (the "Services"):

Production and management of public involvement, coordination with other client contractors, environmental studies, engineering studies, transportation studies and permit assistance related to obtaining a Record of Decision for a Final Environmental Impact Statement.

The Services are more specifically described in the **EXHIBIT A, Statement of Work**. Owner agrees to pay Consultant a sum not to exceed **\$3,148,000** for performance of the Services, which shall include all allowable expenses. Progress payments shall be made in accordance with **EXHIBIT B, Consultant Compensation**.

This Contract consists of these introductory provisions and the signature page(s), Section 1-Relationship of the Parties, Section 2-Consultant's Responsibilities; Representations and Warranties, Section 3-Responsibilities of Owner; Special Contract Provisions, Section 4-General Contract Provisions and the following exhibits attached hereto and incorporated herein by this reference:

EXHIBIT A: Statement of Work
EXHIBIT B: Consultant Compensation
EXHIBIT C: Insurance Provisions
EXHIBIT D: Special Contract Provisions

EXHIBIT E: Critical Date Schedule
EXHIBIT F: Rate Schedule
EXHIBIT G: Assumptions and Exclusions

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTERS ADDRESSED HEREIN. THE TERMS OF THIS CONTRACT CANNOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED PORT APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION OR AMENDMENT SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. CONSULTANT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ALL OF THIS CONTRACT'S TERMS AND CONDITIONS. THIS CONTRACT, AND ANY AMENDMENTS TO IT, MAY BE EXECUTED IN COUNTERPARTS (EACH OF WHICH SHALL BE AN ORIGINAL AND ALL OF WHICH SHALL CONSTITUTE BUT ONE AND THE SAME INSTRUMENT) OR IN MULTIPLE ORIGINALS. A FAXED FORM OF THIS CONTRACT OR ANY AMENDMENT THERETO, EXECUTED BY ONE OR MORE OF THE PARTIES, WILL CONSTITUTE A COUNTERPART HEREOF, AS LONG AS THE COUNTERPART BEARING THE PARTY'S ORIGINAL SIGNATURE IS PROMPTLY TRANSMITTED TO THE OTHER PARTY AND RECEIVED BY THAT PARTY FORTHWITH.

1. RELATIONSHIP OF THE PARTIES

1.1. Consultant shall provide the Services for the Project in accordance with the terms and conditions of this Contract. Consultant's performance of Services shall be as a professional consultant to Owner to carry out the Project and to provide the technical documents and supervision to achieve Owner's Project objectives.

1.2. In administering this Contract, Owner may retain the services of an independent project manager and other consultants as needed to fulfill Owner's objectives.

1.3. Consultant shall provide a list of all sub-consultants which Consultant intends to utilize on the Project (the "Sub-consultants"). This list shall include such information on the qualifications of the Sub-consultants as may be requested by Owner. Owner reserves the right to review the Sub-consultants proposed. Consultant shall not retain a Sub-consultant to which Owner has a reasonable objection.

1.4. Consultant acknowledges that this Contract was awarded on the basis of the unique background and abilities of the key personnel of Consultant and Sub-consultants identified by Consultant (collectively, the "Key Personnel" and individually, the "Key Person"). Therefore, Consultant shall make available Key Personnel as identified in its proposal. Consultant shall provide to Owner a list of the proposed Key Personnel to be assigned to the Project. This list shall include such information on the professional background of each Key Person as may be requested by Owner. If any Key Person becomes unavailable to Consultant, the Parties shall mutually agree upon an appropriate replacement. Without prior notice to, and the written consent of, Owner, Consultant shall not: (i) re-assign or transfer any Key Person to other duties or positions so that the Key Person is unable to fully perform his or her responsibilities under the Contract; (ii) allow any Key Person to delegate to anyone his or her performance of any management authority or other responsibility required under the Contract; or (iii) substitute any Key Person. Any of these actions shall constitute a material breach of the Contract. Consultant shall remove any individual or Sub-consultant from the Project if so directed by Owner in writing following discussion with Consultant, provided that Consultant shall have a reasonable time period within which to find a suitable replacement.

2. CONSULTANT'S RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

2.1. Consultant agrees that:

2.1.1. The phrase "Standard of Care" that is used in this Contract is defined as follows: the same professional skill, care, diligence and standards as other professionals performing similar services under similar conditions (the "Standard of Care");

2.1.2. Consultant shall perform all Services in accordance

with the Standard of Care;

2.1.3. Consultant shall prepare, in accordance with the Standard of Care, all drawings, specifications, deliverables and other documents so that they accurately reflect, fully comply with and incorporate all applicable laws, rules, and regulations, and so that they are complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of Consultant;

2.1.4. Consultant shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, specifications, deliverables and other documents prepared by Consultant at no additional cost to Owner;

2.1.5. Owner's review or acceptance of documents shall not be deemed as approval of the adequacy of the drawings, specifications, deliverables and other documents. Any review or acceptance by Owner will not relieve Consultant of any responsibility for complying with the Standard of Care;

2.1.6. Except as provided in Supplemental Services addressed within **Exhibits A and B**, Consultant shall, at no additional cost to Owner, render assistance to Owner in resolving problems or other issues relating to the Project design or to specified materials;

2.1.7. During the term of the Contract, Consultant shall obtain, hold, maintain and fully pay for all licenses and permits required by law for Consultant to conduct its business and perform the Services. During the term of the Contract, Owner shall pay for and Consultant shall obtain, hold and maintain all licenses and permits required for the Project, unless otherwise specified in the Contract. Consultant shall review the Project site and the nature of the Services and advise Owner throughout the course of the Project as to the necessity of obtaining all Project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses; and

2.1.8. Consultant shall pay all Sub-consultants and other subcontractors as required by Consultant's contracts with those Sub-consultants and subcontractors. Consultant agrees that Owner has no direct or indirect contractual obligation or other legal duty whatsoever to pay the Sub-consultants and other subcontractors of Consultant or otherwise ensure that Consultant makes full and timely payment to those Sub-consultants and subcontractors for services performed on the Project.

2.2. Consultant represents to Owner that:

2.2.1. Consultant has the power and authority to enter into and perform this Contract; the persons executing this Contract on behalf of Consultant have the actual authority to bind Consultant to the terms of this Contract;

2.2.2. When executed and delivered, this Contract shall be

a valid and binding obligation of Consultant enforceable in accordance with its terms; the provisions of this Contract do not conflict with or result in a default under any agreement or other instrument binding upon Consultant and do not result in a violation of any law, regulation, court decree or court order or other legal process applicable to Consultant;

2.2.3. Consultant shall, at all times during the term of this Contract, be duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, be duly qualified and competent;

2.2.4. Consultant is an experienced firm having the skill, legal capacity, and professional ability necessary to perform all the Services required under this Contract and to design and administer a project having the scope and complexity of the Project;

2.2.5. Consultant has the capabilities and resources necessary to perform Consultant's obligations under this Contract;

2.2.6. Consultant is, or shall become, in a manner consistent with the Standard of Care, familiar with all current laws, rules, and regulations which are applicable to the design and construction of the Project;

2.2.7. All Services shall be performed in accordance with the Standard of Care; and

2.2.8. [Intentionally Blank].

2.2.9. The published specifications of the "Automated Systems" that Consultant has specified, designated and planned pursuant to this Contract conform to the Contract requirements. For the purposes of this subsection, "Automated Systems" shall mean any computers, software, firmware, HVAC systems, elevators, electrical systems, fire or life safety systems, security systems and any other electrical, mechanized or computerized devices serving the Project.

2.3. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract or at law.

3. RESPONSIBILITIES OF OWNER; SPECIAL CONTRACT PROVISIONS

Owner's responsibilities under this Contract, and certain additional responsibilities of Consultant, are set forth in **Exhibit D-Special Contract Provisions**.

4. GENERAL CONTRACT PROVISIONS

4.1. Contract Performance. Consultant shall at all times perform the Services diligently and without delay and shall punctually fulfill all Contract requirements consistent with the schedule for the performance of

Services set forth in **Exhibits A and E**. Expiration or termination of the Contract shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance. **Time is of the essence in the performance of this Contract.**

4.2. Access to Records. For not less than three (3) years after the Contract's expiration or termination, Owner, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant and the Sub-consultants which pertain to the Contract for the purpose of making audits, examination, excerpts, and transcripts. If, for any reason, any part of this Contract, any Project-related consultant contract or any Project-related construction contract(s) is involved in litigation, Consultant shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Consultant shall provide Owner and the other entities referenced above with full access to these records in preparation for and during litigation.

4.3. Funds Available and Authorized. Owner reasonably believes as of the Effective Date that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within Owner's appropriation or limitation. Consultant understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly, or other funding authority including self-generated funds, appropriations or other funds sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

4.4. Insurance. Consultant shall maintain in effect for the duration of this Contract, or any other time periods required herein, the insurance set forth in **Exhibit C-Insurance Provisions**.

4.5 Indemnity.

4.5.1. CLAIMS FOR OTHER THAN PROFESSIONAL LIABILITY. CONSULTANT SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF OREGON AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES UNDER THIS CONTRACT.

4.5.2. CLAIMS FOR PROFESSIONAL LIABILITY.

CONSULTANT SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF OREGON AND OWNER, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF WHATSOEVER NATURE ARISING OUT OF THE PROFESSIONALLY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT OR ITS SUB-CONSULTANTS, SUBCONTRACTORS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS CONTRACT.

4.5.3. [Intentionally Blank].

4.5.4. Owner's Actions. This Section 4.5 does not include indemnification by Consultant of the State of Oregon or Owner or their officers, agents, and employees, for the acts or omissions of the State of Oregon, Owner or their officers, agents, and employees, whether within the scope of the Contract or otherwise.

4.6. Consultant's Status.

4.6.1. Consultant shall perform all Services as an independent contractor. Although Owner reserves the right to set the delivery schedule for the Services to be performed and to evaluate the quality of the completed performance, Owner cannot and will not control the means and manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant, Consultant's employees and the Sub-consultants are not "officers, employees, or agents" of the State of Oregon or Owner, as those terms are used in ORS 30.265.

