



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, February 1, 2022

Via Remote Teleconference

1000 E. Port Marina Drive, Hood River

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5:00 P.M.

#### Regular Session

1. Call to Order
  - a. Modifications, Additions to Agenda
  - b. Public Comment (5 minutes per person per subject; 30-minute limit)
  
2. Consent Agenda
  - a. Approve Minutes from the January 18, 2022 Regular Session (*Patty Rosas, Page 3*)
  - b. Approve Lease with Hood River County Veterans Affairs in the Marina Park #1 Building (*Greg Hagbery, Page 7*)
  - c. Approve Commission Training Policy (*Michael McElwee, Page 23*)
  - d. Approve Employee Satisfaction Survey (*Personnel Committee, Page 27*)
  - e. Approve Grant Agreement with ODOT for Immediate Opportunity Fund for E. Anchor Way Road and Utility Project (*Michael McElwee, Page 35*)
  - f. Approve Amendment No. 3 to Task Order 11 with HDR Engineering for Engineering Services Related to Bridge Load Rating (*Michael McElwee, Page 57*)
  - g. Approve Amendment No. 3 to Contract with Coffman Engineering for Engineering Services Related to Bridge Approach Ramp Overlay Project (*John Mann, Page 61*)
  - h. Approve Contract with Soil Solutions for Tank Removal at the Airport (*Greg Hagbery, Page 69*)
  - i. Approve Amendment No. 3 to Lease with Chief Consulting in the Timber Incubator Building (*Greg Hagbery, Page 79*)
  - j. Approve Appointment of Brian Shortt to the Budget Committee to Fill Vacancy of Svea Truax (*Genevieve Scholl, Page 83*)
  - k. Approve Waterfront Recreation Lesson & Rental Seasonal Concession Permit for Doug's Hood River Water Adventures (*Daryl Stafford, Page 87*)
  - l. Approve Dockage Agreement with Gorge Sailing Ventures, LLC at the Marina (*Daryl Stafford, Page 95*)
  - m. Approve Accounts Payable to Jaques Sharp in the Amount of \$12,475 (*Jana Scoggins, Page 101*)
  
3. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
  - a. FY 2022-23 Budget Preparation Schedule (*Michael McElwee, Page 105*)
  - b. Bridge Replacement Project Update (*Kevin Greenwood, Page 107*)
  
4. Presentations & Discussion Items (None)
  
5. Executive Director Report (*Michael McElwee, Page 115*)
  
6. Commissioner, Committee Reports
  - a. Airport Advisory Committee

b. Bi-State Working Group

7. Action Items

- a. Approve Amendment No. 8 to Contract with WSP for Engineering Services Related to Bridge Replacement (*Kevin Greenwood, Page 123*)
- b. Approve Contract with Aset Advanced Security for Security Camera System at the Airport (*Greg Hagbery, Page 217*)
- c. Approve 2022-25 Food Concession Agreement with The Downwinder at the Event Site Dock (*Daryl Stafford, Page 235*)
- d. Approve 2022-25 Food Concession Agreement with The Sandbar Cafe at the Event Site Dock (*Daryl Stafford, Page 235*)

8. Confirmation of Commission Directives to Staff

9. Commission Call

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10. Executive Session under ORS 192.660(2)(e) real estate negotiations and 102.660.(2)(f) to consider information or records that are exempt from disclosure by law.

11. Possible Action

12. Adjourn

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

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

**Port of Hood River Commission**  
**Meeting Minutes of January 18, 2022 Regular Session**  
**Via Remote Video Conference**  
**5:00 p.m.**

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

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

**Present:** Commissioners: Ben Sheppard, Kristi Chapman, Mike Fox, and Heather Gehring. Legal Counsel: Jerry Jaques, Anna Cavaleri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Genevieve Scholl, Greg Hagbery, and Patty Rosas. Guests: None

**Absent:** Hoby Streich

**Media:** None

1. **Call to Order:** Commissioner Ben Sheppard called the meeting to order at 5:00 p.m.
  - a. **Modifications or additions to the agenda:** Correction to Fall Planning minutes page 3 of 7 – bridge completion date changed from October 2028 to October 2030 and remove Jerry Jacques name from attendance as he was not present at the meeting. Correction to Consent Agenda 2(c) recommendation to include the following: Ratify the Executive Director’s December 17, 2021 signature on the Grant Agreement.
2. **Public Comment:** None
3. **Consent Agenda:**
  - a. Approve Minutes from the December 7, 2021 Fall Planning Work Session and the December 21, 2021 Regular Session with noted corrections.
  - b. Approve Resolution No. 2021-22-4 Authorizing Bank Account Signatories Changes.
  - c. Approve Grant Agreement with FAA for Airport Rescue Grant program funding at the Ken Jernstedt Airfield with noted correction.
  - d. Approve Addendum No. 7 to Lease with WyEast Laboratories, Inc. at the Timber Incubator Building.
  - e. Approve Marina Fuel Dock Lease Renewal with Columbia Room, LLC.

**Motion:** Approve consent agenda with stated changes to 3(a) & 3(c)  
**Move:** Mike Fox  
**Second:** Kristi Chapman  
**Discussion:** None  
**Vote:** Unanimous

4. **Information Reports:** Accepted without comment.

5. **Presentation & Discussion Items:**

- a. **Event Site Dock Food Cart Policies** – Daryl Stafford provided a brief presentation regarding the Event Site Dock Food Concessions. Stafford noted that the 2021 leases were terminated at the end of the season due to compliance and operational issues. As part of preparation of the 2022 leases, staff has conducted a review of comparable rental rates and provided a summary of current and upcoming regulations and requirements for food carts in Oregon. Stafford noted that Port expenses related to the Event Site Food Card agreements have exceeded revenues since 2018 and prior. In 2021, the total combined Revenue from both carts was \$3,510. Commissioner Fox asked if there was a need for additional food carts. Stafford replied that the area is too congested and crowded as it is now and would not recommend additional food carts at the Event Site. Stafford added that while allowing food carts on Port property does not increase the Port’s insurance premiums, it does increase exposure to risk. The Port’s insurer advises that if a claim related to the sale of alcohol on

Port property is made, Port premiums would increase for the foreseeable future. Staff is seeking direction on whether the Port would like to continue allowing food carts on the Event Site Dock and if so, does the Port want to continue to allow food carts to sell alcohol. Staff is also seeking direction for an appropriate monthly lease rate for the food carts. Stafford introduced Scott Reynier, the Port's insurance agent, to help answer any risk exposure questions. Commissioner Fox asked if the Port has been able to transfer legal risk over to that entity for drinking or food related accidents on the dock. Reynier said that, to a degree, yes and added that there is a change in exposure to the Port because the seating area is port property. Commissioner Chapman asked if the Waterfront overlay agreement allows for the food carts to be moved to other Port properties. Stafford replied that there are other pieces of property with potential, but it would be a matter of putting in the infrastructure. Staff is looking into additional food cart opportunities and will provide a briefing once they have gathered the information. Commissioners expressed interest in additional food carts and requested a discussion when the information becomes available. Commission consensus is to continue allowing food carts on the Event Site Dock and allowing food carts to sell alcohol. Staff will provide a draft lease and a proposed rate at the next meeting. Stafford noted that the new rate will be at least \$1000 per month. Commission requested that the lease not be transferable and only be a yearly lease with the ability to extend.

- b. **Bi-State Bridge Authority Legislation Endorsement** – Kevin Greenwood reported that one of the highlights this year has been the progress in both Oregon and Washington to pass legislation allowing local governments the right to form Bi-State Bridge Authorities (BSBA). Greenwood added that members of the Bi-State Working Group (BSWG) have been actively engaged in advocating for the project with key legislators and executive branch administrators to support the bill. Greenwood noted that the Commission may want to consider making a formal policy statement supporting the BSBA bill.

<b>Motion:</b>	Approve issuance of a statement of support for the proposed Bi-State Bridge Authority legislation in the Oregon and Washington legislatures.
<b>Move:</b>	Kristi Chapman
<b>Second:</b>	Mike Fox
<b>Discussion:</b>	None
<b>Vote:</b>	Unanimous

**6. Executive Director Report:**

- a. **Administration** – Michael McElwee thanked Port staff in dealing with the recent winter storm. In particular, the facilities staff for all their work clearing out the snow. McElwee reminded everyone of the SDAO Annual Conference and encouraged all Commissioners to participate.
- b. **Bridge/Transportation** – McElwee noted that HDR Engineer Mark Libby reports that there is additional work that needs to be completed on the evaluation of the test results from the Live Load Testing (LLT). Their analysis and recommendations will not be complete until early February.

**7. Commissioner, Committee Reports:**

- a. **Bridge Replacement Bi-State Working Group** – Commissioner Fox reported that Steve Siegel presented his findings regarding the amount of project funding potentially available from toll borrowings. The existing toll rate would double in 2030 and then a 10% increase every 4 years. This would generate approximately \$150 million in proceeds for project costs. Commissioner Fox added that the BSWG requested to have a second consultant provide a second opinion regarding financing



of the new bridge. The BSWG is focused on getting the Replacement Bridge Management Contract (RBMC) out for bid. Commissioner Fox is concerned that there might be issues later regarding using the federal and state funds to pay for the RBMC and requested that Kevin Greenwood document all discussions with ODOT. Commissioner Fox noted that the

- b. **Hood River County Energy Council** – Commissioner Fox reported the Energy Council is seeking projects for their workplan, and he suggested offering the new bridge as a potential project. There was consensus from the Commission to proceed with adding the new bridge to the Energy Council workplan. Greenwood clarified the directives from the BSWG which was to secure a consultant for a second opinion on financing for the new bridge and to bring in a P3 consultant to discuss the P3 with the BSWG.

**8. Action Items:**

- a. **Authorize Grant Agreement with Washington State Dept. of Transportation related to Bridge Replacement.**

**Motion:** Authorize Grant Agreement with Washington State Dept. of Transportation for the Replacement of the Hood River-White Salmon Bridge subject to general counsel review and Executive Director approval.  
**Move:** Kristi Chapman  
**Second:** Mike Fox  
**Discussion:** None  
**Vote:** Unanimous

- b. **Authorize Amendment No. 3 with Oregon Dept. of Transportation for Consultation Services related to Bridge Replacement.**

**Motion:** Authorize Amendment No. 3 with the Oregon Dept. of Transportation for Consultation Services related to the Replacement of the Hood River-White Salmon Bridge not to exceed \$125,000 for a total contract amount not to exceed \$410,000.  
**Move:** Mike Fox  
**Second:** Heather Gehring  
**Discussion:** None  
**Vote:** Unanimous

- c. **Approve Amendment No. 3 Steven M. Siegel for Professional Services related to the Replacement of the Hood River-White Salmon Bridge.** Commissioner Fox noted that the BSWG expressed concern over the hourly rate and scope of work. The BSWG is supportive of Amendment No. 3 with the ability to terminate if necessary.

**Motion:** Approve Amendment No. 3 with Steven M. Siegel Consulting for Professional Services related to the Replacement of the Hood River-White Salmon Bridge.  
**Move:** Kristi Chapman  
**Second:** Mike Fox  
**Discussion:** None  
**Vote:** Unanimous

d. **Approve Amendment No. 7 to Contract with WSP for Bridge Replacement Project.**

**Motion:** Approve Amendment No. 7 to contract with WSP to extend the term of the contract through September 30,2022.  
**Move:** Mike Fox  
**Second:** Heather Gehring  
**Discussion:** None  
**Vote:** Unanimous

**9. Confirmation of Commission Directives to Staff:**

- a. Staff will provide a draft lease and proposed rates for food carts at the Event Site Dock.
- b. Staff will secure a consultant for a second opinion on financing the new bridge.
- c. Staff will secure a P3 consultant for discussion with the BSWG.

**10. Commission Call:**

- a. Commissioner Sheppard gave thanks to the facilities staff for all their hard work during the winter storm.

**11. Executive Session:** President Sheppard recessed Regular Session at 6:38 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and 102.660(2)(f) to consider information or records that are exempt from disclosure by law.

**12. Possible Action:** None

**11. Adjourn:**

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

The meeting adjourned at 7:43 p.m.

Respectfully submitted,

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Patty Rosas

# Commission Memo



Prepared by: Greg Hagbery  
Date: February 1, 2022  
Re: HRC Veterans Services – Lease  
Suite 100 - Marina Park #1

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Hood River County Veterans Services (HRCVS) contacted the Port staff with interest in leasing Suite 100 of the Marina Park #1 Building. HRCVS wishes to enter a two-year Lease, effective March 1, 2022, with two (2) one (1) year extension options available. HRCVS is aware that future extension requests may be declined by the Port should plans to demolish the Marina Park #1 Building for replacement bridge construction move forward.

**RECOMMENDATION:** Approve Lease Agreement with Hood River County Veterans Affairs for Suite 100 in the Marina Park #1 Building,

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between PORT OF HOOD RIVER, an Oregon municipal corporation, hereinafter referred to as "Lessor," and Hood River County, a Home Rule County in the State of Oregon, hereinafter referred to as "Lessee." Lessor and Lessee may hereafter be referred to individually as a "party" or collectively as the "parties".

- 1. **Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 1,270 square feet of space in Lessor’s building commonly known as the Marina Park 1 Building (“Building”) located at 700 E. Port Marina Way, Hood River, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name:	“Marina Park 1”
Building Address:	700 E. Port Marina Way. Hood River, OR 97031
Lessee Suite/Description:	100
Leased Area:	1,270 SF
Rentable Area:	1,460 SF

- 2. **Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **March 1, 2022** and continuing through **February 28, 2024**. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for two extension term(s) of one year(s) each, through **February 28, 2026**, provided Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect and Lessor agrees in writing to the Lease term extension. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date. Lessor reserves the right to deny any option to extend the Lease at Lessor’s sole discretion.

Effective Date:	March 1, 2022
Lease Expiration Date:	February 28, 2024
Renewal Options:	two (2) one (1) year option
Renewal Notice Requirement:	90 days

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

Load Factor Formula: The total Building square footage is 2,510 SF. The Building Common Area square footage is 408 SF. The total Building square footage divided by the total Building square footage minus the Building Common Area square footage equals the Load Factor %. The (Building Name) Load Factor is 15%.

Rentable “Area square footage” is the Leased Premises square footage (1,270 SF) plus the Load Factor area square footage (190 SF). The Rentable Area square footage used to calculate Rent as defined below, is 1,460 SF.

**5. Rent**

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

**5.1 Base Rent.** Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
100	1,460	1.45	\$2,117

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

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

**5.3 Additional Rent Calculation.**

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
1,460	\$0.20	\$292

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**8. Maintenance and Repair.**

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

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

promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

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

## **9. Insurance**

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

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

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

**9.3 Building Damage or Destruction.** Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

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

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

cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.

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

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

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

**14. Signs.** Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

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

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

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

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

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

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

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

**19. Assignment.** Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

**20. Default.** Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of

creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the Lease may be terminated at the option of Lessor. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination and Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

**21. Holdover.** If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Lessor may choose to lower the rental rate and will notify Lessee of such choice in writing once Lessee is holding over. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

**22. Notices.** Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Eric Akin, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

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

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

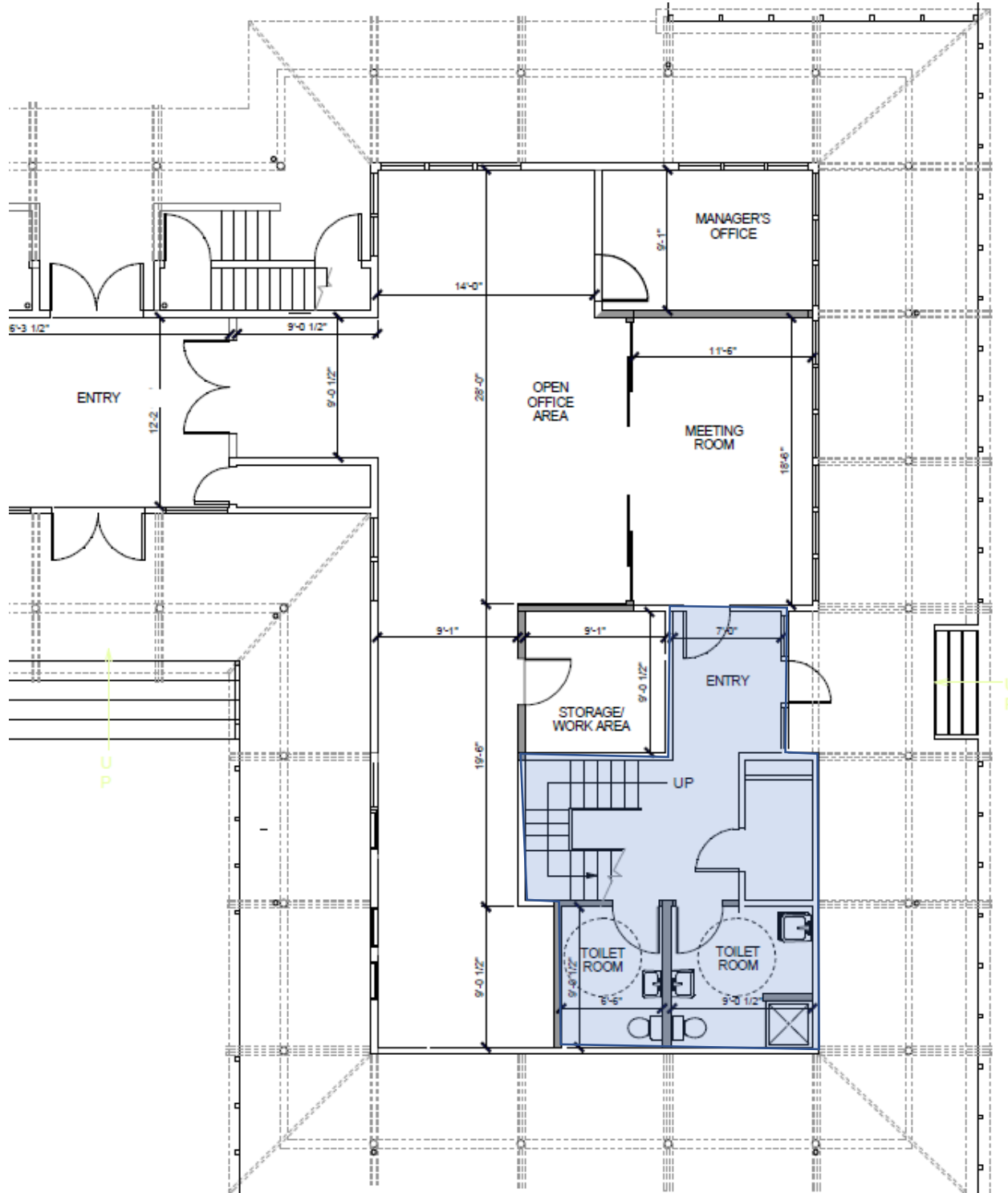
DATED this \_\_\_\_ day of \_\_\_\_\_, 20---.

Lessee:		Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:	Jeff Hecksel	By:	Michael McElwee
Its:	Hood River County Administrator	Its:	Executive Director
Address:	309 State Street Hood River, Or 97031	Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:	541-386-2098	Email/phone:	(541) 386-1645





### Exhibit B COMMON AREAS



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# Commission Memo



Prepared by: Michael McElwee  
Date: February 1, 2022  
Re: Commission Training Policy

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The Executive Director FY 21/22 Work Plan was approved by the Commission in August 2021. Action item #10 in the Central Services section is described as “Update the board and staff training policy for Commission consideration.”

After review of the Port’s Personnel Manual, I believe that staff training adequately described and changes are not necessary. Therefore, the attached policy focuses solely on Commissioner orientation and training. This update would provide clarity about the expectations and opportunities for both newly elected Commissioners and throughout their term of service, and would serve the Commission well now and in the future.

This new policy would become part of the Governance section of the Port of Hood River Mission and Policies.

**RECOMMENDATION:** Approve Commissioner Orientation, Education and Training Policy dated February 1, 2022.

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Insertion in Port of Hood River Governance Policy:

Approved: February 1, 2022

## **2.A Commissioner Orientation, Education and Training**

Service on the Port Commission comes with the important responsibilities to develop an understanding of specific state and local statutes, Port policies, and issues that affect Port operations and are critical to the Commission's ability to make informed decisions. In preparation for public service, and as an ongoing effort to strive for best practices and good governance during the term, each Commissioner is encouraged to take advantage of ongoing training opportunities and utilize educational resources.

Each newly elected Commissioner shall be provided a binder containing key documents related to Port operations at least one month before commencing their term of service. Commissioners are expected to utilize the materials provided and seek additional information from the Executive Director to develop a working understanding of the following topics and their relevance to Port operations:

- ORS 777, the Oregon authorizing statute that governs all Ports
- Port of Hood River Governance Manual and Financial Policies
- Port of Hood River Employment Policies and Executive Director Contract
- Oregon Ethics Rules for Public Officials
- Oregon Public Records and Public Meetings laws and rules, including rules governing Executive Session
- Port of Hood River Strategic Business Plan
- Port of Hood River Communications Plan (NOTE: the Comms Plan should be included if it is separate from the Strategic Business Plan)
- State and federal grant and loan agreements and obligations
- Relevant Hood River County and City of Hood River Zoning and Land Use laws and codes

The Port utilizes educational resources provided by the Special Districts Association of Oregon ("SDAO"), and Special Districts Insurance Services ("SDIS"). SDAO and SDIS programs provide important risk mitigation guidance through training opportunities and educational resources in many legal, ethical, financial, contracts and operational matters. Commissioners are encouraged to:

- Participate in an annual training session related to board responsibilities scheduled by Port staff and facilitated by an SDAO trainer.
- Attend the SDAO annual conference within first two years of service as Port Commissioner.
- Participate in at least one SDAO or SDIS workshop or training session each year to develop additional skills and understanding.
- Seek one training opportunity each year relevant to committee assignments.

Travel costs, meals and lodging expenses incurred by a Commissioner attending an approved training or workshop, will be reimbursed by the Port, subject to the Port's expense reimbursement policy and applicable state statutes.

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# Commission Memo



Prepared by: Personnel Committee  
*Ben Sheppard, Kristi Chapman*

Date: February 1, 2022

Re: Employee Satisfaction Survey

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The Commission directed the Executive Director to prepare a staff survey with the objective to provide an additional method for Port employees to provide feedback to the Commission and Executive Director on ways to improve Port operations and the workplace environment.

The attached survey was prepared by the Executive Director and reviewed and modified by the Personnel Committee. The aim is to issue the survey by February 4 and obtain responses by February 18. Responses will be collected and summarized by the human resource consulting firm H.R. Answers, Inc. The summary would be transmitted to the Commission and Executive Director in time for consideration at the Spring Planning Session, tentatively scheduled for March 8.

The Personnel Committee recommends the Commission authorize H.R. Answers, Inc. to issue the employee survey as prepared.

**RECOMMENDATION:** Authorize issuance of Employee Satisfaction Survey.

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Port of Hood River  
**Employee Survey**  
February 1, 2022

Port of Hood River Employees:

The Port seeks to continuously improve operations, support employees, and provide an exceptional workplace environment. This survey is intended to provide an opportunity to express your views on a number of workplace issues. The value of the survey depends on your thoughtful, honest responses. The results will provide feedback to the Port Commissioners and Executive Director in their ongoing efforts to support the work environment for all staff.

This survey is being conducted by H.R. Answers, Inc. (“HRA”) a consulting firm specializing in human resource management. Survey responses will be collected and summarized by HRA. A summary of survey results will be shared with all staff about one month after review by the Commission and Executive Director.

**All responses will remain anonymous and confidential.**

There are two options for completing the survey (please choose only one):

1. Paper version with a pre-paid return envelope to return to HR Answers, Inc.
2. Electronic version via Survey Monkey [Insert link here](#) received by HR Answers, Inc.

Either method of response can be completed in English or Spanish.

**Please return your survey by February 18, 2022**

Each employee returning their survey will receive a \$25 gift certificate to Rosauers!

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Port of Hood River  
**Employee Survey**

February 1, 2022

*Please circle the word that most closely reflects how much you agree with each of the following statements. Written comments that clarify your response or identify recommended actions are very much appreciated.*

**1. I know what is expected of me at work.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**2. I have the training and tools I need to do my job well.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**3. The Port makes use of my skills and strengths that are relevant to the job I do.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**4. I receive appropriate recognition for doing good work.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**5. I feel that the work load is distributed evenly across my work group or department.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**6. My supervisor encourages my job growth and skill development.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**7. My supervisor seeks my input and values my opinions.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**8. I am informed about Port news effectively and in a timely manner.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**9. Other Port employees are committed to doing quality work.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**10. I am paid fairly for the work that I do.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**11. The Port's health insurance plan is satisfactory.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**12. The Executive Director is supportive of my work and department.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**13. The Port Commission supports staff and understands and recognizes the work that we do.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**14. I have ideas the Port should consider to improve the workplace environment.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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**15. My work obligations at the Port allow me to maintain an appropriate work/life balance.**

*Agree - Somewhat Agree - Disagree - Somewhat Disagree - Don't Know*

Comments:

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Please add any other comments or thoughts you might have to strengthen communication, work/life balance, management, etc.

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**THANK YOU!**

# Commission Memo



Prepared by: Michael McElwee  
Date: February 1, 2022  
Re: E. Anchor Way Grant

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At the 2021 Spring Planning Session, the Commission directed staff to initiate concept engineering and pursue grant funding for E. Anchor Way and the key public utility, transportation, and transit infrastructure necessary to develop Lot #1. At the June 1, 2021, meeting, the Commission directed staff to initiate concept engineering for N. 1<sup>st</sup> St., also a key component of infrastructure necessary to begin development of Lot #1. Both efforts are complete.

Staff has been pursuing opportunities for grant funding for both projects. In June, the Port obtained a \$500,000 grant from State of Oregon ARPA funding allocated through the 2021 Oregon Legislature. The funds were secured by Senator Chuck Thomsen and targeted at Anchor Way and/or a commercial hangar at the Ken Jernstedt Airfield. Staff is currently working with the State Department of Administrative Services to verify CSFRF eligibility and formalize a grant agreement. Staff is also nearly complete with a \$2.8 million grant application to the Economic Development Administration (EDA) and Columbia Area Transit (CAT) is preparing a grant application to the Federal Transit Administration (FTA) to fund portions of the project associated with the proposed transit hub and transfer station.

The attached agreement represents an additional grant funding opportunity. In November 2021, the Port received approval for a \$500,000 Type B Immediate Opportunity Fund (IOF) grant for E. Anchor Way. This is a program administered by Business Oregon and the Oregon Department of Transportation that supports transportation projects directly tied to economic growth and business expansion. The grant agreement is a standard ODOT template and staff is familiar with it having utilized an IOF grant when funding West Anchor Way in 2009-11. Legal counsel has reviewed the agreement.

**RECOMMENDATION:** Authorize \$500,000 Immediate Opportunity Fund Grant Agreement with the Oregon Department of Transportation for construction of East Anchor Way subject to General Counsel review and Executive Director approval.

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G001-T041620

**GRANT AGREEMENT**  
**OREGON DEPARTMENT OF TRANSPORTATION**  
**IMMEDIATE OPPORTUNITY FUND (IOF)**

**Project Name:** E. Anchor Way

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and the **Port of Hood River**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: Project Description**
  - b. Exhibit B: Recipient Requirements**
  - c. Exhibit C: Subagreement Insurance Requirements**
  - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$1,874,182. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$500,000 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. Project.**
  - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

**b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

**i.** Eligible Costs are actual costs of Recipient to the extent those costs are:

**A.** reasonable, necessary and directly used for the Project;

**B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and

**C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

**ii.** Eligible Costs do NOT include:

**A.** operating and working capital or operating expenditures charged to the Project by Recipient;

**B.** loans or grants to be made to third parties;

**C.** any expenditure incurred before ODOT’s Director awards the Project or after the Availability Termination Date; or

**D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;

**E.** right of way costs; or

**F.** costs to adjust, reconstruct or relocate utilities.

**c. Project Change Procedures.**

**i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to their ODOT Contact. The request for change must be submitted before the change occurs.

**ii.** Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

## **5. Reimbursement Process**

**a.** ODOT shall reimburse Recipient for Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors,

consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement.

- b. ODOT will reimburse Recipient Eligible Cost not to exceed 50% of the grant amount shown in **Section 3**. Upon Project completion and final project acceptance by ODOT, ODOT will reimburse Recipient for Eligible Costs up to the remaining grant amount shown in **Section 3**.
  - c. Each reimbursement request shall be submitted on letterhead to the ODOT Contact and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed.
  - d. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until on-site review is conducted and the Project is approved by the ODOT Contact or designee.
  - e. ODOT's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
    - i. ODOT has received funding, appropriations. Limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement;
    - ii. Recipient is in compliance with the terms of this Agreement; and
    - iii. Recipient's representations and warranties set forth in **Section 6** are true and correct on the date of disbursement.
  - f. Recovery of Grant Funds.
    - i. Recovery of Misexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement "(Misexpended Funds)" must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT no later than fifteen (15) days after ODOT's written demand for the same.
    - ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii) or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.
- 6. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision

of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

## 7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

## 8. Recipient Subagreements and Procurements

- a. Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.
  - i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
  - iii.** Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Subagreement indemnity; insurance.**
  - i.** *Recipient’s subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys’ fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient’s subagreement or any of such party’s officers, agents, employees or subcontractors (“Claims”). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient’s subagreement(s) from and against any and all Claims.*



- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
  - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
  - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
  - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
  - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 10. GENERAL PROVISIONS

- a. **Contribution.**
  - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and

copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
  - iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
  - c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
  - d. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
  - e. No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended



to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

- f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(f). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. Governing Law, Consent to Jurisdiction.** This Agreement 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 ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement 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 this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**THE PARTIES**, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The ODOT Director approved use of Type B funds for the project described in this Agreement on November 8, 2021.