4.6.2. Consultant shall not have control or charge of, and shall not be responsible for, the acts or omissions of other consultants or contractors under contract with Owner who are performing services or construction work on the Project. However, this provision does not in any way change Consultant's professional responsibility to report to Owner any information, including information on the performance of consultants or contractors outside the control or charge of Consultant, concerning activities or conditions that have or could have an adverse effect on Owner or the Project.

4.6.3. Consultant is not a contributing member of the Public Employee's Retirement System and will be responsible for any federal, state or other taxes applicable to any compensation or payments paid to Consultant under this Contract. Consultant will not be eligible for any benefits from any payments made under this Contract for federal Social Security, unemployment insurance, or worker's compensation, except as a self-employed individual. If any payment under this Contract is to be charged against federal funds, Consultant certifies that it is not currently employed by the federal government.

4.7. Successors & Assignments. The provisions of this Contract shall be binding upon and shall inure to the

benefit of the Parties and their respective successors and assigns. After the original Contract is executed, Consultant shall not enter into any Sub-consultant agreements for any of the Services or assign or transfer any of its interest in this Contract, without the prior written consent of Owner.

4.8. Compliance with Applicable Law. Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Services. Owner's performance under this Contract is conditioned upon Consultant's compliance with the provisions of ORS 279C.505, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference. Consultant, the Sub-consultants, if any, and all employers providing Services, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017.

4.9. Governing Law; Jurisdiction; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and Consultant that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this "Governing Law; Jurisdiction; Venue" section be construed as a waiver by the State of Oregon or Owner of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. CONSULTANT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

4.10. Tax Compliance Certification.

4.10.1. By signature on this Contract, the undersigned certifies under penalty of perjury that the undersigned is authorized to act on behalf of Consultant and that Consultant is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws.

4.10.2. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

4.11. Severability. The Parties agree that if any term or

provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

4.12. Force Majeure. Neither party shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to fire, riot, acts of God, terrorist acts or war where such cause was beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

4.13. Waiver. The failure of Owner to enforce any provision of this Contract shall not constitute a waiver by Owner of that or any other provision.

4.14. Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against Owner or Consultant. Consultant's Services under this Contract shall be performed solely for Owner's benefit and no other entity or person shall have any claim against Consultant because of this Contract for the performance or nonperformance of Services hereunder.

4.15. Ownership of Work Product; Confidentiality.

4.15.1. Definitions. As used in this Contract, the following terms have the meanings set forth below:

a. "Consultant Intellectual Property" means any intellectual property that is owned by Consultant and developed independently from this Contract and that is applicable to the Services or included in the Work Product.

b. "Third Party Intellectual Property" means any intellectual property that is owned by parties other than Owner or Consultant and that is applicable to the Services or included in the Work Product.

c. "Work Product" means the Services Consultant delivers or is required to deliver to Owner under this Contract. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

4.15.2. Work Product. Except as provided in Sections 4.15.3 and 4.15.4, all Work Product created by Consultant pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of Owner. Owner

and Consultant agree that such original works of authorship are "work made for hire" of which Owner is the author within the meaning of the United States Copyright Act. To the extent that Owner is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to Owner any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Owner's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Owner. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

4.15.3. Consultant Intellectual Property. In the event that Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use Consultant Intellectual Property, for the purposes described in this Contract.

4.15.4. Third Party Intellectual Property. In the event that Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on Owner's behalf and in the name of Owner, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of Owner to authorize contractors, consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.

4.15.5. Consultant Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of Owner to authorize contractors, consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Contract.

4.15.6. Third Party Intellectual Property-Derivative Work. In the event that Work Product created by Consultant under this Contract is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Consultant shall secure on Owner's behalf and in the name of Owner an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract

Work Product, including the right to authorize contractors, consultants and others to use the pre-existing elements of the Third Party Intellectual Property employed in a Contract Work Product, for the purposes described in this Contract.

4.15.7. Limited Owner Indemnity. To the extent permitted by the Oregon Constitution, Article XI, Section 7, and by the Oregon Tort Claims Act, ORS 30.260 through 30.397, Consultant shall be indemnified and held harmless by Owner from liability arising out of re-use or alteration of the Work Product by Owner which was not specifically contemplated and agreed to by the Parties in this Contract or under separate contract.

4.15.8. Consultant Use of Work Product. Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on other, unrelated projects.

4.15.9. Confidential Information. Consultant acknowledges that it or its employees, Sub-consultants, subcontractors or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of Owner or Owner's clients. Any and all information provided by Owner and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-consultants, subcontractors or agents in the performance of this Contract shall be deemed to be confidential information of Owner ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that Owner designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by Owner to others without restrictions similar to those imposed by this Contract; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (d) is obtained from a source other than Owner without the obligation of confidentiality; (e) is disclosed with the written consent of Owner; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

4.15.10. Non-Disclosure. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to Owner under this Contract, and to advise each of its employees, Sub-consultants, subcontractors and agents of their obligations

to keep Confidential Information confidential. Consultant shall use its best efforts to assist Owner in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise Owner immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and Consultant will at its expense cooperate with Owner in seeking injunctive or other equitable relief in the name of Owner or Consultant against any such person. Consultant agrees that, except as directed by Owner, Consultant will not at any time during or after the term of this Contract disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Owner's request, Consultant will turn over to Owner all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

4.15.11. Injunctive Relief. Consultant acknowledges that breach of this Section 4.15, including disclosure of any Confidential Information, will give rise to irreparable injury to Owner that is inadequately compensable in damages. Accordingly, Owner may seek and obtain injunctive relief against the breach or threatened breach of this Section 4.15, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Owner and are reasonable in scope and content.

4.15.12. Publicity. Consultant agrees that news releases and other publicity relating to the subject of this Contract will be made only with the prior written consent of Owner.

4.15.13. Security. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of Owner when using, having access to, or creating systems for any of Owner's computers, data, systems, personnel, or other information resources.

4.16. Termination.

4.16.1. Parties Right to Terminate by Agreement. This Contract may be terminated at any time, in whole or in part, by written mutual consent of the Parties.

4.16.2. Owner's Right to Terminate for Convenience. Owner may, at its sole discretion, terminate this Contract, in whole or in part, by written notice to Consultant specifying the termination date of the Contract.

4.16.3. Owner's Right to Terminate for Cause. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

4.16.3.1. Owner lacks lawful funding, appropriations,

limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;

4.16.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;

4.16.3.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or

4.16.3.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

4.16.4. Cessation of Services. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, Consultant shall immediately cease all activities related to the Services or the Project.

4.16.5. Consultant's Right to Terminate for Cause.

4.16.5.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within forty-five (45) calendar days after receiving written notice from Consultant of such failure.

4.16.5.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

4.16.6. Delivery of Work Product/Retained Remedies of Owner. As directed by Owner, Consultant shall, upon termination, promptly deliver to Owner all documents, information, works in progress and other property that are deliverables or would be deliverables if the Contract had been completed. By Consultant's signature on this Contract, Consultant allows Owner to use Work Product and other property for Owner's intended use. The rights and remedies of Owner provided in this Section 4.16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4.16.7. Payment upon Termination.

4.16.7.1. In the event of termination pursuant to Sections 4.16.1, 4.16.2, 4.16.3.1, 4.16.3.2 or 4.16.5, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Services multiplied by the percentage of Services completed and accepted by Owner plus Consultant's reasonable Contract close-out costs, less previous amounts paid and any claim(s) which Owner has against Consultant, except in the event of a termination under Section 4.16.3.1, where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium, consistent with Section 4.3. Within thirty (30) days after termination, Consultant shall submit an itemized invoice for all un-reimbursed Services completed before termination and all Contract close-out costs actually incurred by Consultant. Owner shall not be obligated to pay for any such costs invoiced to and received by Owner later than thirty (30) days after termination. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall promptly refund any excess amount upon demand.

4.16.7.2. In the event of termination pursuant to Sections 4.16.3.3 or 4.16.3.4, Owner shall have any remedy available to it in law or equity. Such remedies may be pursued separately, collectively or in any order whatsoever. If it is determined for any reason that Consultant was not in default under Sections 4.16.3.3 or 4.16.3.4, the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 4.16.2.

4.17. **Foreign Contractor.** If Consultant is not domiciled in or registered to do business in the State of Oregon as of the Effective Date, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State's Corporation Division all information required by those agencies relative to this Contract. Consultant shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to executing this Contract.

4.18. **Notice.** Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mail, postage prepaid, to Consultant or Owner at the address or number set forth on Exhibit A, or to such other address or number as either party may provide pursuant to this "Notice" section. Any notice delivered by mail shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when the transmitting machine generates a receipt of the transmission. To be effective against Owner, any facsimile communication or notice must be confirmed by telephone notice to Owner's Representative for the Project as indicated in Exhibit A and shall not be deemed to be given until such confirmation is completed. Any notice by personal delivery shall be deemed to be given when actually delivered. Regular, day-to-day communications between the Parties may be transmitted through one of the methods set forth above, in person, by telephone, by e-mail, or by other similar electronic transmission.

4.19. Media Contacts; Confidentiality. Consultant shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization.

4.20. Conflict of Interest. Except with Owner's prior written consent, Consultant shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear to, compromise Consultant's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

Exhibits A through G are attached.