Recipient’s project is in the 2021-2024 Statewide Transportation Improvement Program (STIP), (Key No. XXXXX) that was adopted by the Oregon Transportation Commission on July 16, 2020 (or subsequently approved by amendment to the STIP).

**Signature Page to Follow**

ODOT/Recipient  
Agreement No. 73000-00004XXX

**PORT OF HOOD RIVER**, by and through its  
elected officials

By \_\_\_\_\_  
Michael S. McElwee  
Executive Director

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL  
(If required in Recipient's process)**

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**  
Michael McElwee  
1000 E. Marina Drive  
Hood River, OR 97031  
(541) 386-1138  
mmmcelwee@portofhoodriver.com

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Delivery & Operations Division Administrator

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic-Roadway Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General (If over \$150,000)

Date \_\_\_\_\_

**ODOT Contact:**  
Vanessa Vissar  
123 NW Flanders Street  
Portland, OR 97209  
Vanessa.vissar@odot.state.or.us

## **EXHIBIT A**

### **Project Description**

**Agreement No. 73000-0000XXXX**

**Project Name: E. Anchor Way**

#### **A. PROJECT DESCRIPTION**

Recipient agrees to construct 550 ft. long and 64 ft. wide road (E. Anchor Way) to bisect Lot 1 and connect N. 1st Street with N. 2nd Street, the primary connection between I-84 and the Hood River Waterfront.

E. Anchor Way will provide a cross section sufficient for two-way vehicular movement, parallel parking on both sides, pedestrian crossings at both ends and mid-block, curb extensions and parallel bio-swales to accommodate storm water runoff and sufficient curb space for two full size busses adjacent to the transit shelter.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 5.

The Director approved use of Type B IOF funds for the Project described in this Agreement on November 8, 2021. Recipient will comply with all applicable provisions of ODOT's IOF Policy Guidelines, revised and approved by the Director on August 2021.

## **EXHIBIT B**

### **Recipient Requirements**

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). Unless otherwise negotiated, and after the Project Useful Life, ODOT will maintain that portion of the project that is within its jurisdiction.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
5. **Americans with Disabilities Act Compliance**
  - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
    - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
    - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
    - iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
  - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;  
  
Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
  - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

## **6. Work Performed within ODOT's Right of Way**

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

## **7. General Standards**

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

## **8. Land Use Decisions**

- a. Recipient shall obtain all permits, “land use decisions” as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a “Land Use Decision” and collectively, “Land Use Decisions”).
- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 8 is in addition to, and not in lieu of, ODOT’s rights and remedies under Section 5.f (“Recovery of Grant Funds”) of this Agreement.

## **9. Website**

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

## **10. Immediate Opportunity Fund**

- a. Required Certification:
  - i. Recipient shall obtain certification of the site served by the Project under the State of Oregon’s Certified Industrial Site program within three (3) months Project completion. In the event certification of the Project site is not obtained within three (3) months from Project completion, Recipient shall reimburse ODOT all IOF Funds distributed to Recipient for this Project.
  - ii. If certification of the industrial site is not obtained within three (3) months due to an OBDD delay, an extension for the deadline may be approved through mutual agreement of the Director of OBDD and the Director of ODOT. Any extension will only be effective upon amendment to this Agreement.
  - iii. In the event construction of the Project results in the discovery of previously unknown circumstances that require significant financial resources to address, the deadline for certification may be extended or the repayment requirement may be waived through a recommendation of the OBDD Business Development Officer which is mutually agreed upon by the Directors of ODOT and OBDD and referred to the OTC for approval.



- b.** Recipient shall return to ODOT all previous reimbursements if it fails to provide job documentation, fails to meet job target goals or fails to obtain Project Site Certification.
  - i. All returned reimbursements shall include interest equal in rate for the Highway Trust Fund at the State Treasury established on the date of execution of this Agreement. Interest shall accrue from the date of the first withdrawal from the Highway Trust Fund at the State Treasury.

## **EXHIBIT C**

### **Subagreement Insurance Requirements**

#### **1. GENERAL.**

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

#### **2. TYPES AND AMOUNTS.**

##### **a. WORKERS COMPENSATION.**

All employers, including Contractor, 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). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### **b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**c. AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**d. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**e. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall 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 the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**f. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**g. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**

# Commission Memo



Prepared by: Michael McElwee  
Date: February 1, 2022  
Re: HDR Bridge Contract -  
Amendment No. 3 to Task Order 11

---

On August 24, 2021, the Commission approved Amendment No. 2 to Task Order No. 11 which authorized HDR Engineering, Inc. to carry out live-load testing and engineering analysis related to the new weight limit imposed on the Hood River Bridge.

The live-load testing has been carried out and engineering analysis is nearly complete. The attached Amendment No. 3 would extend the time frame for completion of the work from January 30 to March 31. The extension is due to several factors that have postponed completion. The maximum fee will not change.

**RECOMMENDATION:** Approve Amendment No. 3 to Task Order 11 of the Master Services Agreement with HDR Engineering, Inc. to extend the completion date for engineering services associated with live load testing and weight limit restoration analysis.

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**TASK ORDER 11 – Amendment 3**

**SCOPE OF SERVICES  
for  
Load Posting Restoration**

January 19, 2022

This Task Order pertains to a **Personal Services Master Service Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and **HDR Engineering, Inc.** (“**Consultant**”), dated June 17, 2015 (“the Agreement”), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, and Amendment 3 dated July 3, 2021. The Port and Consultant agree to extend the Period of Service as amended below for this Task Order. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

**PART 4.0 PERIODS OF SERVICE:**

All work shall be completed by March 31, 2022.

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PORT OF HOOD RIVER  
“Port”

HDR ENGINEERING, INC.  
“Consultant”

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Michael S. McElwee

NAME: Tracy Ellwein

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 1000 E. Port Marina Drive  
Hood River, Oregon 97031

ADDRESS: 1050 SW 6<sup>th</sup> Ave  
Suite 1800  
Portland, OR 97204

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# Commission Memo



Prepared by: John Mann  
Date: February 1, 2022  
Re: Coffman Engineering – Amendment No. 3

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The Port contracts with Coffman Engineering for a variety of engineering consultation. In May of 2020, the Port entered into a contract with Coffman for consulting on several projects including the Approach Deck Rehabilitation Project (“Project”). Amendment No. 1 to that contract, approved in October of 2020, focused Coffman’s work on the Project and the Long Term Capital Maintenance Plan for the bridge. Amendment No. 2, approved in March of 2021, provided funding for in-depth inspections, verification of approach ramp structural capacity, topographic surveys, and development of project plans, specifications, and construction cost estimates.

The attached Amendment No. 3 provides \$50,500.00 for the cost to complete the Project, including specification revisions and construction administration.

**RECOMMENDATION:** Approve Amendment No. 3 to Contract with Coffman Engineering for the Approach Deck Rehabilitation Project not to exceed \$50,500.00.

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**AMENDMENT NO. 3  
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 3 to a Personal Services Contract ("Contract") is entered into by and between **Coffman Engineers** ("Contractor") and the Port of Hood River ("Port").

**RECITALS:**

WHEREAS, Contractor and Port entered into Contract dated January 25, 2020 for consulting services associated with a condition analysis of the Hood River Bridge piers ("Contract"); and anticipated the possibility of additional engineering analysis tasks associated with high priority bridge projects to inform future capital and capital maintenance project planning; and

WHEREAS, Amendment No. 1 was made to the Contract on October 10, 2020 to provide a second engineering opinion to address the deteriorated condition and planning of repair and rehabilitation alternatives, including recommendations for alternatives, conceptual plans, construction sequencing, and preliminary cost estimates; and

WHEREAS, Addendum No. 2 was made to the Contract on April 12, 2021 to authorize Task #5 which included in-depth inspection of the approach decks, verification of approach ramp structural capacity, topographic survey, and development of project plans, specifications, construction cost estimate for HMA overlay with waterproof membrane, and construction administration services, and;

WHEREAS, the Port now requires confirmation of the HMA overlay with waterproof membrane approach and development of construction-ready documents for the rehabilitation of the approach ramp decks;

NOW, THEREFORE, Contractor agrees to carry out the scope of work described in the attached Exhibit A-3, Additional PS&E Development and Construction Oversight Costs, Bridge Approach Ramps, Deck Rehabilitation/Overlay Design, not to exceed \$50,500.00. This Amendment No. 3 shall extend Contract dates from February 1, 2022, to January 31, 2023. Except as changed by this Amendment No. 3, all terms of the Contract remain unchanged and in effect.

DATED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2022.

**COFFMAN ENGINEERS**

**PORT OF HOOD RIVER**

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Name, Title  
1355 N.W. Everett, Suite 100  
Portland, OR 97209  
Office: 206-462-2657  
[Harvey.coffman@coffman.com](mailto:Harvey.coffman@coffman.com)

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Michael McElwee  
Executive Director  
1000 Port Marina. Drive  
Hood River OR 97031  
Office: 541-386-1138  
mmcelwee@portofhoodriver.com

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Exhibit A-3  
Amendment #3, Additional PS&E Development  
and Construction Oversight Costs  
Bridge Approach Ramps  
Deck Rehabilitation/Overlay Design  
Port of Hood River, Oregon

January 25, 2022

Michael McElwee  
Executive Director  
Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR 97031

Project: Bridge Approach Ramps Deck Rehabilitation/Overlay Design  
Port of Hood River, Oregon

Subject: Amendment to Professional Engineering Services

Dear Michael:

Coffman Engineers, Inc (CEI) is submitting Amendment #3 to our existing contract for bridge consulting services, to include specification revisions and construction oversight, for the Port of Hood River on the Hood River-White Salmon Bridge Approach Ramp Concrete Deck Rehabilitation. If you find this proposal acceptable, please provide a Professional Services Agreement to us as our authorization to proceed with the work.

## **PROJECT DESCRIPTION**

As a part of a task initiated by the Port of Hood River in 2020, Coffman Engineers reviewed the available information regarding the North and South approach ramps. The conclusion of this task, as stated in the Deck Rehabilitation Memo dated January 12, 2021, recommended that the Port further validate the Hot Mix Asphalt (HMA) overlay with waterproof membrane option due to the relative lower cost and shorter construction time. This project aims to confirm the HMA overlay with waterproof membrane approach and develop construction-ready documents for the rehabilitation of the approach ramp decks.

## **PROJECT APPROACH**

This amendment to services is to provide two components: a revision to the original contract to account for change in approach on the contract specification and provide a fee for construction oversight.

*Specification Revisions:*

During the initial development of the specification, Coffman Engineers received direction from the Port of Hood River that the contract documents (plans and specifications), specifically the special provision could be prepared using WSDOT standard specifications as the basis of the design.

Review of the contract documents identified that Oregon Code was referenced throughout. To maintain best practices and eliminate confusion during bidding, the decision to revise the contracts special provisions to follow ODOT standard specifications and special provisions.

This modification in approach has resulted in a change to the base scope of services described in our original proposal and therefore Coffman is seeking additional services to support the effort of modifying the specifications and plans to comply with ODOT standards.

*Construction Administration:*

At the Port's request, Coffman is providing a updated fee for Construction Administration services based on the 100% design and the method in which the Port wishes to program the construction of the HMA Overlay with Waterproof Membrane.

*Contract Duration:*

Finally, an extension to the agreement is needed to include the duration for construction. We request an extension to May 31, 2023 to allow for the conclusion of the contract phase and final documents.

**SCOPE OF SERVICES**

*Specification Revisions:*

The proposed additional service is for the revision to specifications is as follows:

- Converting WSDOT Special Provisions to appropriate ODOT specifications and writing provisions for HMA Overlay with Waterproof Membrane
- Updating Bid Item list as needed to comply with ODOT naming and units.
- Updating Cost Estimate to match ODOT titles.
- Reviewing and updating plans to convert WSDOT references to ODOT references.

*Construction Administration:*

The original scope of services provided basic construction administration services including:

- Responding to bidder questions and one (1) site visit during construction.

The additional construction administration services to be included in the contract are as follows:

- On Site support at pre-bid walk through.
- Virtual attendance at pre-construction meetings
- Submittal Review (up to 20 hours)
- Response to Requests for Information (RFI's) (up to 20hours)

- Onsite support of (1) Engineer during the 7-day construction window including daily site observations reports. Fee assumes seven (8) hour working days with travel on either end.
- Processing (2) change orders
- Material Testing Support provided by Atlas Technical Consultants
- Surveying support (if required), by Terra Surveying

**ADDITIONAL SERVICES:**

The following services can be provided for an additional fee to the Agreement:

- Significant changes to the schedule, other than those listed below, including accelerated deadlines, additional milestones, or other material changes to the schedule are potentially additional services.
- Participation in or redesign due to value engineering, or constructability review. Value engineering required due to cost escalation if the project schedule changes.
- The Port of Hood River does not anticipate that any permits will be required for this scope of work. In the event permits are required, Coffman may provide this service for an additional fee.
- The Port will handle the bid advertisement and construction management services.
- Additional travel to the site beyond what is listed under the project scope.

**SCHEDULE:**

The deliverable dates for this project will be set upon signing of this proposal. Coffman understands the tentative schedule of this project to be as follows:

- Revised Specifications and Final PSE package – February 4<sup>th</sup>
- Construction Services to begin at advertisement of project – To be determined.

**FEE:**

We propose to provide the basic services as described above on a Time and Expense basis. Our estimate for this effort is as follows:

Revision to Specifications	\$ 6,000
Construction Support Including Original Fee	\$ 34,500
<u>Contingency</u>	<u>\$ 10,000</u>
Total:	\$ 50,500

Reimbursable expenses are included in the total fee noted above.

**PAYMENTS:**

Billings and payments will be made monthly as the work progresses. All other terms and provisions listed in the attached terms and conditions will be applicable to this proposal.

Michael McElwee  
Port of Hood River  
January 26, 2022  
Page 4

**ACCEPTANCE:**

If this proposal is acceptable, please provide a Professional Services Agreement, including the extension of this contract for 1 year, to us as our authorization to proceed with the work. The terms and conditions of this proposal are valid if the Agreement is countersigned and returned within 30 days from the date of this letter.

Coffman Engineers, Inc. appreciates this opportunity to assist you on this project. If you have any questions or comments relating to this proposal, please feel free to contact Harvey Coffman at 509.370.8145.

Respectfully submitted,

COFFMAN ENGINEERS, INC.



Harvey L. Coffman, PE, SE  
Senior Discipline Manager  
Bridge Engineering, Portland Office



David L. Peden, PE, SE, LEED AP  
Principal, Structural Engineer



# Commission Memo



Prepared by: Greg Hagbery  
Date: February 1, 2022  
Re: Soil Solutions – UST Service Provider

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While performing a building inspection of the former SDS Hangar that is now owned by WAAAM, an Underground Storage Tank (UST) was discovered. Soil Solutions Environmental Services was contracted to conduct a preliminary inspection to determine if any contaminants have leaked from the tank into the surrounding soil.

During the preliminary inspection, the soil sample report detected diesel fuel in two of the four soil samples. The detection of diesel contamination triggered a notification to the Oregon Department of Environmental Quality (DEQ). The DEQ informed the Port that it has been notified of the discovery, expecting the Port to sign a DEQ contamination agreement and appropriate action.

Soil Solutions provided the attached, minimum estimated project cost of \$8,550 to decommission and remove the UST, remove contaminated soil, conduct additional groundwater testing (if required), restore the site, and provide the requisite report documentation for the DEQ. Staff requests \$3,000 in additional spending authorization to cover any unexpected increase in cost beyond the minimum estimated cost as provided by Soil Solutions.

The DEQ will require the Port to enter into a Cost-Recovery Agreement (CRA) for oversight of the project. These CRA costs are determined by the overall severity of contamination and can range significantly.

All costs associated with the decommissioning of the UST will be billed to the owner of the hangar once the project is deemed complete and a “no further action” letter is received from the DEQ.

**RECOMMENDATION:** Authorize contract with Soil Solutions Environmental Services for environmental services to decommission the diesel tank and remove contaminated soil at the Ken Jernstedt Airfield, not to exceed \$11,550.

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3540 SE 28th Avenue Portland, Oregon 97202

Oregon **503.234.2118**  
Washington **360.750.0611**  
Fax **503.331.7133**

[www.soilsolutionsenvironmental.com](http://www.soilsolutionsenvironmental.com)

December 17, 2021

To: Greg Hagbery  
Port of Hood River

RE: Diesel tank decommission and contaminated soil removal

FOR: Tank removal, soil excavation and DEQ registered cleanup  
3608 Airport Dr  
Hood River, OR 97031

Greg,

Thank you for the opportunity to submit the enclosed scope of work and cost estimate for the decommissioning of the underground diesel storage tank (UST) at the above referenced property and the removal of contaminated soil to meet DEQ closure requirements. The scope of work has been developed based upon standard industry and investigative procedures for this type of project.

Should you have any questions regarding the scope of work or cost estimate, please do not hesitate to contact me at your convenience. If the proposal is acceptable, please sign and return a copy to our office. We will not require a deposit prior to beginning work. We look forward to working with you on this project.

Sincerely,

Paul Tate  
Project Manager  
Soil Solutions Environmental Services, Inc.

## WORK PLAN AND COST ESTIMATE

### Investigation and Cleanup of Petroleum Contaminated Soil (PCS)

Client: Port of Hood River  
Contact: Greg Hagbery  
Telephone: 541-386-5116  
Email: ghagbery@portofhoodriver.com

Site Location: 3608 Airport Dr  
Hood River, OR 97031

#### **Project Data:**

Type of Tanks: UST  
Number and Size of Tanks: 1x 1400 gallon  
Tank Contents: Diesel

#### ***Project Objectives***

The purpose of this project is to:

- 1) Obtain DEQ decommission permit;
- 2) Excavate to expose top of tank;
- 3) Remove and properly dispose of tank contents;
- 3) Remove UST from the ground;
- 4) Excavate, transport and properly dispose of contaminated soil;
- 5) Collect soil samples from the excavation pit to confirm all contaminated soil has been removed, as possible;
- 6) If required, collect a minimum of one groundwater sample to determine if it has been impacted by petroleum contamination, requiring further investigation;
- 7) Once site meets DEQ closure requirements, backfill and compact excavation with crushed concrete & rock;
- 8) Prepare a report documenting the findings of the project activities for decommissioning of the UST system and subsequent cleanup for submission to the client and DEQ.

### ***Project Assumptions, Exclusions and Disclaimers***

This Scope of Work and Cost Estimate is based on the following assumptions:

- Written permission will be provided by the property owner allowing entrance onto the subject property with equipment and personnel necessary to perform the required work described in this Scope of Work and Cost Estimate;
- All PCS waste will be disposed at the Wasco Landfill;
- Site conditions, including weather and seasonally related conditions, structures and landforms, will allow necessary equipment and personnel ready access to the UST area without restriction to perform the required decommissioning activities;
- No delays will be encountered during project activities; delays or damages caused by “Acts of God” will not be the responsibility of Soil Solutions;
- Public underground utilities and other structures will be identified by the Oregon Utility Notification Center prior to commencement of work. Private utility locating services are not included in this scope of services;
- Encumbrances to project activities presented by utilities or other overhead, surface or subsurface objects or conditions including the repair to private underground utilities or subsurface structures are outside the Scope of Work and Cost Estimate and are not the responsibility of Soil Solutions;
- Any services exceeding those expressly listed in the Scope of Work and Cost Estimate will be performed on a time and materials basis, upon client approval and be subject to standard Soil Solutions pricing;
- Contamination may extend to depths and locations that are inaccessible for excavation. Soil Solutions is not responsible for excavation beneath structures or other obstructions, or for excavation deeper than 16’ beneath ground surface.
- Proposal includes cost for backfilling and removal of surface tank fixtures (fill and vent pipes). All other site restoration activities will be the responsibility of the client.

## ***Scope of Work***

The scope of work outlined below includes prefield and field, analytical laboratory, and reporting activities associated with the decommissioning of one underground diesel storage tank (UST).

### ***1.0 Pre-field Project Management***

Soil Solutions will obtain all necessary permits for tank removal and soil disposal, coordinate onsite field work, and discuss project objectives and progress with the client, DEQ, and other interested parties, as necessary.

### ***2.0 Petroleum Contaminated Soil (PCS) Excavation***

Field activities related to the petroleum contaminated soil excavation, will be supervised by DEQ licensed UST Supervisor as outlined below.

Soil excavation will commence following tank removal. Contaminated soil will be placed directly into trucks or drop boxes and will not be stored on site. PCS will be hauled under special waste disposal permit to the Wasco Landfill. Base price includes **12 tons** of PCS excavation, transport and disposal. During and following excavation, a DEQ licensed UST supervisor will evaluate subsurface soil conditions. Excavation will terminate at the discretion of the onsite supervisor. Soil samples will be collected at the end of excavation, or at the termination of each workday, if PCS remains onsite. If additional PCS excavation is necessary to meet DEQ's clean-up criteria, excavation, transport, and disposal will be billed at a rate of **\$375/ton**. Following receipt of cleanup confirmation samples (**see Task 3.1 below**), the pit will be filled with compacted crushed concrete and rock. **Contract assumes only diesel contamination will be encountered. A change order will be provided if gasoline, heavy oil, or other contaminants are detected.**

### ***3.0 Site Assessment - Soil and Water Sample Collection and Analysis***

#### ***3.1 Cleanup Confirmation Soil Samples***

A DEQ licensed UST supervisor will collect confirmation soil samples from the bottom of and each wall of the excavation pit per DEQ requirements. The samples will be submitted to an independent laboratory for analysis.

The soil samples will be given a unique identification, logged onto a formal chain-of-custody form, placed on synthetic ice in a cooler, and delivered to Friedman and Bruya Laboratory, Inc. in Seattle, Washington, for laboratory analysis. The samples will be analyzed following Oregon DEQ Method Northwest Total Petroleum Hydrocarbon – Diesel (NWTPH-Dx) analysis. Laboratory results will be available the next business day following sample collection. The analysis will determine the presence or absence of petroleum product.

### ***3.2 Initial Groundwater Samples***

If groundwater is encountered during excavation or site assessment, a DEQ licensed UST supervisor will collect a single water groundwater sample from the tank area. The sample will be submitted to an independent laboratory for analysis.

The sample will be given a unique identification, logged onto a formal chain-of-custody form, placed on synthetic ice in a cooler, and delivered to Friedman and Bruya Laboratory, Inc. in Seattle, Washington, for laboratory analysis. The samples will be analyzed using the following methods: Oregon DEQ Method Northwest Total Petroleum Hydrocarbon – Diesel (NWTPH-Dx) analysis, Volatile Organic Carbons (EPA 8260), and Polycyclic Aromatic Hydrocarbons (SIM 8270)

Laboratory results will be available within five business days following sample collection. If petroleum or its constituents are detected in the initial groundwater sample, a full groundwater investigation will be required to meet DEQ closure criteria. **See Task 4.0 below.**

***This estimate does not include the cost of groundwater pumping and disposal, should it be necessary.***

### ***4.0 Groundwater Investigation (if necessary)***

If contaminated groundwater is encountered, Soil Solutions personnel will utilize hand auger equipment to drill and collect soil and groundwater samples from up to four borings surrounding the impacted area. One groundwater and one soil sample will be collected from each boring at the approximate soil/water interface. After the collection of soil and groundwater samples each boring will be backfilled to ground surface with Bentonite chips. Soil and groundwater samples will be placed in glass sampling jars, stored at approximately four degrees centigrade, and transmitted to an analytical laboratory under Chain-of-Custody documentation.

Soil and water samples will be analyzed following method Northwest Total Petroleum Hydrocarbon-Diesel (NWTPH-Dx).

Soil Solutions' Registered Geologist will review all soil and groundwater analytical data. Following this review, Soil Solutions will either recommend additional site activities if required or a final decommission/cleanup report will be prepared and submitted to the DEQ. Additional site activities may include additional contaminated groundwater pumping/disposal, additional sampling with laboratory analysis, and/or installation of product recovery or monitoring wells. Costs to complete these additional activities are not included in this cost estimate.

### ***5.0 UST Decommission Report***

A complete report documenting UST decommissioning and cleanup activities will be prepared for submission to the client and DEQ. The report will include summary analytical data tables, a figure illustrating sample locations, copies of the soil and groundwater sample laboratory analytical results and chain-of-Custody documents. One data table will compare the results to the Oregon DEQ numeric Soil Matrix cleanup standard. The report will be submitted to the client and DEQ following receipt of payment on all open invoices related to the project.

### ***6.0 Regulatory Requirements***

Gasoline, diesel, and oil are regulated substances. Should there be an indication or confirmation of a subsurface release from the USTs, the responsible party (e.g., the property owner) is obligated to notify the Oregon DEQ in accordance with the reporting requirements given in Oregon Administrative Rules (OAR) 340-122-220 and the site must then be investigated and cleaned up in accordance with UST regulations given in OAR 340-122-205 through 340-122-260 and 340-122-305 through 340-122-360.



**Cost Estimate**

<i>Pre-field Project Planning, Project Oversight</i> .....	\$600.00
<i>DEQ tank decommission permit</i> .....	\$500.00
<i>UST Removal, PCS Excavation (12 tons) and Site Assessment</i> .....	\$6,600.00
<i>Additional PCS Excavation (if necessary)</i> .....	\$375/ton
<i>Initial Groundwater Sample (if necessary)</i> .....	\$750.00
<i>Groundwater Investigation (if necessary)</i> .....	\$4,800.00-\$6,000.00
<i>UST Cleanup Report</i> .....	\$850.00
<b>Estimated Minimum Project Cost</b> .....	<b>\$8,550.00</b>

**The above minimum cost estimate does not include PCS excavation in excess of 12 tons or costs associated with groundwater. All costs are in addition to the costs of all previous contracts.**

Dated: 12/17/21

Soil Solutions  
Environmental Services, Inc  
Paul Tate  
Project Manager

**Acceptance of tank and contaminated soil removal at 3608 SE Airport Dr**

You are hereby authorized to furnish all materials, equipment, and labor required to complete the work detailed in the above scope of work, for which the undersigned agrees to pay the amount stated in said scope of work and cost estimate in accordance with the terms and conditions presented above. The undersigned understands that no work or expenses in excess of the cost estimate above will be performed without prior approval by the property owner.

---

Client Signature

Date

***Conditions and Limitations:***

- 1) The professional services of Soil Solutions will be provided using that degree of care and skill ordinarily exercised under similar circumstances by reputable environmental consulting firms. No other warranty expressed or implied is made.
- 2) The conclusions and recommendations reached from this investigation will be based only on the analytical results and observations made during field investigations. The accuracy of these findings should not be considered as scientific certainties, but rather as professional opinion based upon selected and limited data.
- 3) The services to be performed consist solely of those described within the scope of work outlined above. Other services may be provided as an expansion of the scope of work outlined above or as an additional phase of the investigation.
- 4) This proposal is based upon performing the assessment under Level D or less health and safety protection. If unsafe physical or chemical conditions are encountered at the site, all work will be temporarily halted, the client notified, and a new scope of work negotiated.
- 5) Soil Solutions does not assume the responsibility for reporting to any local, state, federal public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. Notification to appropriate agencies as required by law is the responsibility of the client.
- 6) If the subject property and facilities are not owned by the client, the client warrants that all necessary permissions for Soil Solutions to enter onto the site for the purpose of performing the scope of work outlined above has been obtained.
- 7) All data generated from this investigation, including the final report, will be submitted to the client upon receipt of payment in full for services rendered.
- 8) Project will be invoiced upon completion. Balance is due within 30 days of invoice date. Interest will be charged at a rate of 18% APR for any unpaid past due amount.
- 9) Duration of proposal: 45 days

# Commission Memo



Prepared by: Greg Hagbery  
Date: February 1, 2022  
Re: Chief Consulting – Amendment 3

---

Chief Consulting Group LLC has been a tenant in the Timber Incubator Building since November 2017, for the purpose of processing industrial hemp. Recently, the hemp industry has significantly struggled due to oversupply of product.

On December 12, 2021, Johnathan Vanella of Chief Consulting appeared before the Commission to request allowance for OLCC-licensed cannabis processing to replace his current hemp processing operation. That request was denied.

With continued desire to repurpose \$1M in improvements and equipment to the Leased Premises, Chief Consulting has requested an amendment the Lease, modifying the use of the Leased Premises from hemp processing and distribution to the distillation of alcohol beverages and distribution. Chief Consulting feels that their current equipment is sufficient to accomplish this transition.

This amendment to the Lease is contingent upon Chief acquiring all required licenses, permits and approvals to distill alcohol. An on-site tasting room for sampling or retail sale of distilled products is prohibited.

**RECOMMENDATION:** Approve Amendment No. 3 to the Lease with Chief Consulting Company in Suite 300 of the Timber Incubator Building.