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

Final Statement of Work

July 16, 2018



Contents

1. PROJECT MANAGEMENT.....	4
1.1. Project Management and Coordination.....	4
1.2. Client Progress Meetings.....	4
1.3. Consultant Team Coordination Meetings	5
1.4. Change Control	5
1.5. Risk Management	5
2. Public involvement	5
2.1. Public Involvement Plan and Task Coordination	5
2.2. Stakeholder Interviews.....	6
2.3. Information Material: Media Releases, Fact Sheets, and Newsletters, and Banner	7
2.4. Social Media and Digital Ads.....	7
2.5. Project Website and Online Surveys.....	8
2.6. Bridge Replacement Advisory Committee.....	9
2.7. Stakeholder Working Groups.....	9
2.8. Public Open Houses	9
2.9. Public Comments	10
2.10. Community Outreach Events.....	10
2.11. Environmental Justice Outreach	11
2.12. Status Reports	11
3. Project Delivery Coordination	12
4. Task Reserved.....	12
5. Environmental	12
5.1. Environmental Study Plan and Coordination	12
5.2. Agency Coordination.....	12
5.3. Methodology Memoranda	14
5.4. Technical Report, Technical Memorandum, and Study Updates	15
5.5. ESA Section 7 Compliance	23
5.6. Cultural / NHPA Section 106 Compliance.....	24
5.7. Section 4(f)/Section 6(f)	26
5.8. Draft EIS Re-Evaluation.....	26
5.9. Supplemental Draft EIS.....	27
5.10. Responses to Comments on the 2003 Draft EIS and Supplemental DEIS.....	29

5.11.	Mitigation Plan.....	29
5.12.	Final EIS.....	30
5.13.	Record of Decision, Notice of Availability, and Statute of Limitations.....	31
5.14.	Administrative Record.....	32
6.	Engineering.....	32
6.1.	Engineering Coordination.....	32
6.2.	Land Survey.....	32
6.3.	Geotechnical.....	33
6.4.	Hydraulics.....	35
6.5.	Civil.....	36
6.6.	Bridge.....	38
6.7.	Wind Analysis – Reserved.....	38
6.8.	Architecture and Simulations.....	38
6.9.	Cost Estimating.....	40
7.	Transportation.....	40
7.1.	Methodology Memorandum.....	41
7.2.	Data Review and Collection.....	41
7.3.	Existing and Future No Build Conditions Update.....	42
7.4.	Build Alternatives Analysis Update.....	43
7.5.	Transportation Technical Report.....	43
7.6.	Tolling/Revenue Coordination.....	43
8.	Permit Assistance.....	44
8.1.	Permit Plan and Coordination.....	44
8.2.	In-water Permits for Geotechnical Investigations.....	45
8.3.	US Coast Guard Permit Navigation Survey and Project Initiation Request.....	46
8.4.	Columbia River Gorge National Scenic Area (NSA) Permit Pre-Application Meeting.....	47
8.5.	U.S. Army Corp of Engineers Permits Preliminary Draft Joint Permit Application.....	48
8.6.	Washington State Permits - Reserved.....	50
8.7.	Oregon State Permits – Reserved.....	50
8.8.	Washington Local Agency Permits (City of White Salmon) – Reserved.....	50
8.9.	Oregon Local Agency Permits – Reserved.....	50

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 January 31, 2021 (30 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 State DOT, 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.
- 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 expected to be 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. The NEPA classification is assumed to be 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. This task includes preparation of monthly invoices, progress reports, 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.

Deliverables:

- Monthly progress reports/invoices
- Project schedule and updates
- Project management and quality assurance plan
- Collaboration website

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 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 (20) 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 (2) 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 Port 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 two (2) 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 periodically 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 and SEPA 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.

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

2.1.2. Start-up Communications Activities

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

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, and Banner

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.

Consultant shall prepare artwork for and have a vendor create one (1) vinyl pop-up banner for use at special events and for lobby display.

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.
- Pop-up banner artwork to be produced electronically. Production cost to be included in project budget. Port to be responsible for banner placement.

Deliverables:

- Media releases
- Newsletters (English/Spanish – 4 each version, digital and hard copy)
- Banner artwork
- Vinyl pop-up banner

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 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. Bridge Replacement Advisory Committee

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

Assumptions:

- Port will identify and coordinate the membership of the BRAC.
- Port will be responsible for all facility and food costs at meeting venues and scheduling the meetings.
- Port will prepare meeting summaries.
- The first BRAC meeting will include a chartering session conducted by two (2) facilitators. A BRAC charter will be produced as part of the meeting summary.
- The BRAC 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 ten (10) BRAC meetings are assumed.
- Consultant will prepare the decision log (one (1) page document).

Deliverables:

- Meeting agendas and materials
- BRAC charter
- Meeting decision logs

2.7. Stakeholder Working Groups

Consultant will coordinate with the Port to identify and arrange for stakeholder working groups (SWGs) that are focused on specific topics or stakeholder interests. The Consultant will prepare agendas and meeting materials, facilitate meetings, and produce meeting summaries.

Assumptions:

- Port will be responsible for all facility costs at meeting venues
- SWGs will meet in the Bingen, Hood River, and White Salmon area; meetings are assumed to be two (2) hours in duration. Up to two (2) Consultants will attend each meeting.
- Up to two (2) SWG meetings are assumed.

Deliverables:

- Meeting agendas and materials
- Meeting summaries and decision log

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, Public Involvement Plan) that describes how the Port will accept and respond to comments received, including both general comments received throughout environmental planning and formal comments received on the SDEIS document in the 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 one hundred fifty (150) public comments. Comments will be logged in an MS Excel spreadsheet and responded to, if appropriate.

Assumptions:

- Project comments, responses and activities will be documented and tracked using MS Excel.
- Consultant will document up to one hundred fifty (150) comments.
- Consultant will provide responses for up to forty (40) comments if needed for Port response.

Deliverables:

- Comment Log in MS Excel

2.10. Community Outreach Events

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 seven (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.

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.

2.12. Status Reports

Consultant will prepare up to thirty (30) 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. PROJECT DELIVERY COORDINATION

Consultant will provide support Port's Project Delivery Advisory by preparing project status memoranda that include an overview of key project information associated with the environmental studies, design and permit assistance activities. Consultant will prepare these materials to share with industry representatives interested in subsequent phases of the Project and participate in industry forums and associated one-on-one meetings that are facilitated by the Port or the Port's Project Delivery Advisor. Consultant will prepare post-forum responses to questions received during the forums and one-on-one meetings.

Consultant will prepare a memorandum that identifies additional environmental studies, design and permitting activities that would be required for the project after the Record of Decision is obtained.

Assumptions:

- Consultant will participate in up to one (1) cycle of industry forums and one-on-one meetings held in Hood River; one cycle is assumed to have a duration up to three (3) hours; up to two (2) Consultant staff will attend each forum and one-on-one meetings.
- Up to three (3) one-on-one meetings will be held with each forum.
- Consultant will prepare a Project status memorandum for industry forums.

Deliverables:

- Project status memoranda for industry forum
- Responses to industry forum questions
- Memorandum on post-ROD project status

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.

Deliverables:

- Draft, Revised Draft, and Final Environmental Study Plan

5.2. Agency Coordination

5.2.1. Lead Agency Identification

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.

To memorialize the decisions made, the Consultant will prepare a Draft Lead Agency Memorandum summarizing the coordination efforts, listing the meeting dates and attendees, documenting the decisions made regarding lead agency, cooperating agencies, and participating agencies roles, and confirming the NEPA classification and documentation required to complete the project. The Port will review one draft of the memorandum. Based on the Port's comments, Consultant will prepare a Final Lead Agency Memorandum.

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 two meetings with potential lead agencies will be in person and held in Hood River
- Up to four (4) meetings with potential lead agencies will be held via teleconference
- 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
- Lead Agency Memorandum

5.2.2. Agency Coordination Plan

Consultant will prepare a Draft Agency Coordination Plan. The Port and State DOT 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 bi-annually.

The plan may 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.

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 five bi-annual updates will be made to the Agency Coordination Plan

Deliverables:

- Draft, Revised Draft, and Final Agency Coordination Plan
- Bi-annual Updates to Agency Coordination Plan

5.2.3. Tribal Consultation Plan

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 for FHWA review. Upon receipt of comments from FHWA, Consultant will revise and prepare the Final Tribal Consultation Plan. The Consultant will update the plan bi-annually.

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. The plan will also include a running log of the consultation efforts and a list of all materials distributed and received during tribal consultation efforts.

Assumptions:

- Up to five bi-annual updates will be made to Tribal Consultation Plan

Deliverables:

- Draft, Revised Draft, and Final Tribal Consultation Plan
- Bi-annual Updates to 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 20 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.

Up to two of the meetings will be large group meetings where all agencies are invited. The remaining 18 meetings will be smaller, 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 two (2) large meetings will be up to two hours in duration; meetings will be in Hood River
- 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

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, Technical Memorandum, and Study Updates

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, draft technical memorandum, or draft study 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 the draft technical report, draft technical memorandum, or draft study and prepare a final version of each report, memorandum or study.

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, technical memorandums, and studies.
- 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), so the reports, memoranda, and studies will be updated provide the data necessary to follow this template
- The updated technical reports, memoranda and studies will use the same study area as used in the prior technical work
- NEPA lead agency will not review the draft reports, memorandums, or studies

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:

- Air Quality Technical Memorandum

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:

- Energy Analysis Technical Memorandum

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:

- Fish and Wildlife Elements Technical Report

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:

- Geology and Soils Technical Report

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:

- Hazardous Materials Technical Report

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
- Updating acquisition and relocation data based on current land uses, including estimated number of employees for any displaced businesses
- 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:

- Land Use Technical Report

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:

- Noise Technical Report

5.4.8. Social and Economic

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

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

- 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 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 impact analysis related to traffic diversion, toll rates, changes in user operating costs, congestion related to tolling on the facility or diverted routes, and travel delay costs is not included in this task.
- All census data (decennial and American Community Survey) will be provided at the census block group level

Deliverables:

- Social and Economic Technical Report

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
- Vegetation and Wetland Technical Report

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:

- Visual Technical Report

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:

- Water Quality Technical Report

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:

- Cumulative Impacts Technical Report

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.

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, Revised Draft and Final BA
- Meeting Agendas and Summary Notes

5.6. Cultural / NHPA Section 106 Compliance

5.6.1. Background Research

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).

5.6.2. Establish APE/Tribal Coordination

A project APE memorandum will be developed, describing an area that encompasses all of the proposed horizontal and vertical project impacts. 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 meet with the tribes to discuss Project impacts to cultural resources and fisheries. Consultant will attend up to three (3) meetings, including one (1) meeting with each of the three tribes (Yakama, Umatilla and Warm Springs). Meetings will occur at each tribe's headquarters (Toppenish, WA; Pendleton, OR; and Warm Springs, OR).