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**AMENDMENT NO 3 TO LEASE**

Whereas, the Port of Hood River ("Lessor") and Chief Consulting Group LLC., ("Lessee") entered a lease of approximately 2,500 sf commencing November 8, 2017 ("Lease"); and,

Whereas, Amendment No. 1 to Lease was executed on January 11, 2019, which reinstated the lease and extended the term through October 31, 2020, and;

Whereas, Lessee did not exercise the second Lease extension option and as a result, Lessee went into Hold Over status as of November 1, 2020; and

Whereas, Amendment No. 2 to Lease was executed on March 10, 2021, which extended the lease term through October 31, 2022

Whereas, Lessee has requested approval to change the purpose of use, as defined in Section 4. Use, of the original Lease, from Hemp processing and distribution, to distillation of alcohol beverages and distribution.

Whereas, this Amendment is contingent upon Lessee acquiring the necessary Federal, State and County licenses, permits and approvals to conduct distillation activities.

Therefore, Lessor and Lessee agree:

1. The Lease shall be modified to show that Lessee shall use the Leased Premises for distillation and distribution of alcohol beverages, contingent upon Lessee acquiring necessary Federal, State and County licenses, permits and approvals.
2. A tasting room for sampling or retail sale of any alcoholic products distilled on site is not allowed in the Leased Premises.

Except as modified by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, to Lease, all terms and conditions shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

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

By: \_\_\_\_\_  
Johnathan Vanella, Chief Consulting Group, LLC, Member

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# Commission Memo



Prepared by: Genevieve Scholl  
Date: February 1, 2022  
Re: Budget Committee Appointment

---

Due to a potential conflict of interest in the next fiscal year, Budget Committee member Svea Truax has requested to vacate her post on the committee. There is one active, pending application to the committee from former Port Commissioner and local business owner, Brian Shortt (attached). Staff recommends appointment of Mr. Shortt to the Budget Committee for a term of three years.

**RECOMMENDATION:** Appoint Brian Shortt to the Budget Committee to fill the vacancy resulting from the resignation of Svea Truax.

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**PORT OF HOOD RIVER  
BUDGET COMMITTEE APPLICATION**

Please print - use back if needed

NAME: Brian Short

ADDRESS: 2791 Prospect HR

Email: brian@shortsupply.com

PHONE: 541-460-0123 FAX: NA

(You must be a registered voter residing in the Port District.)

Government committees/commissions/boards/civic/service organizations on which you have served: \_\_\_\_\_

Port of HR Commissioner

Please state in concise terms any relevant experience you may have and explain why you would like to serve on the Port of Hood River Budget Committee:

Port of HR Commissioner 8 years  
Port of HR Executive 11 years  
Civic Responsibility

Brian Short  
Signature

1/23/22  
Date

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# Commission Memo



Prepared by: Daryl Stafford  
Date: February 1, 2022  
Re: Doug's Hood River Water Adventures  
Kite School Concession at the Event Site

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New Wind, one of the Kite School Concessions on the Event Site Cruise Ship Dock (Space #5), was recently sold by Jim Bison to John Melesko, the owner of Doug's Sports in Hood River. Mr. Melesko met with staff to request a new Concession Permit for the remainder of New Wind's Lease term (2022-2025). Mr. Melesko is changing the name of the business to Doug's Hood River Water Adventures and plans to keep the operation much the same as the previous owner, offering kite and wing lessons.

Mr. Melesko is an avid kiter and winger and is very involved with the kiting community. Staff recommends offering Mr. Melsko a concession permit and believes he will be a great fit at the Event Site.

The attached draft Permit for Doug's Hood River Water Adventures reflects the Commission's recent directive that Concession Permits are not automatically offered to new owners in the event of a sale of business, and that individuals must apply to the Port for a new Concession Agreement.

**RECOMMENDATION:** Approve 2022-2025 Waterfront Recreation Lesson and Rental Seasonal Concession Permit for Doug's Hood River Water Adventures.

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**PORT OF HOOD RIVER  
2022-2025 WATERFRONT RECREATION LESSON & RENTAL  
SEASONAL CONCESSION PERMIT**

The **PORT OF HOOD RIVER** (hereafter "Port") hereby permits **Doug's Hood River Water Adventures** (hereafter "Permittee") to operate a commercial kiteboarding/wing lesson and rental concession at the Port Event Site, 107 N. First Street, Hood River, OR, 97031, during hours the Event Site is open to the public, subject to applicable statutes, ordinances and rules. The location of the concession is near the intersection of First Street and Portway Avenue in Hood River, Vendor Site #5 (hereafter "Concession Area") shown on "Exhibit A". This permit authorizes Permittee to use the Concession Area from April 15 through October 15, 2022-2025 during each year the concession is in effect (hereafter "Concession Period").

**Port Property and Public Trust Uses:** The Port enters into this waterfront recreation concession permit which governs management, safety procedures, upland operations, and insurance and emergency response procedures on Port-owned properties. This Permit does not convey the right of the Permittee to operate on stated-owned land, including portions of the Delta (Sandbar). Permittee is only allowed under this permit to operate on property owned by the Port. Permittee shall not preclude any public trust uses (fishing, recreation, navigation, and commerce) of the state-owned Sandbar and Federally governed open waters.

**Columbia River Inter-Tribal Fish Commission Information:** Permittee shall inform customers that fishers from the Yakama, Warm Springs, Umatilla and Nez Perce tribes are on the Columbia River exercising their tribal treaty right to fish. Salmon harvested by the tribes is essential to the tribal religion, diet, and economy. The following net and board safety tips are a few things that will help to keep everyone safe while we share the Columbia: look out for buoys, floats, nets and ropes as well as boats; keep a 10-to-20-foot clearance from the buoy line; NEVER try to sail over a net; never assume that a boat operator can see you; and never cut shoreline ropes or ropes that are attached to buoys or nets.

**Permit Duration and Fees:** Unless revoked by the Port or not renewed by Permittee or the Port, this Permit shall be valid for a six (6) month maximum time period during the Concession Period. Renewal of this Permit will be contingent upon Permittee following all current and future Port concession requirements of the concession permit, and the Port's evaluation and approval of Permittee's activities during the prior Concession Period, in the Port's discretion. Permittee shall notify the Port no later than December 1 if it does not intend to renew the permit for the next season. If Permittee ceases its operations or changes business ownership during the permit term, the permit shall be revoked by the Port and a new permit may be issued in the Port's sole discretion. There is a \$500 administration fee payable to the Port for new vendor leases issued due to the sale of the business. Subleasing is not allowed.

Permittee shall pay a 2022 permit fee of **\$3,520** for the Concession Area. Commencing in 2023 fees will be adjusted by a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled Consumer Price Index for the Western Region Class BC, or if such index is unavailable will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent. The fee will not be adjusted, and no refunds will be given, if Permittee activities are temporarily suspended by the Port, or due to any circumstances beyond the Port's control, including but not limited to weather, fires, water levels, or site constraints.

Payment options: For each Concession Period Permittee shall pay on June 15th as a lump sum or in two equal payments on June 1 and August 1. Accounts will be charged a \$75 per month late fee for failure to pay on time. The concession fee will not be prorated for periods of non-use of the Concession Area by Permittee during a Concession Period, unless the permit is revoked by the Port without cause as provided in the Revocation of Permit paragraph below.

In addition to the annual permit fee, Permittee shall pay the Port a non-refundable dock use fee by July 1 of each Permit Period which allows Permittee to moor up to two PWCs at the Port Marina South Basin Dock during the Permit Period. The dock use fee for the 2022 Permit Concession Period and each Concession Period thereafter shall be \$150 per jet ski for the 6-month term. Additional dock space may be available for Permittee upon request for \$150 per jet ski for the 6-month term. Reservations must be made by April 1 for each term.

**Operations, Licenses, and Laws:** Permittee's operations at the Concession Area may be conducted after 8:00 a.m. during daylight hours daily, unless with 72-hours prior notice the Port requests Permittee not to operate on certain days or in certain areas designated by the Port. In emergency situations the Port reserves the right to cease operations until further notice.

Permittee shall be responsible to obtain any required licenses and permits as a condition of granting this concession. These additional permits include any required from Oregon State Marine Board, U.S. Coast Guard, County, and the City of Hood River for outfitting, guiding, and operating a transient (6-month) business within the city limits. Copies of all permits shall be submitted to the Port prior to Permittee beginning concession operations on Port property.

Permittee shall be responsible to pay any real or personal property taxes assessed against the Concession Area or Permittee's equipment or structures located on Port property.

All conditions of the City of Hood River's Transient Merchant License are applicable to this commercial concession permit unless an exemption applies because Permittee operates a permanent retail business within the City of Hood River. Permittee is responsible to determine whether a City license exemption applies to Permittee. The City of Hood River requires a licensee to be named as an additional insured on Permittee's insurance policy under a City license. Failure to comply with those conditions may lead to the revocation of this Permit by the Port.

Permittee shall comply with all federal, state, and local laws and regulations and Port rules and regulations applicable to Permittee's activities at Port property. Failure to do so may result in the immediate revocation of this Permit by the Port. Permittee also agrees to comply with laws and regulations governing water activities related to Permittee's use of Port property, including those of the U.S. Corps of Engineers, U.S. Coast Guard, Oregon State Marine Board, Oregon State Marine Board and Oregon Department of State Lands.

The Port reserves the right, in the Port's sole discretion, at any time during the term of this Permit to restrict or prohibit the sale of any product or service by Permittee.

**Concession Location Requirements:** Permittee will operate Permittee's seasonal commercial concession at the Concession Area. Permittee agrees that it will not use any other Port property without the express consent of the Port. Permittee may maintain a temporary trailer or small building on the Concession Area not to exceed the size designated by the Port.

Permittee agrees to be responsible for daily removal of any trash or other debris from Permittee's Concession Area and adjacent areas, and to assist the Port and its staff, to the extent Permittee is able, in monitoring activities in and near these areas. Permittee shall not



use Port trash cans or dumpsters for their trash. Permittee shall notify the Port to report suspected illegal activities; persons defacing Port property; drunk or disorderly behavior or those acting in any way which is or might be dangerous to persons or property in the area.

The Port must pre-approve in writing all Permittee fencing, structures, trailers, storage, landscaping or site improvement work or projects in the Concession Area.

Permittee understands and agrees that Permittee's concession activities will occur on Port public property, and that others may engage in similar activities in the area. This is a non-exclusive concession permit. If any individual or group leases or is permitted by the Port to use any portion of Port property for an exclusive-use event, the Port may require Permittee to discontinue or curtail Permittee operations or to allow access to the Concession Area during that event. The Port will provide at least 72-hours prior notice of exclusive-use events that will occur on properties typically used by Permittee. The Spit is usually closed to kiteboarding activity for approximately three days during the 4<sup>th</sup> of July fireworks show for setup and cleanup. During these exclusive-use events, or if the City or Port requires Permittee to stop Permittee's activities at the Concession Area or in other designated areas, Permittee may be allowed by the Port to conduct its concession activity on other Port property in an area designated by the Port, and to access the Columbia River from there with their customers.

Permittee agrees to remove any structure or trailer, equipment, gear and all end-of-season carpet, flags, signs, and other concession materials from the Concession Area and other Port properties by **October 15** of each Concession Period. All temporary trailers or small buildings in the Concession Area must be designed to be removed with 24-hours notice if required by the Port. Failure to promptly remove a trailer, moveable structure, or other Permittee personal property by October 15 or if requested by the Port may lead to the revocation of this Permit.

**Parking:** Permittees will be issued two designated complimentary parking spots adjacent to the Concession Area, and two season parking passes for the Event Site Parking Lot. Permittee and their customers will be required to pay fees if parked at another Event Site or parking regulated location. Parking of Permittee's trailers only allowed in Permittee's designated parking spots and designated rented area vendor space #5. See Exhibit "A". No overnight parking of vehicles or trailers in parking spots or any other location on Port Property without permission from the Port. Vehicles and trailers in violation of parking rules will be towed at the expense of the Permittee.

**Indemnification:** Permittee agrees to indemnify and save Port, Port Commissioners, officers, employees or agents harmless from any claims by any persons, firms, or corporations arising from Permittee's business or Permittee activities conducted on or from the Concession Area, and will further indemnify and save the Port harmless from all claims arising as a result of any breach or default on the part of Permittee under the terms of this permit, or arising from any act of Permittee's agents, contractors, employees, or licensees in or about the Concession Area, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against the Port by reason of any such claim, Permittee, upon notice from Port, covenants to resist and defend such action or proceeding by counsel.

**Insurance Requirements:** Permittee agrees during the term hereof to pay for and maintain a policy of general commercial liability insurance in effect with respect to the Concession Area and Permittee's activities with minimum coverage of one million dollars (\$1 million) combined single limits (hereafter "Insurance Requirements"). The Port may, with written notice, raise the minimum insurance requirement to an amount of insurance that is reasonably commercially available. The policy shall name the Port as Additional Insured, and expressly include Port's Commissioners, officers, employees, or

agents as additional named insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Port at least ten days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Port, which approval shall not be unreasonably withheld.

Instructors may be hired as an independent contractor by Permittee; however, such instructors must provide the Port of Hood River proof of general commercial liability insurance with minimum coverage of \$1,000,000 covering the independent contractor and naming the Port as an Additional Insured, the same as Permittee is required to provide. The insurance company must be registered to do business in Oregon. The Port reserves the right to verify that insurance coverage is provided by an insurance carrier that is satisfactory to the Port. Permittee shall not allow an independent contractor to begin teaching until certification and coverage is verified by the Port. It is the preference of the Port that all staff be hired as employees and covered under the Permittee's Workers' Compensation policy.

Permittee shall provide the Port with a Certificate of Insurance ("COI") as proof of insurance coverage, prior to Permittee beginning concession operations on Port property. The COI shall specifically state that (1) The Port of Hood River is named as an additional insured; (2) personal watercraft and water sports activities liability are covered including for kiteboarding; (3) contractor liability is covered.

Permittee shall provide Port a complete list of all employees and subcontractors who will work for or with Permittee on or from Port property when Permittee submits a COI to Port. The list shall describe the type of work each person listed will do for or with Permittee. If Permittee subsequently hires an employee or contracts with an independent contractor not named on Permittee's list provided to Port, Permittee shall notify the Port within 3 business days after the hiring date or prior to the effective contract date. Permittee shall provide Port with a document with that person's name and job description, and in the case of an independent contractor shall submit that person's name and work to be performed with the required contractor proof of insurance prior to work beginning.

**Instructor Requirements:** Permittee shall provide proof of instructor certifications to the Port before Permittee begins concession operations on Port property. All instructors must have a valid CPR/First Aid certificate. Kiteboard instructors must provide evidence of certification, through Professional Air Sports Association (PASA) or International Kiteboarding Organization (IKO). Boater Safety certification is also required for kiteboard instructors. New employees or contracted instructors hired after the Concession Period begins must provide all required certifications to the Port prior to beginning employment or contract work for Port approval. Failure to provide instructor certifications may result in this concession permit being revoked.

Permittee and any independent contractor allowed to act as an instructor shall abide by the requirements of their insurance provider regarding instructor/student ratios, first aid training, safety, and instructor certifications. Failure to comply with those requirements may lead to the revocation of this Permit by the Port.