5.6.3. Methodology Memorandum

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.

5.6.4. Cultural Resource Survey

The terrestrial cultural resources survey 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.

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.

5.6.5. Resource Forms

Results of the survey will be summarized. One Historic Property Inventory Form for the previously recorded Hood River White Salmon Interstate Bridge will be examined and updated as necessary.

5.6.6. Report

The Consultant 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 and State DOT review. Upon receipt of comment from the Port and State DOT, Consultant 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.

Assumptions:

- 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 the State DOT
- Upon State DOT 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
- Consultant will attend up to one consultation meeting with each relevant tribe, including the Yakama Nation, Confederated Tribes of Warm Springs, Nez Perce and Confederated Tribes of the Umatilla Indian Reservation; up to a total of three (3) tribal meetings would be held in Toppenish, WA; Warm Springs, OR; and Pendleton, OR and up to three (3) Consultants (PM, Cultural Resource Lead, Permit/Fisheries Lead) will attend each meeting. It is assumed that a meeting with the Nez Perce Tribe will be held by teleconference.
- There are no historic sites within the APE that need to be recorded on a new archaeological site or isolate form.
- 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

- If the consulting parties determine that a MOA is required to mitigate adverse effects to the bridge or any previously unknown historic resources, these tasks will be determined under a separate scope as determined by the lead agency

Deliverables:

- APE Memorandum
- Methodology Memorandum
- Cultural Resource Assessment of the Hood River Bridge Project
- Updated Historic Property Inventory Form for the National Register Eligible Hood River Bridge

5.7. Section 4(f)/Section 6(f)

Consultant will update the 2003 Section 4(f) Evaluation to reflect the current environment and will revise the 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 0). A Section 6(f) Evaluation was not prepared in 2003. A potential new waterfront park on the Washington side of the Columbia River may require a Section 6(f) evaluation. This 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)/6(f) Evaluation

5.8. Draft EIS Re-Evaluation

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

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 EIS in compliance with ODOT's 2010 National Environmental Policy Act Environmental Impact Statement Template

(http://www.oregon.gov/ODOT/GeoEnvironmental/Docs_NEPA/EIS_Annotated_Template.pdf). All the technical reports, memoranda, and study updates prepared under Task **Error! Reference source not found.** will serve as the technical basis for the EIS and will be attached as technical appendices or incorporated as sections of the EIS document.

Consultant's activities for preparation of the Supplemental Draft EIS (SDEIS) include:

SDEIS Outline

- Prepare Draft SDEIS outline for the Port, State DOT, and FHWA review
- Incorporate review comments and prepare Final SDEIS outline for Port approval

Administrative Draft #1 SDEIS for the Port and State DOT Technical Review

- Prepare Administrative Draft #1 SDEIS using technical analysis and documentation prepared in Tasks **Error! Reference source not found.** through **Error! Reference source not found.** 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 Irrecoverable Commitment of Resources); Chapter 7 (Comments and Coordination); Chapter 8 (List of Preparers); Chapter 9 (Distribution List); and additional appendices (e.g., glossary)

Administrative Draft #2 for FHWA Division Office Review

- Review comments provided by the Port and State DOT's technical review of the Administrative Draft #1 SDEIS

- Participate in up to one comment resolution meeting with the Port, State DOT, and/or other agencies as needed to resolve comments.
- Revise the SDEIS to address Port and State DOT technical review comments and prepare the Administrative Draft #2
- Provide responses to all review comments

Administrative Draft #3 for FHWA Legal Sufficiency Review

- Review comments provided by FHWA Division Office review of the Administrative Draft #2 SDEIS
- Participate in up to one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the SDEIS to address FHWA Division Office 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 on the Administrative Draft #3 SDEIS
- Participate in up to one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the SDEIS to address FHWA legal sufficiency 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 State DOT 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 25 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 SDEIS
- 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 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
- Consultant will produce up to 20 paper copies and 10 flash drives of the SDEIS for public distribution
- 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 (#1, #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 50 comment submittals with, on average, up to three individual, substantive topics per comment submittal, for a total of 150 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 Plan

Consultant will prepare a detailed mitigation plan that addresses project impacts to environmental and community resources. The plan will document mitigation measures requested by regulatory agencies as well as decisions and assumptions that support those measures. Consultant will perform the following tasks to prepare the mitigation plan:

- Compile and review all mitigation measures identified in the DEIS and the SDEIS to prepare a Draft Mitigation Plan
- Update the Mitigation Plan as coordination with the regulatory agencies occurs throughout the duration of the project, documenting mitigation measures requested by agencies, decisions, and assumptions
- Participate in one agency coordination meeting with the Port, State DOT, and applicable regulatory agencies as identified by the Port and State DOT to confirm mitigation measures and monitoring requirements to be presented in the SDEIS
- Prior to publication of the SDEIS, prepare a Revised Mitigation Plan that addresses comments from the Port and State DOT and incorporates all updates from agency coordination to-date
- Participate in one agency coordination meeting with the Port, State DOT, and applicable regulatory agencies as identified by the Port and State DOT to confirm mitigation measures and monitoring requirements to be presented in the FEIS and ROD
- Prior to publication of the ROD, prepare a Final Mitigation Plan that incorporates changes as a result of agency and public comments received on the FEIS and incorporates all updates from agency coordination to-date

Assumptions:

- The Revised Mitigation Plan would be included as a chapter or an appendix in the SDEIS (Task 5.9) and the Final Mitigation Plan will be included as an attachment to the Record of Decision (Task 7).
- Up to three Consultant staff will attend up to two agency coordination meetings lasting up to two hours each in Hood River

Deliverables:

- Draft Mitigation Plan
- Revised Mitigation Plan (included in SDEIS)
- Final Mitigation Plan (included in ROD)

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. Consultant will perform the following to prepare the Final EIS:

Administrative Draft #1 FEIS for the Port and State DOT Technical Review

- Prepare Administrative Draft #1 FEIS incorporating revisions and new analysis identified during the process of preparing the Response to Comments (Task **Error! Reference source not found.**), and any other additional data updates that become available after publication of the SDEIS

Administrative Draft #2 FEIS for FHWA Division Office Review

- Review comments provided by the Port and State DOT's technical review of the Administrative Draft #1 FEIS
- Participate in up to one comment resolution meeting with the Port, State DOT, and/or other agencies as needed to resolve comments
- Revise the FEIS to address Port and State DOT 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 review of the Administrative Draft #2 FEIS
- Participate in up to 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 Division Office review comments and prepare the Administrative Draft #3 FEIS
- Provide responses to all review comments

Signature-Ready FEIS for the Port, State DOT, and FHWA Signature and Public Distribution

- Review comments provided by FHWA legal sufficiency review on the Administrative Draft #3 FEIS
- Participate in up to 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 a stand-alone document, rather than as an errata sheet, but will utilize as much information prepared for the DEIS and SDEIS as possible
- The Final EIS will follow the same organization as the SDEIS; no outline will be prepared
- Revisions to the Supplemental EIS will not entail new operational and/or environmental impact analyses, or the consideration of new alternatives
- No substantive public comments requiring re-examination of the document and related project files will be received
- A determination about preparing a combined FEIS and Record of Decision will be made by the Port, State DOT, and FHWA prior to beginning this task
- A combined FEIS and ROD will be determined by the Port, State DOT and FHWA; a combined FEIS/ROD would still necessitate the tasks outlined in Tasks **Error! Reference source not found.** and **Error! Reference source not found.**
- The public mailing list will be maintained in Task 2, Public Involvement
- The first Port and State DOT 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 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 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 will coordinate obtaining signatures on the Signature-ready FEIS and no meeting or briefing will be required
- Consultant will produce electronic (PDF) copies of the FEIS for all reviews
- Consultant will produce up to 20 paper copies and 10 flash drives of the FEIS for public distribution
- 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 will be prepared in InDesign. 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. Provide leadership and direction for the Design Standards Group (DSG), as defined below. Facilitate DSG meetings. Develop and distribute meeting notes that include Action item list with dates, tasks, and assignments.

Assumptions:

- The DSG is comprised of WSDOT and ODOT technical staff who have the authority to comment on design standards behalf of their Agencies and reach consensus on this bi-state bridge.
 - Up to three (3) DSG meetings, in Portland.
 - DSG meetings are assumed to be 3 hours in duration (including travel time)
 - The Engineering Lead and/or one (1) additional pertinent staff will attend and facilitate the DSG meetings,
 - The Engineering Lead will arrange for the meeting facility, distribute the meeting announcement, develop and provide agendas and meeting notes.
 - The DSG will start with the existing agreed upon 2010 Bi-state design standards for this bridge and only update as necessary.

Deliverables:

- TAC meeting agenda and meeting notes.

6.2. Land Survey

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. 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, Washington State Plane Coordinate System, South Zone, units in U.S. Survey 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

6.3.1. Subsurface Exploration

Prepare a Geotechnical Exploration Work Plan that describes the anticipated field activities, drilling and sampling procedures, schedule, equipment, and staff. Work plan will consist of drilling borings using a truck mounted rig from a barge mobilized to the site, performance of laboratory testing, and Geotechnical Data Report.

Provide work descriptions as requested by the Environmental team in order to help that group obtain permits (see Task 8.2).

Execute the geotechnical exploration in accordance with the Geotechnical Exploration Work Plan.

Collect, secure, and dispose of drilling-derived waste (soil cuttings, rock cuttings, drilling fluid, ground water) in accordance with applicable standards.

At the project site, the regulated In-Water work window for the Columbia River is November 15 to March 15.

This estimated soil depths from this exploration will serve as the basis of the foundation design (and cost estimate).

Assumptions:

- Notice to Proceed. If a permit is not granted for extending the in-water work window, the project schedule dictates that the design proceeds without soil exploration information.

- No restrictions on 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.
- Four (4) holes will be drilled within the Ordinary Highway Water zone.
- Two (2) holes will be drilled on land (one in Oregon and one in Washington)
- Each borehole will encounter up to 100 feet of soil (alluvium or fill) and up to 50 feet of bedrock.
- In-situ testing of the soil will consist of Standard Penetration Testing at 5 to 10 foot intervals.
- 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.
- Up to 40 moisture content tests will be conducted
- Up to 10 sieve analysis tests will be conducted
- Up to 20 Atterberg Limits tests will be conducted
- Up to 20 fines content tests will be conducted
- Up to 50 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
- Base mapping and topographic/bathymetric data will be provided for incorporation in the geotechnical data report.

Deliverables:

- Geotechnical Exploration Work Plan

6.3.2. Soil Sample Lab Testing

Conduct laboratory testing on selected samples obtained from the geotechnical exploration to determine field classifications and to estimate overall engineering properties.

Deliverables:

- Laboratory testing results for soil samples

6.3.3. Geotechnical Data Report

Prepare a Geotechnical Data Report that contains the findings of the subsurface exploration.

The Report will be prepared and sealed by a geotechnical engineer registered in both Washington and Oregon.

Deliverables:

- Geotechnical Data Report

6.3.4. 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 6.3.3.

Validate the following to the degree commensurate with the amount of geotechnical data gathered:

- Geotechnical aspects of the seismic design criteria for the Hood River Bridge main span and approach spans
- 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 capacity and stiffness for each foundation type and penetration requirements to support the bridge loads.
- Lateral displacement characteristics of selected foundation alternative for each structure and determine lateral load capacity.
- Settlement potential at the abutment fills and provide mitigation alternatives.
- Propensity of seismically-induced liquefaction and provide mitigation alternatives.

Develop quantity estimates pertaining to the foundations for the main span and approach span structures.

Deliverables:

- Foundations Recommendations Technical Memorandum

6.4. Hydraulics

6.4.1. Bridge Hydraulics

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.

Deliverables:

- Bridge Hydraulics Technical Memorandum

6.4.2. Bathymetric Survey

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

Validate the roadway geometry in the Bridge TSL Study and develop a design to determine limits of potential impact. Develop estimate construction limits 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. Identify potential design exceptions in a Design Exception technical memorandum. Submit draft and final versions. Update the draft report with one (1) set of agency comments and submit the Final version.

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 in to Hood River Waterfront Trail.

Assumptions:

- Roadway geometric alignment and profile grade, as established in the Bridge TSL Study, is valid.
- Bicycle and pedestrian facility location, type, size, and compliance with federal guidelines, as established in the Bridge TSL Study, are valid.

Deliverables:

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

6.5.2. Traffic Control

Provide a conceptual maintenance of traffic and construction staging scheme for tie ins at both ends of the bridge. 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. Erosion Control

Analyze overall project surface runoff conditions. Review relevant project documentation and the National Pollution Discharge Elimination System (NPDES) general permit for construction projects.

Describe changes in sedimentation in the Columbia River that might result from activities associated with the project.

Determine the design needs to correct or mitigate potential erosion problems. Identify areas that require mitigation efforts and its respective environmental resource impact.

Deliverables:

- Erosion Control Technical Memorandum

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
- Soils survey data
- Total impervious area/effective impervious area description based on Bridge TSL Study
- Preliminary time of concentration calculations
- Narrative, mathematical and graphical presentation of parameters and selected values to be used in hydrologic/hydraulic modeling.
- Preliminary water quantity/quality strategy
- Preliminary conveyance design description and exhibits

Prepare stormwater management exhibits; plan, profile and details in accordance with the current standards and regulations set forth by WSDOT and ODOT.

Consultant will prepare an ESA Stormwater Design Checklist, using WSDOT's template or similar document, to support the Biological Assessment.

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

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 the TAC.

As requested provide detailed design and construction information and exhibits to support the NEPA process

Assumptions:

- Columbia River Navigation Channel dimensions of 80 feet vertical and 450 feet horizontal will 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.

Deliverables:

- Engineering exhibits to support the NEPA process

6.7. Wind Analysis – Reserved

6.8. Architecture and Simulations

6.8.1. Architectural Concepts

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. Summarize these design precedents and preferences into a Design Precedents memo for review by the Port staff.

Provide up to three (3) draft concepts 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.

Provide materials and concepts board for review by Port staff.

Revise and refine concepts using Port input, and provide architectural concepts information to staff working on Architectural Exhibits (Subtask 6.8.2) for their development of hi-resolution color photo simulations of the architectural concepts.

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.

Based on comments received, advance one (1) architectural concept and develop the final architectural concept for the pedestrian path.

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

Deliverables:

- Design Precedents memo
- Materials and concepts board
- Three (3) draft architectural concepts for the pedestrian path and overlook.
- One (1) final architectural concept for the pedestrian path and overlook

6.8.2. Photo Simulations

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 three (3) 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 seven (7) photos in the 3D model. Consultant will prepare up to seven (7) 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 Agency to review and receive comments on draft photo simulations. Contractor will prepare revised draft photo simulations per Agency comments from in-person meeting. Contractor will prepare final photo simulations resolving any final, minimal Agency comments on revised draft photo simulations.

Assumptions

- Up to seven (7) high-resolution photo simulations will be prepared for seven (7) different locations per final map of proposed photo locations and direction of view.
- One of the photo simulations will be from a recreational river user's perspective on the Columbia River.
- 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 three (3) 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

Develop a bridge and approach roadway construction cost estimate, commensurate with the level of design, for one (1) Final Preferred Bridge Alternative. The estimated cost will include the construction cost for bridge, approach roadway, removal of existing bridge as well as design and right-of-way costs.

Develop preliminary quantities for major items. Prepare the project quantity based cost estimate range by breaking out the individual components, including quantities, unit costs, constructability costs, staging costs and any costs incurred by site constraints.

Develop unit costs based on current material costs, labor rates, equipment costs, and labor rates.

Assess additional costs due to constructability, construction staging, traffic staging, bridge removal, site constraints, and other risks.

Evaluate cost escalation over the life of the project.

Provide documentation in determining the validity (such as industry input) of unit costs, quantities, analysis methods, and assumptions made (i.e. construction schedule and method).

Assumptions:

- The 2018 Mott MacDonald Cost Estimate will be used as a basis.
- Project cost estimates will include design, right of way and bridge construction costs.
- All bridge cost estimates will be in construction year 2021 dollars

Deliverables:

- Cost Estimate Memorandum.

7. TRANSPORTATION

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

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

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

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

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

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

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. The focus will be on development of long-range multi-modal demand forecasts for the bridge. The long-range horizon year for the forecasts will be determined in concert with the Port of Hood River and the Port's Tolling/Revenue Consultant, but is likely to reflect a 50- to 75-year horizon. The method for developing the forecasts will be to extrapolate via an agreed-upon trend line from the nearer term forecasts developed for the environmental work. Non-motorized forecasts will be developed based on input from the public involvement task as well as experience on similar bridges that allow non-motorized access (e.g., Bridge of the Gods). The methods, assumptions and results of the long-range multi-modal forecasts will be summarized in a brief summary memorandum.

Assumptions:

- Consultant will provide up to thirty-two (32) hours of coordination with the Port's Tolling/Revenue Consultant outside of the effort to develop long-range multi-modal demand forecasts for the bridge.

Deliverables:

- Long-range multi-modal travel forecasts summary memorandum

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 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 or 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. 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

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.

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, 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.
- A Section 404 permit will not be required because the project will not discharge fill in the Columbia River.
- 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
- 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

8.3.1. Navigation Survey

Consultant will review and validate the technical data from the Navigation Survey Report used for the 2011 Bridge TS&L Study. The original Navigational Study was conducted in 2003, and validated in 2010. Further survey methods are proposed to ensure that any new or existing user concerns and requirements for the navigation channel via bridge clearances are considered. Consultant will review the prior navigation study, complete a questionnaire, and conduct up to twelve (12) telephone surveys with new and existing river users to update the Navigation Survey Report as required. This effort will include coordination with the USCG to provide notice of the effort through a Notice to Mariners posting in order to identify users to be surveyed, although formal notice is not required until the Bridge Permit is sought at a future date. Consultant will provide survey summaries for each user in a summary memorandum to ensure the latest information is considered in the new bridge design prior to formal Bridge Permit submittal.

Assumptions:

- The River User Survey will provide an update to the Navigation Study of 2011
- The USCG will assist in posting of notice to form a user list
- Up to twelve (12) river user telephone surveys will be conducted

Deliverables:

- Notice for publication in the Notice to Mariners by the USCG
- River user questionnaire
- Summary memorandum documenting input of up to 12 river user surveys and key findings

8.3.2. Bridge Permit Pre-Application Coordination

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 Pre-Application Meeting

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 and process for the NSA permit(s) will be confirmed with multiple agencies (cities, counties, Gorge Commission) through the permit plan (Task 8.1). The scope of work is intended to clearly identify applicable NSA standards because the bridge design can be influenced by the requirements of the NSA and gain agency concurrence on bridge design consistent with the NSA standards. However, because the final NSA permit is not required before the ROD, submittal of the formal NSA permit application and agency review will occur in a future phase. Rather, this task includes pre-application coordination to address the applicable NSA standards relevant to the Project.

The Consultant will prepare a NSA pre-application memorandum outlining the NSA standards and request a joint pre-application meeting with Hood River and Klickitat Counties and the Gorge Commission.

Assumptions

- The Port will attend the pre-application conference, and debrief with the team.
- The project will require compliance with the CRGC 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.
- A single joint NSA pre-application memorandum and pre-application conference request will be developed and will undergo one round of Port review.
- Copies of the single joint NSA pre-application will contain identical materials will be submitted to both Hood River County and Klickitat County via the Gorge Commission.
- Pre-application materials from the consultant team, including design, aesthetics, and environmental studies will be provided as required for the pre-application conference to generally address and identify areas of compliance and concern with NSA standards for later full NSA submittal.
- Pre-application fees are excluded.

Deliverables

- NSA pre-application memorandum

8.5. U.S. Army Corp of Engineers Permits Preliminary Draft Joint Permit Application

8.5.1. Section 10/404

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 preliminary application requirements for initiation of a formal pre-application with the USACE.