Permittee shall require all instructors to wear highly visible clothing or rash guards with "INSTRUCTOR" imprinted on the back so that instructors are easily identifiable to the public and Port personnel. It is recommended the school provide its customer with the same colored, highly visible clothing for easy identification by the public and Port personnel.

**Retail Sales and Signage:** Permittee is allowed to sell incidental kiteboard, windsurf or SUP supplies and equipment at the Concession Area in conjunction with the instruction or rental concession valued at \$50 or less per item; however, the concession is not to be used for a retail operation or display. The Port may determine what may or may not be sold. Permittee shall



not display any advertising signs other than identification on vehicles, boards, kites, sails, or flags on Port property without the Port's prior consent.

**Outside Clinics:** All instruction and/or events of any kind on any Port property must be administered by Permittee with certified instructors as required by the Port "Instructor Requirements" in this concession permit. This includes free clinics. Permittee may sponsor these events provided there is no conflict with other activities authorized by the Port. Permittee agrees to notify the Port of any Permittee sponsored demonstrations or events on or from Port property prior to their commencement. The Port will notify Permittee of any scheduling conflicts with other events. Liability insurance for each Permittee sponsored event is required with the same coverage as Permittee's Insurance Requirements. There will be no exceptions.

**Personal Water-Craft Use:** Permittee may use a motorized personal watercraft ("PWC") for safety when kiteboarding lessons are being conducted. If a PWC is used, the following documents and equipment are mandatory: current certificate of number (registration) on board the PWC, properly displayed identity number with current validation sticker, Coast Guard approved PFD (inherently buoyant) for both the operator and rider, operational engine cutoff switch, sound producing device (horn), operational type B-1 fire extinguisher, and a boater education card with the operator. Each year prior to Permittee teaching lessons, Permittee must contact the Hood River Sheriff's Office at (541) 387-7034 and request a boat examination. This examination will be accomplished before a PWC is used in the water. Upon successful completion of the examination, Permittee will be issued an inspection decal which Permittee will display on the PWC. The Marina is a no-wake zone. Permittee and staff shall comply with all current Marina Rules and Regulations posted on the Port of Hood River website: <https://portofhoodriver.com/marina/moorage-info-wait-lists/>

**Revocation of Permit:** The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the Permit. In addition, the Port may revoke the Permit without cause, in its complete discretion, after giving Permittee at least 30-days' prior written notice of its intent to do so. If the Port revokes the Permit, Permittee shall vacate the Concession Area and remove all Permittee's structures, equipment, concession materials and other personal property by the effective date of the revocation. Permittee shall not be entitled to claim or receive any damages or to receive compensation from the Port if the Port revokes the permit for any reason. However, if the Port revokes the Permit without cause and Permittee has prepaid a permit fee, the amount prepaid applicable to the period on and after the revocation date shall be refunded to Permittee.

**Notice:** Any notice or communication under this concession permit will be deemed given to the other party when delivered (a) on the first business day after being emailed, or two business days after being deposited postage prepaid in the U.S. Mail by registered or certified mail, return receipt requested, addressed the mailing address or email address of the party shown below, or (b) when received, if personally delivered to the person signing for Permittee or to the Executive Director of the Port of Hood River. Either party may change their mailing or email address or the party to receive notice by providing notice to the other as provided in this paragraph.

**Authority to Sign:** The person signing below for Permittee warrants they have authority to do so.

**THE ABOVE CONDITIONS ARE AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**PERMITTEE:**

**PORT OF HOOD RIVER:**

\_\_\_\_\_  
**John Melesko, Owner**  
**Doug's Hood River Water Adventures**  
**101 Oak Street**  
**Hood River, OR 97031**  
[john@dougshoodriver.com](mailto:john@dougshoodriver.com)  
**(860) 689-5329**

\_\_\_\_\_  
**Michael McElwee, Executive Director**  
**Port of Hood River**  
**1000 E. Port Marina Drive**  
**Hood River, OR 97031**  
[porthr@gorge.net](mailto:porthr@gorge.net)  
**(541) 386-1645**

**Exhibit "A":**



**Exhibit "B":**

Lesson & Rental Concession Location	2022 Cost per location plus CPI
Event Site Large Space 40x48	\$3,520
Event Site Small Space 20x48	\$1,760
Spit, Nichols, Hook	\$2,640
Each additional space	\$1,760

# Commission Memo



Prepared by: Daryl Stafford  
Date: February 1, 2022  
Re: Gorge Sail Ventures, LLC Dockage Agreement

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Gorge Sail Ventures, LLC (“GSV”) is owned and operated by Joe Thomas and his family, who are Marina tenants. In 2021, GSV operated a commercial sailing tour business aboard their vessel Northern Exposure, from the Marina. The Port entered into an Agreement with GSV to allow them to run commercial sailing excursions utilizing the North Jetty Commercial Cruise Ship Dock in the Marina Basin. In the event of the commercial dock being reserved for a cruise line reservation, GSV was permitted to utilize the Transient Dock at the boat ramp.

GSV had a successful season last year and would like to enter into a Dockage Agreement for another season. Their business operations were excellent and they remain very good tenants of the Marina and there were no compliance issues.

Staff recommends entering into a Dockage Agreement with GSV for another season.

**RECOMMENDATION.** Approve 2022 Dockage Agreement for Gorge Sail Ventures, LLC at the Hood River Marina.

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**DOCKAGE AGREEMENT  
BETWEEN THE PORT OF HOOD RIVER AND GORGE SAIL VENTURES, LLC**

**1. Agreement:** Subject to the terms of this Use Agreement (“Agreement”) the Port of Hood River (“Port”) grants Gorge Sail Ventures, LLC (“User”) permission to temporarily use the Port’s Cruise Ship Dock (“Use Area A”) and if it is unavailable due to a large vessel booking or moorage, the Transient Tie Up Dock at the Boat Ramp (“Use Area B”) as shown on “Exhibit A” (collectively “Use Areas”). The User is permitted to use Use Areas, when available, for temporary docking of the Vessel Northern Exposure (“Vessel”) for loading and unloading passengers for private tours. Marina Park hours are 7:00a.m. through 9:00p.m. Customer vehicles must be moved prior to 9:00p.m. at which time the Marina Park gates are locked. Customers are not allowed in the Marina Moorage area.

**2. Term:** The use granted by this Agreement shall be for one term that commences on March 1, 2022 and continues through November 1, 2022 (the “Term”). The Term may be reduced by written agreement. During the Term, User agrees that it will not utilize Port utilities for charters and will promptly remove all garbage at its expense. This Agreement shall be valid from the date it is signed by both User’s and Port’s authorized agents and continue during the remainder of the Term, unless earlier revoked. The Port may immediately revoke this Agreement if User fails to comply with any conditions set forth herein.

**3. Fee:** User shall pay a fee of \$250 per month (\$2,000 total for the term). Payment is due in two separate, equal payments of \$1,000 on June 15, 2022 and \$1,000 on August 1, 2022. There shall be a \$75 per month penalty for payments not received on time.

**4. Laws:** User shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to its occupancy or use of Port property, and shall comply with all Port ordinances, rules or requests regarding use of the Use Areas during the term of this Agreement. Vessel must be in compliance with all applicable United States Coast Guard Rules and Regulations. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Court venue for any dispute will be in the Circuit Court of Hood River, Oregon.

**5. User’s Insurance:** User shall hold the Port, its employees, agents and Commissioners harmless from and indemnify them against any claims or liability for damage to persons or property in any way related to User occupancy or use of Port property. During the term of this Agreement User shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage in a form reasonably acceptable to the Port issued on an occurrence basis in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence (“Commercial Insurance”). User shall provide the Port with proof of insurance coverage with a certificate naming the Port, its employees, agents and Commissioners as an additional insured. Policy must include a Captain Charter Coverage Endorsement reviewed and approved by Port’s Insurance Agent of record.

**6. Covenants:** Right of way on the jetty or Marina access road is non-exclusive and shall not be blocked, obstructed, diminished or restricted by User without prior Port authorization. User’s use of the Use Areas and the Port’s property and facilities is entirely at User’s own risk, regardless of conditions. The Port makes no warranty, either expressed or implied, as to the suitability of the Use Area or Marina access road for User’s use, or regarding water depths within or near the Use Areas or Port Marina Basin. Water depth will vary continually because of the volume of river flow and weather conditions. User should take soundings on a regular basis to ensure the safety of the Vessel. User shall not do anything

which damages Port property. User shall keep the Use Areas in at least as good condition as they are in at the outset of the Agreement term. With thirty (30) days prior written notice to User, The Port may terminate or alter this Agreement.

**7. Food and Alcohol:** User is not permitted to sell food or alcohol.

**8. Parking:** If User moors at the Commercial dock, customers may park on the North Jetty near the restrooms. Marina Park hours are 7:00a.m. through 9:00p.m. Customer vehicles must exit prior to 9:00p.m. at which time the Marina Park gates are locked. Customers are not allowed to park in the Marina Moorage area. If User moors at the Guest or Transient Dock, customers may park in the Marina Boat Ramp parking lot or the DMV gravel lot, see "Exhibit B".

**9. Taxes and Assessments.** If as a result of User's activities at or occupancy of the Use Area, or as a result of this Agreement, any real property taxes or governmental assessments are payable by Port, User agrees to pay such taxes or assessments or to reimburse Port if Port pays them.

**10. Attorney Fees:** In any action or proceeding for the collection of any sums or charges which may be payable hereunder or to enforce any terms of this Agreement, User agrees to pay a reasonable sum for Port's attorney fees and court costs before suit, at suit or on appeal.

**11. Signing Authority:** Each person signing this Agreement on behalf of the Port and User represents and warrants they have the right to do so.

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022

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

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

**William Joe Thomas**  
Gorge Sail Ventures  
PO Box 2553  
White Salmon, WA 98672  
(503)381-0660  
[gorgesailventures@gmail.com](mailto:gorgesailventures@gmail.com)

**Michael S. McElwee, Executive Director**  
Port of Hood River  
1000 E. Port Marina Dr.,  
Hood River, OR 97031  
(541)386-1645  
[Porthr@gorge.net](mailto:Porthr@gorge.net)

**EXHIBIT "A": USE AREAS**



**EXHIBIT "B": u**



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# Commission Memo



Prepared by: Jana Scoggins  
Date: February 1, 2022  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$12,475.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$12,475.00</b>
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# JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1  
 January 05, 2022  
 Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance	
MISCELLANEOUS MATTERS						
JJ	1,700.00	1,125.00	0.00	0.00	-1,700.00	\$1,125.00
ORDINANCE #24	2,200.00	3,175.00	0.00	0.00	-2,200.00	\$3,175.00
EASEMENT (CenturyLink)	675.00	225.00	0.00	0.00	-675.00	\$225.00
AUDIT LETTERS	50.00	0.00	0.00	0.00	-50.00	\$0.00
BOAT HOUSE LEASE	300.00	0.00	0.00	0.00	-300.00	\$0.00
TIMBER INCUBATOR BUILDING LEASE (Chief Consulting	0.00	325.00	0.00	0.00	0.00	\$325.00
ODOT BRIDGE FUNDS IGA (State of OR; ODOT)	0.00	125.00	0.00	0.00	0.00	\$125.00
BOATHOUSE LEASES	0.00	25.00	0.00	0.00	0.00	\$25.00
BRIDGE EASEMENT-CENRTYLINK (United Telephone Compa	0.00	75.00	0.00	0.00	0.00	\$75.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE (United State Government (GSA)(FHWA))					
0.00	250.00	0.00	0.00	0.00	\$250.00
NORTHWEST PIPELINE EASEMENT					
1,050.00	325.00	0.00	0.00	-1,050.00	\$325.00
BRIDGE CABLE EASEMENT (Falcon)					
600.00	350.00	0.00	0.00	-600.00	\$350.00
BISTATE WORKING GROUP					
6,875.00	2,700.00	0.00	0.00	-6,875.00	\$2,700.00
BARMAN PROPERTY					
0.00	450.00	0.00	0.00	0.00	\$450.00
WAAAM HANGAR LEASE					
375.00	1,125.00	0.00	0.00	-375.00	\$1,125.00
GOVERNANCE					
925.00	0.00	0.00	0.00	-925.00	\$0.00
WASHINGTON BRIDGE FUNDS AGREEMENT (Washington State Department of Transportation/Klickitat County)					
1,100.00	1,850.00	0.00	0.00	-1,100.00	\$1,850.00
FRED KOWELL SERVICES CONTRACT - OR (Fred Kowell)					
0.00	350.00	0.00	0.00	0.00	\$350.00
<u>15,850.00</u>	<u>12,475.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-15,850.00</u>	<u>\$12,475.00</u>

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

# Commission Memo

Prepared by: Michael McElwee  
Date: February 1, 2022  
Re: FY 22/23 Budget Preparation Calendar



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The Commission should look ahead to the preparation schedule for the FY 22/23 budget. In determining a budget calendar, staff works backwards from the date the Budget needs to be adopted, to when a Budget Hearing and a Budget Committee should take place with the required public notifications. Please review the preliminary calendar dates below and advise if there are any conflict with Commissioner schedules.

- April 5** Spring Planning Session. Commission reviews updated 10-Yr. Financial Model and gives staff direction of primary budget drivers and related policy issues. (Half Day.)
- May 10** Budget Committee reviews Proposed Budget, adopts FY 22/23 Approved Budget and approves 22/23 tax levy. NOTE: this is a special meeting and does not coincide with our regular Commission meeting schedule. (Half Day.)
- June 7** Commission holds public hearing on FY 22/23 Approved Budget.
- June 21** Commission Adopts FY 22/23 Budget and approves FY 21/22 Budget transfers.

Staff will use the 10-year Financial Model to guide discussion during the Spring Planning meeting. Staff will develop potential FY 22/23 capital costs and operational expenses and update the model over the next several weeks.

**RECOMMENDATION:** Information.

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Project Director Report  
February 1, 2022

The following summarizes Bridge Replacement Project activities from Jan. 15-27:

### PROJECT UPDATES

- *ODOT submitted comments on the Replacement Bridge Management Contract (RBMC) RFP. Staff is making changes and should have the RFP ready for final legal review this week. The Commission will receive the entire document at the Feb. 15<sup>th</sup> meeting for approval and release. Completing this document will be staff priority. Updated RFP schedule included in packet.*
- *Staff worked with WSP to review tasks and schedule for contract amendment to be reviewed by Commission tonight.*
- *Oregon's bi-state bridge authority legislation now has a bill number. HB 4089 is sponsored by the Joint Transportation Committee; first hearing is Feb. 4. Commissioner Fox and Bridge Project Director Greenwood will lead the presentation with Steve Siegel and Miles Pengilly also attending. Letters of support are being generated as well. Session started Feb. 1.*
- *Washington SB 5558 continues to work its way through the Washington legislature having passed the Senate Transportation Committee last Thursday. The bill report is included in the packet and will now be scheduled for the full Senate.*
- *The Biological Opinion has been reviewed by the National Marine Fisheries Branch Chief and was returned to ODOT for some minor revisions. ODOT hopes to complete and return the document back to the Branch Chief next week.*
- *Documents are being finalized for the next Sec. 106 Consulting Parties meeting scheduled for first week of March. This meeting – which includes tribes, historic preservation agencies, municipalities – is key for finalizing commitments related to impacts to the current bridge and cultural resource sites.*
- *Meetings with Yakama are progressing. Scheduling with other agencies continue to be challenge. FHWA will begin making calls.*
- *Jen Mayer, P3 consultant from the Seattle area, will be meeting with the Bi State Working Group in February. She will be following up with additional consultants who could help lay out criteria for making a determination for back-up financing. Mayer will also be looking at names for peer reviewing Steve Siegel's financial plan.*
- *Washington DOJ is finishing up legal review over exhibits. Should be executed this week.*
- *ODOT personal services contract amendment has been executed.*
- *ODOT 3Q reimbursement request submitted last month; staff is completing 4Q request. At the end of 4Q, \$50,000 remained from HB2017 funding.*

## MEETING SCHEDULE

- NEPA Coordination, Jan. 27
- Cult. Resource Sec. 106, Jan. 28
- Rep. McLain, Jan. 28
- WSP Weekly Check In, Jan. 31
- Rep. Mosbrucker, Jan. 31
- Thorn Run Partners Check-in, Feb. 1
- Rep. Valdez, Feb. 1
- Klickitat County Transportation, Feb. 2
- Exeltech, Feb. 2
- Oregon Joint Transportation Hearing, Feb. 3
- Yakama Nation Treaty Update, Feb. 4
- Sen. Gorsek, Feb. 4
- Sec. 106 Consulting Parties, Feb. 10
- WSP Weekly Check In, Feb. 14
- BSWG Meeting, Feb. 14
- Thorn Run Partners Check-in, Feb. 15
- Hood River Rotary Zoom, Feb. 17



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

**DRAFT: January 26, 2022**

**date included in RFP  
public meetings**

TASKS / SUB-TASKS	START	END	DAYS	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
DEVELOP PROCUREMENT DOCS	9/7/21	2/1/22	147	█	█	█	█	█	█	█	█	█	█	█
Staff Prepares Prelim RFQ/RFP Draft	9/7/21	9/20/21	13	█										
Procurement docs finalized	9/21/21	10/1/21	10		█									
Agency Review of docs	10/1/21	10/21/21	20		█	█								
BSWG Review of RFQ/RFP	10/1/21	<b>10/11/21</b>	10		█	█								
Port Legal Review of RFQ/RFP	10/2/21	10/19/21	17		█	█								
Port Comm. Approval of RFQ/RFP	10/12/21	<b>10/19/21</b>	7		█									
Agency/legal review to RFQ/RFP	10/19/21	2/15/22	119		█	█	█	█	█	█	█	█	█	█
RFP/RFQ RELEASED	2/15/22	3/28/22	41						█	█	█			
Public Release of RFQ/RFP	<b>2/15/22</b>	2/23/22	8						█	█				
Pre-proposal meeting	2/23/22	<b>2/23/22</b>	0						█					
Close question period (1 wk before due date)	2/23/22	3/1/22	6							█	█			
BSWG Review of progress	<b>2/14/22</b>	<b>2/14/22</b>	0						█					
Proposer questions, protests, changes	3/21/22	<b>3/21/22</b>	0											
Submittals due	3/1/22	<b>3/28/22</b>	27								█			
SUBMITTAL EVALUATIONS	3/21/22	4/19/22	29							█	█	█	█	█
Eval Committee Training/Bids Distributed	3/21/22	3/29/22	8							█				
Evaluation Comm. Review; Meeting	3/29/22	4/11/22	13							█	█			
BSWG status report	<b>3/14/22</b>	<b>3/14/22</b>	0							█				
Interviews	4/11/22	4/15/22	4							█				
Request for information	4/15/22	4/22/22	7								█			
Evaluation Comm. completes assessment	4/15/22	4/16/22	1									█		
BSWG reviews process	<b>4/11/22</b>	<b>4/11/22</b>	0									█		
Port Comm. authorizes negotiations (NOI)	4/16/22	<b>4/19/22</b>	3									█		
RBM CONTRACT COMPLETION	4/19/22	6/25/22	67								█	█	█	█
Contract negotiations	4/19/22	5/11/22	22								█	█	█	█
Agency Review of contract	5/11/22	6/1/22	21								█	█	█	█
BSWG reviews contract	6/1/22	<b>6/8/22</b>	7										█	
Finalize contract docs	6/1/22	6/11/22	10										█	█
Port Comm. Approval of RBMC	6/11/22	<b>6/18/22</b>	7											█
Contract execution/NTP	6/18/22	6/25/22	7											█

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# SENATE BILL REPORT

## SB 5558

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As of January 13, 2022

**Title:** An act relating to the bistrate governance of interstate toll bridges owned by local governments.

**Brief Description:** Concerning the bistrate governance of interstate toll bridges owned by local governments.

**Sponsors:** Senators King, Lias and Mullet.

**Brief History:**

**Committee Activity:** Transportation: 1/13/22.

**Brief Summary of Bill**

- Allows local governments along a bordering state to form a bistrate commission to finance, construct, and operate a new replacement interstate bridge.

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### SENATE COMMITTEE ON TRANSPORTATION

**Staff:** Kelly Simpson (786-7403)

**Background:** There are two interstate toll bridges between the states of Washington and Oregon. The Hood River-White Salmon Interstate Bridge spans the Columbia River connecting Hood River, Oregon with the communities of White Salmon and Bingen in Washington State. The bridge is owned and operated by the Port of Hood River in the city of Hood River, Oregon. The Bridge of the Gods spans the Columbia River connecting SR-14 in Washington to I-84 in Oregon. The bridge is owned and operated by the Port of Cascade Locks in the city of Cascade Locks, Oregon.

The Joint Transportation Committee (JTC) is a bicameral legislative committee established in law to review and research transportation programs and issues in order to educate and

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*This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not part of the legislation nor does it constitute a statement of legislative intent.*

promote the dissemination of transportation research to state and local government policymakers, including legislators and associated staff. The JTC is governed by an executive committee consisting of the chairs and ranking members of the House and Senate Transportation committees. The chairs of the House and Senate Transportation committees serve as cochairs of the JTC.

The enacted 2021-2023 state transportation budget directed the JTC to contract for a legal consultant to analyze and recommend options for the formation of a bistate bridge authority for the purpose of constructing, financing, operating and maintaining a new replacement bridge over the Columbia River near Hood River connecting Klickitat county in Washington to Hood River county in Oregon. The required legal analysis was submitted to the JTC in September of 2021. It included recommendations for alternative or additional statutory authority to allow local governments to form a bistate bridge authority or governance structure for the Hood River Bridge replacement that at a minimum may issue bonds for bridge construction, collect tolls, and secure and administer grants and loans. The authors of the legal analysis reviewed and provided comment on draft legislation prepared by the Hood River Bistate Working Group that provides new, standalone authority for cities, counties, and ports to enter into an interlocal agreement to form a public corporation to accomplish a project such as the Hood River bridge project.

**Summary of Bill:** Formation of a Bistate Bridge Commission. Upon enactment of a similar bill by a bordering state, local governments along the bordering state may enter into a commission formation agreement to form and charter a bistate commission to finance, construct, and operate a new replacement interstate bridge. A bordering state is a state that shares a boundary with the state of Washington, the majority of which is formed by a river. The commission is a public corporation formed under the laws of both states, vested with the powers and duties granted under the bill. The commission formation agreement must be approved by the owner of an existing bridge and the governing bodies of the counties within which an existing bridge is situated.

Governance of a Bistate Bridge Commission. The commission must be governed by an appointed board of directors as established in the commission formation agreement. Directors must serve without compensation, but may be reimbursed for reasonable expenses related to the performance of their duties. Except for the initial appointments of directors, directors must serve four-year, staggered terms. The board must elect two cochairs from among its directors, with one cochair residing in Washington State and the other cochair residing in the bordering state. The two cochairs must serve as first cochair and second cochair, with the first cochair serving as a nonvoting director responsible for presiding at all commission meetings. The two cochair positions must alternate on an annual basis.

Powers of a Bistate Bridge Commission. A commission has broad powers to finance, construct, and operate a new replacement interstate bridge. A commission has the exclusive authority to set tolls on the bridge, but may not impose any taxes or assessments. Toll revenues must only be used for a variety of specified purposes related to financing and

operating the bridge, including repaying revenue bonds issued to finance the bridge. In setting toll rates, the board must ensure toll rates will annually yield revenue sufficient to meet all costs, expenses, and obligations of the commission, including the satisfaction of all debt obligations. A commission may exercise the power of eminent domain to acquire by condemnation any property interests situated within the state of Washington or the bordering state as the board deems necessary or incidental to the purposes of the commission.

Miscellaneous. A commission must design and construct the bridge to standards and specifications satisfactory to the departments of Transportation, and in accordance with all applicable permits, clearances, and mitigation requirements. A commission must arrange for timely review by the departments of Transportation of all pertinent engineering plans, specifications, and related reports. A board must require a feasibility review of the initial bridge financial plan and must submit the feasibility review to the departments of Transportation and the local governments for their review.

The public road construction sales tax exemption on labor and services must apply to taxes otherwise owing from construction of a bridge. The commission may apply for a deferral of all state and local sales and use taxes incurred from construction of a bridge that are not subject to the public road construction exemption. A commission is otherwise subject to taxes and assessments to the extent that a municipal corporation would be subject to the tax or assessment.

The commission board has the exclusive power to enact and enforce rules and regulations as the board may elect for the use, operations, maintenance, inspection, and preservation of any bridge owned or operated by the commission.

A commission must be governed by applicable federal law, this bill, rules adopted by the board under this bill, and by the laws of the commission's primary place of business. However, a commission's actions pertaining to the ownership, control, or use of a particular property site or area must be governed by the laws of the state and local government within which the particular property site or area is situated.

No legal challenge to the formation of a commission may be commenced more than 30 days after the effective date of the commission formation agreement.

The Washington Statute Law Committee must determine whether a bordering state has enacted an act having the same material effect as this act, for purposes of indicating when the authority begins for local governments to form a commission.

**Appropriation:** None.

**Fiscal Note:** Not requested.

**Creates Committee/Commission/Task Force that includes Legislative members:** No.

**Effective Date:** Ninety days after adjournment of session in which bill is passed.

**Staff Summary of Public Testimony:** PRO: Advocates of this concept to replace the Hood River Bridge have been working on this for at least three years, if not longer. The entities along the Washington and Oregon border on both sides of the river have worked as a cohesive group to replace the bridge. Oregon legislators are supporting a bill this year in their Legislature similar to this bill, and have made it one of their priorities this session. Passing SB 5558 would continue the progress made on replacing the Hood River Bridge. Washington and Oregon are working in partnership to replace the bridge and the mismanagement of local governments. The Bridge of the Gods could also benefit from this bill. The bill provides an equitable management structure between both states for a replacement bridge. The current bridge is old and has weight restrictions that hamper the ability of the agriculture industry to get goods to market. The bridge is geographically located such that agricultural interests depend heavily on the bridge functioning—it is too far to travel to alternative bridges without damaging the viability of agricultural products being shipped. The Hood River Bridge is a critical link between the two states and the surrounding communities and, given its current age and condition, it is in need of replacement.

**Persons Testifying:** PRO: Senator Curtis King, Prime Sponsor; Kevin Greenwood, Port of Hood River Bridge Replacement Project Director; Jacob Anderson, Klickitat County Commissioner; Mayor Marla Keethler, Mayor of White Salmon; Bob Benton, Hood River County Commissioner; Matt Ransom, Southwest Washington Regional Transportation Council.

**Persons Signed In To Testify But Not Testifying:** No one.

**Administration**

- Staff interviews with candidate(s) to fill the vacant C.F.O. position were held on January 27. I will conduct final interview(s) the week of January 31 and hope to make a decision shortly thereafter.
- I am pleased to announce two new staff appointments. Patty Rosas (photo to right) has accepted the position of Contracts Administrator, reporting to Genevieve Scholl. Patty has been serving as an Office Specialist focusing on customer service responsibilities, many dealing with Breeze-By. Patty is a skilled and dedicated employee. Melissa Manzo (photo to right, below) has accepted a full- time position as Office Specialist, moving from her part-time position. Melissa was an intern at the Port several years ago and is a student at CGCC.
- The Facilities Department is currently advertising for a Facilities Maintenance Worker II position. This is a full-time position with full benefits. Applications will be accepted until we have a pool of 4-5 candidates. This position was created in the 2022 staff reorganization to help Facilities serve the public at a higher level and to provide added labor to keep up with the ever-growing responsibilities of the Facilities team.
- President Sheppard and I participated in City of Hood River-sponsored work session on January 20 focused on an affordable housing strategy being developed by the City.
- Here is the link to register for the 2022 SDAO Annual Conference: [www.sdao.com/annual-conference](http://www.sdao.com/annual-conference). There are many topics covered that are highly relevant for staff and Commissioners. This year the conference will be held virtually February 10-13, 2022. This year's conference is free to attend, so Commissioners are able to register for the conference themselves. Please let Genevieve know which sessions you will attend for our records.
- Another Port staff member has been diagnosed with COVID. The employee is in quarantine and adhering to CDC and State recommended protocols.
- The Port of Cascade Locks (POCL) suggests convening a joint Commission meeting and work session early this year. The POCL Commission and General Manager Olga Kaganova would like to discuss the BreezeBy agreement, exchange general information on various projects underway or planned, and the general direction the ports are currently heading.



I am suggesting March 15 for this virtual meeting. Commissioners are asked to check their availability.

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### Recreation/Marina

- The OSMB-funded Marina Boat Launch Floats and Ramp Project was advertised for bid on January 26. There is a mandatory walk-through scheduled for February 16 and bids are due March 1.
- Members of the Marina Committee have expressed concern about the recent moorage lease rate increase and projected additional rate increases. A Marina Committee meeting is planned for Thursday, February 10.
- Three separate break-ins of vessels in the Marina were reported last week. One tenant had their new dinghy with an outboard stolen. Another had about \$2,000 worth of equipment taken. The third had their lock broken off but nothing of significance taken.
- The contractor awarded the Hook Rigging area project is scheduled to start the project on February 15<sup>th</sup>, 2022. The Hook will remain open with the work area closed off.

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### Development/Property

- Final payments have been received from insurance carriers covering the environmental site investigation at the Jensen Building property. With the No Further Action (NFA) letter received late last year, this extensive effort is now complete.
- Replacement of the east and west entry doors at the Luhr Jensen Building is also complete.