The Consultant will coordinate with the USACE and prepare and/or compile the necessary permitting information including a preliminary JPA to assist the USACE in understanding the project and providing detailed feedback. The Consultant will utilize graphics and project drawings completed under other tasks to show the proposed project. The Consultant will coordinate with the Consultant team to incorporate the project description, best management practices (BMPs), mitigation plans, cultural resources information and ESA information into the draft JPA.

The Consultant will develop a methodology document that includes a basic outline of the alternatives analysis for review with the agencies with jurisdiction. The alternative analysis will be submitted to the Port for one round of review and provide to the USACE for informal review.

A 2-hour meeting attended by two 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:

- This task will complete the pre-application process and development of a preliminary draft JPA but will not complete the formal application process nor result in permit decision by the USACE on compliance with Section 10/404.
- The information, design and drawings prepared for NEPA documentation and other tasks will be sufficient to inform the JPA and no additional technical studies or field investigations will be needed.
- 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).
- Port/Consultant team review of the draft documents will be limited to one review cycle.
- A 2-hour meetings attended by two Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review.
- Application fees are excluded.

Deliverables

- Preliminary Draft JPA
- Alternative Analysis Methodology Memorandum
- Meeting agendas and summary notes

8.5.2. Section 408

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 application 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 under 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 complete 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 two 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 not 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.
- Two, 2-hour meetings attended by two 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 408 review process and construction period services that may be required as part of the Section 408 review are not included.

Deliverables

- Initial written request, including figures
- 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

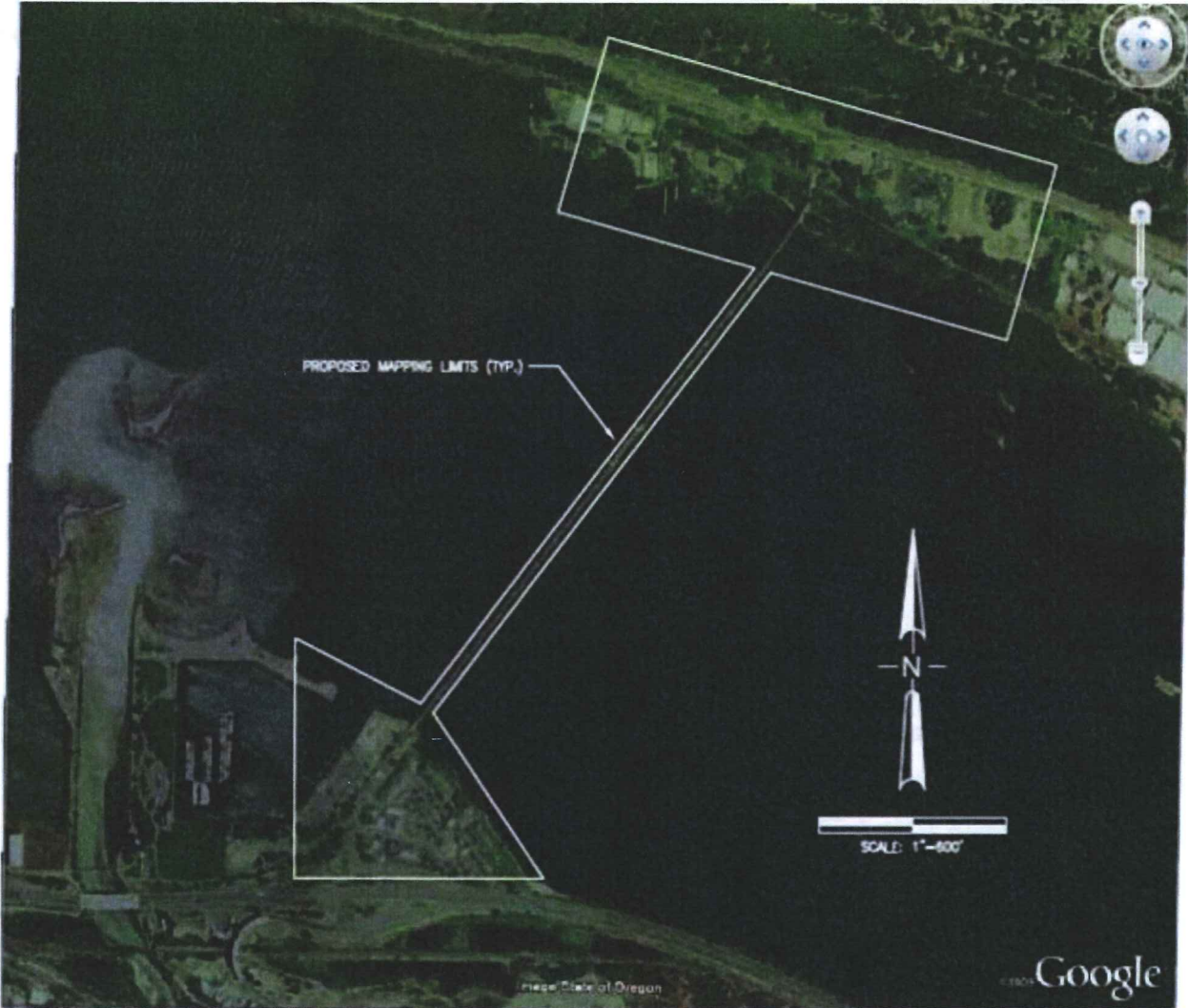
8.7.3. DEQ Water Quality Certification – Reserved

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

Figure 1. Survey Limits for Task 6.2



Hood River Bridge Replacement Project

		WSP USA Inc.		Aqua Terra Cultural Resource Consultants, LLC		Berger/ABAM Engineers Inc.		Envirolssues, Inc.		Exeltech Consulting, Inc.		Foundation Engineering, Inc.		HHPR		Marianne Zarkin Landscape Architect LLC		Northwest Hydro, Inc.		All Firms	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
1	PROJECT MANAGEMENT	1933	\$365,303	0	\$0	0	\$0	110	\$18,284	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2043	\$383,587
1.1	Project Management and Coordination	1530	\$277,955	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1530	\$277,955
1.2	Client Progress Meetings	262	\$56,708	0	\$0	0	\$0	70	\$11,397	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	332	\$68,105
1.3	Consultant Team Coordination Meetings	92	\$20,161	0	\$0	0	\$0	40	\$6,612	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	132	\$26,773
1.4	Change Control	41	\$8,074	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	41	\$8,074
1.5	Risk Management	8	\$1,718	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,718
1.DE	Direct Expenses		\$687		\$0		\$0		\$275		\$0		\$0		\$0		\$0		\$0		\$962
2	Public involvement	498	\$95,548	0	\$0	258	\$48,367	1075	\$155,782	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1831	\$299,697
2.1	Public Involvement Plan and Task Coordination	42	\$5,793	0	\$0	24	\$3,647	230	\$31,113	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	296	\$40,553
2.1.1	Public Involvement Plan and Task Coordination	36	\$4,965	0	\$0	24	\$3,647	170	\$22,636	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	230	\$31,248
2.1.2	Start-up Communications Activities	6	\$828	0	\$0	0	\$0	60	\$8,477	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	66	\$9,305
2.2	Stakeholder Interviews	6	\$828	0	\$0	50	\$9,518	60	\$10,269	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	116	\$20,615
2.3	Media Releases, Fact Sheets, and eNewsletters	8	\$1,103	0	\$0	0	\$0	102	\$15,154	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	110	\$16,257
2.4	Social Media, Digital Ads and Videos	6	\$828	0	\$0	0	\$0	70	\$7,437	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	76	\$8,265
2.5	Project Website Support	16	\$2,206	0	\$0	0	\$0	176	\$22,564	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	192	\$24,770
2.6	Bridge Replacement Advisory Committee	180	\$38,526	0	\$0	0	\$0	108	\$18,834	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	288	\$57,360
2.7	Stakeholder Working Groups	32	\$7,826	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	32	\$7,826
2.8	Public Open Houses	132	\$25,801	0	\$0	8	\$1,718	193	\$24,802	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	333	\$52,321
2.9	Public Comments	12	\$1,654	0	\$0	0	\$0	91	\$9,122	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	103	\$10,776
2.10	Community Outreach Events	6	\$828	0	\$0	101	\$15,912	15	\$2,742	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	122	\$19,482
2.11	Environmental Justice	14	\$2,392	0	\$0	75	\$11,827	15	\$2,742	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	104	\$16,961
2.12	Status Reports	44	\$5,692	0	\$0	0	\$0	15	\$2,742	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	59	\$8,434
2.DE	Direct Expenses		\$2,071		\$0		\$5,745		\$8,261		\$0		\$0		\$0		\$0		\$0		\$16,077
3	Project Delivery Coordination	86	\$19,509	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	86	\$19,509
3.1	Project Delivery Coordination	86	\$19,440	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	86	\$19,440
3.DE	Direct Expenses		\$69		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$69
4	Tolling/Revenue Coordination	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4.1	Tolling/Revenue Coordination	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4.DE	Direct Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
5	Environmental	5398	\$820,361	850	\$105,626	910	\$134,281	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	7158	\$1,060,268
5.1	Environmental Study Plan and Coordination	224	\$38,626	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	224	\$38,626
5.2	Agency Coordination	444	\$81,937	134	\$18,272	71	\$15,303	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	649	\$115,512
5.2.1	Lead Agency Identification	71	\$14,300	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	71	\$14,300
5.2.2	Agency Coordination Plan	41	\$6,259	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	41	\$6,259
5.2.3	Tribal Consultation Plan	41	\$6,259	80	\$10,908	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	121	\$17,167
5.2.4	Agency and Organizations Meetings	291	\$55,119	54	\$7,364	71	\$15,303	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	416	\$77,786
5.3	Methodology Memoranda	189	\$28,246	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	189	\$28,246
5.4	Technical Report, Technical Memorandum, and Study Updates	1564	\$227,137	0	\$0	364	\$39,857	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1928	\$266,994
5.4.1	Air Quality	84	\$12,136	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	84	\$12,136
5.4.2	Energy and Greenhouse Gases	114	\$16,397	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	114	\$16,397
5.4.3	Fish and Wildlife Technical Report	24	\$4,759	0	\$0	123	\$12,958	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	147	\$17,717
5.4.4	Geology and Soils	54	\$9,339	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	54	\$9,339
5.4.5	Hazardous Materials	138	\$20,458	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	138	\$20,458
5.4.6	Land Use	156	\$19,630	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	156	\$19,630
5.4.7	Noise	214	\$29,049	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	214	\$29,049
5.4.8	Social and Economic	330	\$47,152	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	330	\$47,152
5.4.9	Traffic	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5.4.10	Vegetation and Wetlands	30	\$5,948	0	\$0	241	\$26,899	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	271	\$32,847
5.4.11	Visual	202	\$32,428	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	202	\$32,428
5.4.12	Waterways and Water Quality	52	\$9,250	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	52	\$9,250
5.4.13	Cumulative Impacts Technical Report	166	\$20,591	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	166	\$20,591
5.5	ESA Section 7 Compliance	24	\$4,759	0	\$0	205	\$28,922	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	229	\$33,681
5.6	Cultural / NHPA Section 106 Compliance	98	\$17,653	611	\$69,120	34	\$7,338	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	743	\$94,111
5.7	Section 4(f)/Section 6(f)	160	\$21,595	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	160	\$21,595
5.8	Draft EIS Re-Evaluation	260	\$36,646	16	\$2,183	56	\$9,555	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	332	\$48,384
5.9	Supplemental Draft EIS	1016	\$147,923	43	\$5,863	70	\$11,551	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1129	\$165,337

Hood River Bridge Replacement Project

		WSP USA Inc.		Aqua Terra Cultural Resource Consultants, LLC		Berger/ABAM Engineers Inc.		EnviroIssues, Inc.		Exeltech Consulting, Inc.		Foundation Engineering, Inc.		HHRP		Marianne Zarkin Landscape Architect LLC		Northwest Hydro, Inc.		All Firms	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS	467	\$67,457	18	\$2,455	36	\$6,287	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	521	\$76,199
5.11	Mitigation Plan	120	\$18,966	8	\$1,090	26	\$5,612	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	154	\$25,668
5.12	Final EIS	580	\$84,832	20	\$2,726	48	\$8,319	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	648	\$95,877
5.13	Record of Decision, Notice of Availability, and Statute of Limitations	208	\$29,562	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	208	\$29,562
5.14	Administrative Record	44	\$6,310	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	44	\$6,310
5.DE	Direct Expenses		\$8,712		\$3,917		\$1,537		\$0		\$0		\$0		\$0		\$0		\$0		\$14,166
6	Engineering	4075	\$668,580	0	\$0	0	\$0	0	\$0	365	\$39,031	728	\$304,960	130	\$27,865	188	\$25,145	20	\$3,540	5506	\$1,069,121
6.1	Engineering Coordination	615	\$147,696	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	615	\$147,696
6.2	Land Survey	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	130	\$14,740	0	\$0	0	\$0	130	\$14,740
6.3	Geotechnical	500	\$89,028	0	\$0	0	\$0	0	\$0	0	\$0	728	\$85,896	0	\$0	0	\$0	0	\$0	1228	\$174,924
6.3.1	Subsurface Exploration	27	\$4,477	0	\$0	0	\$0	0	\$0	0	\$0	536	\$62,229	0	\$0	0	\$0	0	\$0	563	\$66,706
6.3.2	Soil Sample Lab Testing	2	\$555	0	\$0	0	\$0	0	\$0	0	\$0	41	\$4,645	0	\$0	0	\$0	0	\$0	43	\$5,200
6.3.3	Geotechnical Data Report	8	\$1,864	0	\$0	0	\$0	0	\$0	0	\$0	151	\$19,022	0	\$0	0	\$0	0	\$0	159	\$20,886
6.3.4	Foundation Recommendations	463	\$82,132	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	463	\$82,132
6.4	Hydraulics	204	\$27,311	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,540	224	\$30,851
6.4.1	Bridge Hydraulics	184	\$23,598	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	184	\$23,598
6.4.2	Bathymetric Survey	20	\$3,713	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	20	\$3,540	40	\$7,253
6.5	Civil	1263	\$163,881	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1263	\$163,881
6.5.1	Roadway Geometry	694	\$94,676	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	694	\$94,676
6.5.2	Traffic Control	128	\$17,924	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	128	\$17,924
6.5.3	Erosion Control	34	\$4,873	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	34	\$4,873
6.5.4	Storm Water	407	\$46,408	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	407	\$46,408
6.6	Bridge	945	\$151,765	0	\$0	0	\$0	0	\$0	365	\$39,031	0	\$0	0	\$0	0	\$0	0	\$0	1310	\$190,796
6.7	Wind Analysis	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6.8	Architecture and Simulations	368	\$48,550	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	188	\$25,145	0	\$0	556	\$73,695
6.8.1	Architectural Concepts	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	188	\$25,145	0	\$0	188	\$25,145
6.8.2	Photo Simulations	368	\$48,550	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	368	\$48,550
6.9	Cost Estimating	180	\$39,995	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	180	\$39,995
6.DE	Direct Expenses		\$354		\$0		\$0		\$0		\$0		\$219,064		\$13,125		\$0		\$0		\$232,543
7	Transportation	1012	\$160,724	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1012	\$160,724
7.1	Methodology Memorandum	76	\$12,930	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	76	\$12,930
7.2	Data Review and Collection	104	\$15,760	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	104	\$15,760
7.3	Existing and Future No Build Conditions Update	316	\$42,275	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	316	\$42,275
7.4	Build Alternatives Analysis Update	220	\$29,116	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	220	\$29,116
7.5	Transportation Technical Report	180	\$28,629	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	180	\$28,629
7.6	Tolling/Revenue Coordination	116	\$25,252	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	116	\$25,252
7.DE	Direct Expenses		\$6,762		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$6,762
8	Permit Assistance	302	\$72,782	0	\$0	559	\$82,168	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	861	\$154,950
8.1	Permit Plan and Coordination	16	\$3,173	0	\$0	150	\$24,379	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	166	\$27,552
8.2	In-water Permits for Geotechnical Investigations	12	\$2,382	0	\$0	127	\$14,819	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	139	\$17,201
8.3	US Coast Guard Permit	234	\$54,655	0	\$0	60	\$9,276	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	294	\$63,931
8.3.1	Navigation Survey	6	\$1,046	0	\$0	52	\$7,549	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	58	\$8,595
8.3.2	Bridge Permit Pre-Application Coordination	228	\$53,609	0	\$0	8	\$1,727	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	236	\$55,336
8.4	Columbia River Gorge National Scenic Area (NSA) Permit	24	\$3,943	0	\$0	84	\$12,757	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	108	\$16,700
8.5	U.S. Army Corp of Engineers Permits	16	\$2,788	0	\$0	138	\$20,376	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	154	\$23,164
8.5.1	Section 10/404	10	\$1,742	0	\$0	84	\$11,650	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	94	\$13,392
8.5.2	Section 408	6	\$1,046	0	\$0	54	\$8,726	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	60	\$9,772
8.5.3	Section 404(b)(1) Alternatives Analysis - Reserved	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8.6	Washington State Permits - Reserved	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8.7	Oregon State Permits - Reserved	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8.8	Washington Local Agency Permits (City of White Salmon)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8.9	Oregon Local Agency Permits	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8.DE	Direct Expenses		\$5,841		\$0		\$561		\$0		\$0		\$0		\$0		\$0		\$0		\$6,402
Task Totals		13304	\$2,202,807	850	\$105,626	1727	\$264,816	1185	\$174,066	365	\$39,031	728	\$304,960	130	\$27,865	188	\$25,145	20	\$3,540	18497	\$3,147,856

INSURANCE PROVISIONS

REQUIRED INSURANCE. Consultant shall obtain at Consultant's expense the insurance specified in this exhibit C prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Consultant shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to Owner.

C.1.01 WORKERS COMPENSATION. All employers, including Consultant, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Consultant shall require and ensure that each of its sub-consultants complies with these requirements.

C.1.02 PROFESSIONAL LIABILITY

Professional Liability. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

\$1,000,000 Per occurrence limit for any single claimant; and
\$2,000,000 Per occurrence limit for any number of claimants

C.1.03 COMMERCIAL GENERAL LIABILITY.

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

Bodily Injury/Death/Property Damage:

\$1,000,000 Per occurrence limit for any single claimant; and
\$2,000,000 Per occurrence limit for any number of claimants

C.1.04. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Consultant shall provide proof of insurance of not less than the following amounts as determined by Owner:

Bodily Injury/Death/Property Damage:

\$1,000,000 Per occurrence limit for any single claimant; and
\$2,000,000 Per occurrence limit for any number of claimants

C.1.08. ADDITIONAL INSURED.

The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon and Owner, its officers, employees and agents as Additional Insureds but only with respect to Consultant's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C.1.09. "TAIL" COVERAGE.

If any of the required professional liability insurance is on a "claims made" basis, Consultant shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Consultant's completion and Owner's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Consultant elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Consultant shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Contract. Consultant shall provide to Owner, upon Owner's request, certification of the coverage required under this Exhibit C.

C.1.10. NOTICE OF CANCELLATION OR CHANGE.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Consultant or its insurer(s) to Owner. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Owner.

C.1.11. CERTIFICATE(S) OF INSURANCE.

Consultant shall provide to Owner Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Consultant shall pay for all deductibles, self-insured retention and self-insurance, if any. The Consultant shall immediately notify the Owner's Representative in writing of any change in insurance coverage.

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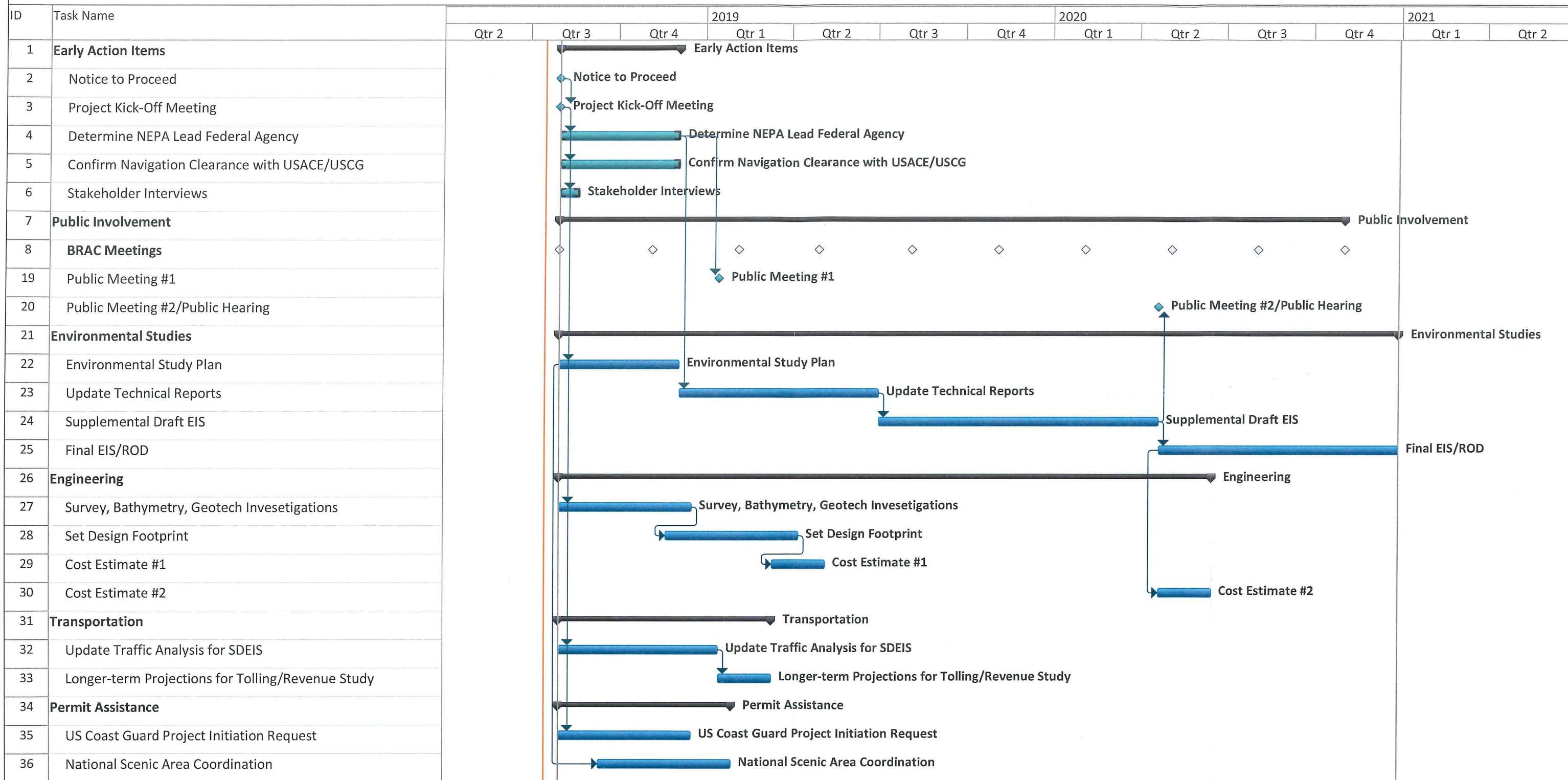
HOOD RIVER BRIDGE REPLACEMENT PROJECT

PROJECT ROLE	KEY PERSONS
PROJECT MANAGER	Angela Findley, WSP
ENVIRONMENTAL STUDIES LEAD	Scott Polzin, WSP
ENGINEERING LEAD	Mark Hirota, WSP
PERMIT ASSISTANCE LEAD	Brian Carrico, BergerAbam
PUBLIC INVOLVEMENT LEAD	Alex Cousins, EnviroIssues

CRITICAL DATE SCHEDULE

Project Commencement ... August 1, 2018
Contract Completion ... January 31, 2021

Hood River Bridge Replacement Project - Conceptual EIS Schedule



Project: Schedule_2018-07-17 Date: Tue 7/17/18	Task	■	Project Summary	▬	Inactive Milestone	◆	Manual Summary Rollup	▬	Deadline	↓
	Split	⋯	External Tasks	▬	Inactive Summary	▬	Manual Summary	▬	Progress	▬
	Milestone	◆	External Milestone	◆	Manual Task	■	Start-only	□		
	Summary	▬	Inactive Task	▬	Duration-only	▬	Finish-only	□		

This schedule provides a conceptual sequencing of activities. Specific task and deliverable dates will be developed and updated throughout the project. Conceptual dates are not contract requirements for the Consultant. Page 1

Hood River Bridge Replacement Project

Billing Rate Sheet

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	\$208.36	\$215.65	\$223.20
Scott Polzin	Sr Planning Manager	\$190.23	\$196.89	\$203.78	\$210.91
Mark Hirota	Sr Supv Engineer	\$230.37	\$238.43	\$246.78	\$255.42
Chris Wellander	Sr Engineering Mgr	\$237.09	\$245.39	\$253.98	\$262.87

	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

Hood River Bridge Replacement Project

Billing Rate Sheet

Aqua Terra Cultural Resource Consultants, LLC

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	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

Berger/ABAM Engineers Inc.

Employee Name	Employee Title	Billing Rate 2018	Billing Rate 2019	Billing Rate 2020	Billing Rate 2021
Scott Keillor	Sr. Project Manager	\$206.16	\$213.38	\$220.85	\$228.58
Brian Carrico	Sr. Project Manager	\$207.07	\$214.32	\$221.82	\$229.58

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Administrative - Senior	\$150.75	\$156.03	\$161.49	\$167.14
	Technical Editor	\$102.40	\$105.98	\$109.69	\$113.53
	Assistant Project Manager/Scheduler	\$108.23	\$112.02	\$115.94	\$120.00
	Communications Specialist 3 / Word Processing	\$88.17	\$91.26	\$94.45	\$97.76
	Senior Department Coordinator	\$95.17	\$98.50	\$101.95	\$105.52
	Department/Project Coordinator	\$92.44	\$95.68	\$99.03	\$102.50
	Designer 3	\$109.39	\$113.22	\$117.18	\$121.28
	Designer 4	\$129.56	\$134.09	\$138.78	\$143.64
	Engineer 1	\$85.67	\$88.67	\$91.77	\$94.98
	Engineer 2	\$90.11	\$93.26	\$96.52	\$99.90
	Engineer In Training 3	\$105.84	\$109.54	\$113.37	\$117.34
	Engineer 3	\$108.09	\$111.87	\$115.79	\$119.84
	Senior Engineer 4	\$134.85	\$139.57	\$144.45	\$149.51
	Project Engineer 5	\$150.98	\$156.26	\$161.73	\$167.39
	Senior Project Engineer 6	\$168.95	\$174.86	\$180.98	\$187.31
	Environmental Planner 3 / GIS	\$87.52	\$90.58	\$93.75	\$97.03
	Environmental Planner 4	\$99.55	\$103.03	\$106.64	\$110.37
	Environmental Planner 5	\$110.93	\$114.81	\$118.83	\$122.99
	Environmental Planner 6	\$127.46	\$131.92	\$136.54	\$141.32
	Environmental Planner 7	\$150.75	\$156.03	\$161.49	\$167.14
	Environmental Scientist 3	\$93.86	\$97.15	\$100.55	\$104.07
	Environmental Scientist 4	\$108.09	\$111.87	\$115.79	\$119.84
	Environmental Scientist 5	\$122.31	\$126.59	\$131.02	\$135.61
	Environmental Scientist 6	\$133.68	\$138.36	\$143.20	\$148.21
	Senior Environmental Scientist 7	\$152.57	\$157.91	\$163.44	\$169.16
	Landscape Designer 4 / GIS / CAD	\$99.01	\$102.48	\$106.07	\$109.78
	Landscape Designer 5	\$110.93	\$114.81	\$118.83	\$122.99
	Landscape Architect 5	\$120.20	\$124.41	\$128.76	\$133.27
	Senior Landscape Architect 6	\$139.37	\$144.25	\$149.30	\$154.53
	Senior Landscape Architect 7	\$145.06	\$150.14	\$155.39	\$160.83
	Principal/Vice President	\$269.42	\$278.85	\$288.61	\$298.71
	Project Engineer 5	\$137.67	\$142.49	\$147.48	\$152.64
	Project Manager 7	\$184.60	\$191.06	\$197.75	\$204.67
	Public Involvement/Strategic Communications Specialist	\$122.02	\$126.29	\$130.71	\$135.28
	Senior Engineer 4	\$134.85	\$139.57	\$144.45	\$149.51
	Strategic Communications Project Manager	\$125.38	\$129.77	\$134.31	\$139.01
	Senior Project Engineer 6	\$168.95	\$174.86	\$180.98	\$187.31
	Senior Project Manager 8	\$228.40	\$236.39	\$244.66	\$253.22
	Vice President	\$269.22	\$278.64	\$288.39	\$298.48

Hood River Bridge Replacement Project

Billing Rate Sheet

Envirolssues, Inc.

Employee Name	Employee Title	Billing Rate 2018	Billing Rate 2019	Billing Rate 2020	Billing Rate 2021
Alex Cousins	Senior Associate	\$175.39	\$181.53	\$187.88	\$194.46

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	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.

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	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.

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	Principal Engineer	\$202.70	\$209.79	\$217.13	\$224.73
	Senior Engineer	\$167.95	\$173.83	\$179.91	\$186.21
	Project Engineer	\$108.59	\$112.39	\$116.32	\$120.39
	Project Geologist	\$103.29	\$106.91	\$110.65	\$114.52
	Staff Engineer	\$94.66	\$97.97	\$101.40	\$104.95
	Clerical	\$97.44	\$100.85	\$104.38	\$108.03

Hood River Bridge Replacement Project

Billing Rate Sheet

HHPR

	Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
	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

Employee Name	Employee Title	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021
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

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

ASSUMPTIONS AND EXCLUSIONS

None