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### Airport

- With delivery of the new AV gas tank now scheduled for March, staff is working with engineers at PAE to develop a specific site plan in advance of installation. The plan will cover a variety of details including locations for QT Pod (point of sales), emergency shut-off, spill response materials, protective bollards, and other components.
- Attached is the monthly activity report from the Airport's FBO, Tac-Aero. This report covers activities from November, 2021.

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### Bridge/Transportation

- The Facilities Department staff replaced the limit switch on the north end of the lift span that controls the span locks on the lift span on January 26. The limit switch was damaged in the extreme heat last summer from metal expansion. The work replaced the damaged switch and corrected the cause of the problem. The





work was performed in-house with assistance from a contract electrician. Several short lifts were carried out to confirm operability. The work was well planned and executed under challenging weather conditions.

- The Live Load Testing and Field Verified Load Rating Report prepared by BDI, Inc. last fall is complete. HDR Bridge Engineer Mark Libby is aiming for the Commission meeting on March 15 to present his analysis and recommendations.
- Staff is preparing bid documents for two large bridge projects. The first project, the approach overlay project will take place in the spring. The second, the wire haul rope replacement project is yet to be scheduled. Both projects are on the bridge CIP outlook and have been anticipated for several years. These projects are not eligible for postponed maintenance and must be performed for the safety and the health of the bridge.

#### **Approach Overlay Project**

This work will involve concrete deck grinding, subsurface repairs, expansion joint repair (N and S ends), membrane installation, and repaving. This work will require full bridge closures from 3 to 7 contiguous days, 24 hours a day. The project bid specifications and alternatives are designed to encourage competition and the included cost associated with a faster completion timeline. This work will require full bridge closures to allow the contractor to work multiple crews to accomplish the work and to provide a seamless quality product. The divisions of work will not allow traffic to pass until the surface has been replaced once removed. To get a seamless, watertight seal all pavement in both lanes need to be ground down, membrane place over both lanes and paved simultaneously which will not allow traffic to pass over the bridge during construction.

#### **Wire Haul Rope Replacement Project**

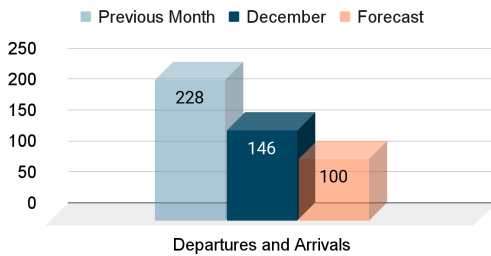
We are also preparing bid documents for the wire haul rope replacement in the fall of 2022. This will be a 3-4 day complete closure of the bridge. Three days of scheduled work with a day for contingency we hope not to use. This work replaces the wire haul ropes used for lifting the bridge lift span. There are 16 ropes to replace. The work will be performed by bracing the counterweight in place and removing the existing haul ropes. The new ropes will be pulled up and over the sheaves at the top and reconnected to the counterweights. This work will be performed from the bridge deck which will not allow traffic on the deck while they perform the work. The work cannot be performed allowing single lane traffic.

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**Airport Activity:**

December started off with mild weather which was conducive to flight operations. A slowdown in activity occurred as the temperature and ceilings came down towards the end of the Month.

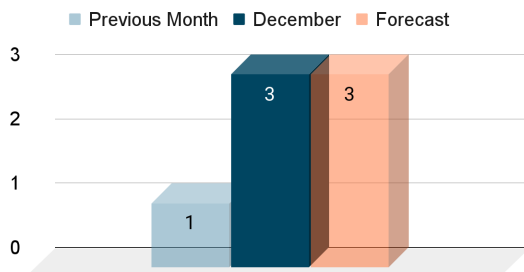
Aircraft Operations



**Night Flights:**

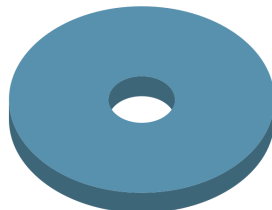
3 R&D flights flow throughout the month in support of local tech companies. No exercises or large test events were scheduled in December. Normal R&D expected next month.

Night Events



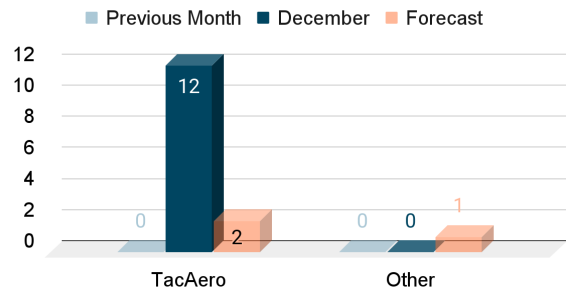
Night Flight Type

- R and D



**Flight Training:** 5 day comprehensive tailwheel course was conducted during the Month. No courses have been scheduled for next month. No training events were conducted external from TacAero.

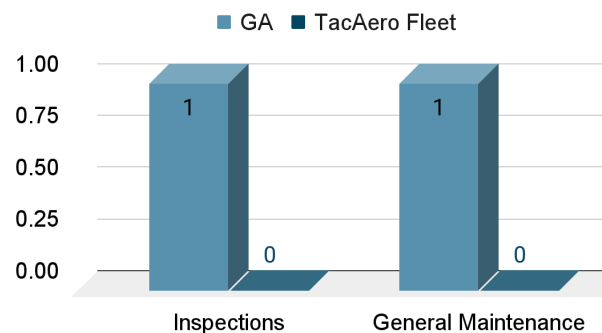
Flight Training Events



**Maintenance Activity:**

One local annual inspection was conducted during December. No additional maintenance requests were made. No fleet maintenance needed during December.

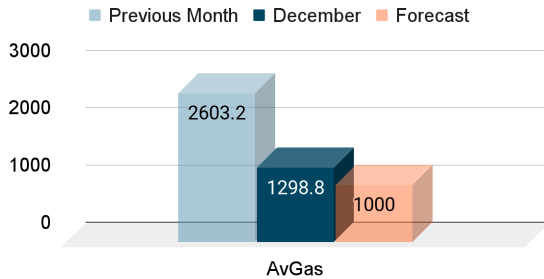
Maintenance Operations



**Fuel Sales:**

Fuel sales continued to decline in December due to weather and shorter days leading to less GA flying.

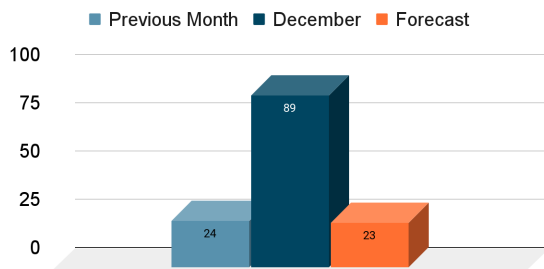
Fuel Sales (Gallons)



**Fuel Flowage Fees:**

New fuel tank has been delayed at the factory. Anticipate delivery in March 2022. Fuel flowage fee schedule will go into effect at that time. This section will be dedicated to the communication of flowage fees when they are established. The following graphic contains fictitious data but is representative of the information that will be provided.

Flowage Fees

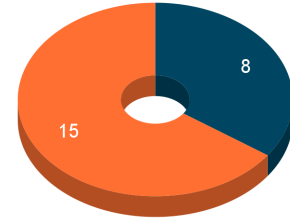


**Tie Down Activity:**

- 23 total spots.
- 60% utilization for December.
- \$360 collected in December.

Tie Down Utilization

- Rented Tie Downs
- Transient



**Noise Feedback:**

No noise complaints taken by the FBO in November.

**Pilot Feedback:**

No pilot feedback supplied to the FBO in November.

**Airport Surfaces:**

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

**Facilities:**

	Condition	Notes.
N. Hangars		Minor damage to doors.
S. Hangars		
FBO		Would like to add TacAero FBO signage on the



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		ramp side of the FBO building.
MX Hangar		Minor insulation damage.
Ops Hangar		
Collins Hangar		

**Lighting:**

- No issues noted with airport lighting. Pilot Controlled Lighting is in operation with no complaints noted.

**Other:**

- AWOS inoperative. Transmitter is in for service. NOTAM established. Phone number provided for weather services.

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: February 1, 2022  
Re: WSP - Amendment No. 8

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Last month, the Commission approved a contract Amendment to extend the term of its contract with WSP through the end of September 2022. The attached Amendment No. 8 includes a summary and budget of the work that will be conducted during the next seven months to complete the Final EIS and Record of Decision, in addition to annual rate disclosures required by the original contract.

WSP has included a brief memo summarizing the work and adjustments to the contract explaining the \$186,159 cost. The Amendment includes the following work:

1. Federal grant application preparation.
2. Completion of BUILD grant agreement documents and independent cost estimating.
3. Additional work related to archaeological survey and monitoring plan.
4. Recreational land impact/conversion analysis for Section 6(f) and 4(f).
5. Assistance on Tribal Treaty meeting preparation.
6. Creation of executive summary for Preliminary Cost Estimate

Almost \$60,000 is included for federal grant application work. This is a contingency item and is not required for the FEIS/ROD. The Washington state grant monies will be the funding source for additional WSP work.

**RECOMMENDATION:** Authorize amendment No. 8 with WSP for continued environmental work and other project assistance related to bridge replacement not to exceed \$187,000.

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## MEMO

**TO:** Kevin Greenwood, Bridge Replacement Project Director  
**FROM:** Brian Carrico and Angela Findley, WSP  
**SUBJECT:** **Contract Amendment #8**  
**DATE:** **January 24, 2022**

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WSP has developed Amendment #8 for the Hood River Bridge Replacement Project Environmental Studies, Design and Permitting Support contract to reflect additional time needed to complete the project, increased effort for specific tasks and to add grant support activities. The current contract value is \$3,235,061. The Amendment #8 would increase the contract value by \$186,159 for a revised contract value of \$3,421,220.

The following summarizes the budget resulting from this amendment. The net increase/reduction by task is shown followed by explanatory details.

Direct Expenses: -\$4.6k

- Reduction of \$4.6k (budget reallocated to other tasks)

1.0 Project Management +\$35.3k

- Added budget for additional time of the contract for coordination meetings with the Port, monthly reports, coordination with the team, etc. and does not modify the scope of work.
- Reallocated unused budget from tasks 1.2, 1.3 and 1.4 to task 1.1.
- Added budget to support the port with administration of existing grants (providing support for the current BUILD grant). This accounts for approximately half of the increase.

5.0 Environment +\$97k

- 5.1 Environmental Coordination and 5.2 Agency Coordination
  - Closed tasks, which had unused budget (-\$2k)
- 5.6 Cultural +\$16.9k
  - Added budget to WSP (+\$15.7k) to attend additional meetings with time extension and continue to provide mapping support for archaeology work
  - Transferred AECOM's budget from 5.6 (-\$14.7k) to 5.11
  - Added budget for WCRA to prepare the archaeological monitoring plan (+\$15.9k)



- 5.7 Section 4(f)/Section 6(f) +\$6.8k
  - Added funding (+\$6.8) to cover overage for work to support Port on future 6(f) steps as well as work to complete the 4(f) documents
- 5.10 Responses to Comments +\$16k
  - Added budget (+\$16k) to cover remaining revisions from FHWA and finalizing this document
  - A second review from ODOT used more budget than anticipated  
Note: this budget had been larger initially, and we reduced funding by (-\$8.5k) in Amendment 4 (2021 CTC)
- 5.11 Mitigation Plan +\$33.9k
  - Includes AECOM's transfer from 5.6 (+\$14.7)
  - Adds budget from WSP to support Port and ODOT with the treaty fishing agreements (+\$19.2k)
- 5.12 FEIS +\$25.3k
  - Added budget to complete the task (\$25.3k)
  - A second review of the FEIS by ODOT used more of the original budget than anticipated  
Note: this budget was reduced (-\$6k) in Amendment 4 (2021 CTC), and the ROD is being developed under this task so Task 5.13 could be defunded (-\$29.5k) to reallocate to other tasks.

#### 6.0 Engineering +\$0.7k

- Added effort for additional engineering coordination (+2.6k)
- Closed out Stormwater and Cost Estimating tasks, which had unused budget (-\$9.2k)
- Added effort for civil engineering to support the Final EIS (+\$3.6k)
- Added effort to complete the PCE executive summary and prepare document for publication. (+\$3.7k)

#### 9.0 Contingency +\$59K

- Added effort to prepare RAISE application (+\$36k) and benefit cost analysis (+\$22.8k)

**PORT OF HOOD RIVER  
PROFESSIONAL SERVICES CONTRACT  
AMENDMENT No. 8**

This Amendment No. 08 (the “**Amendment**”) to the Port of Hood River Professional Services Contract, No. 2018-01, dated July 16, 2018, (the “**Agreement**”) is entered into between the Port of Hood River and WSP USA, Inc. (collectively, the “**Parties**”).

**RECITALS**

**WHEREAS**, the July 16, 2018 Professional Services Contract included an expiration date of January 31, 2021 which was extended to July 31, 2021 by Amendment No. 4 approved by the Port of Hood River Commission on February 16, 2021, and further extended to January 31, 2022 by Amendment No. 05 approved by the Port of Hood River Commission on July 13, 2021 and by Amendment No. 07 to September 30, 2022; and

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

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

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

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

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

**WHEREAS**, Amendment No. 05 was approved by the Commission on July 13, 2021 to extend the expiration date of the contract to January 31, 2022;

**WHEREAS**, Amendment No. 06 was approved by the Commission on September 7, 2021 to include additional Preliminary Cost Estimate services and allow changes to the Scope of Work (Exhibit A) and Consultant Compensation (Exhibit B);

**WHEREAS**, Amendment No. 07 was approved by the Commission on January 18, 2022 to extend the expiration date of the contract to September 30, 2022;





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

**Final Statement of Work**

**July 16, 2018**

**Updated September 24, 2019**

**Updated July 24, 2020**

**Updated February 5, 2021**

**Updated January 24, 2021**



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## INTRODUCTION

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

## GENERAL ASSUMPTIONS

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

- a. The duration to accomplish services included in this Statement of Work is expected to occur between approximately July 25, 2018 and September 30, 2022 (50 months) and is subject to change given the contingencies and assumptions in the Statement of Work. Material extension (longer than approximately 15 days) of this schedule may require additional project budget.
- b. Any construction cost estimate prepared as part of this Statement of Work will be commensurate with the level of engineering (10 percent design or less) and be conceptual in nature, based on design assumptions and bid history.
- c. Geotechnical information is based on data gathered in an amount which is less than that required for final design.
- d. This Statement of Work assumes that all deliverables, unless otherwise stated, will be limited to one draft version and one final version. The draft version will be reviewed concurrently by the Port and ODOT, and the final version will be prepared with edits and comments from the Port incorporated to the extent both the Port and Consultant agree. The Port may include other consultants in its review and provide compiled comments for the Consultant to address.
- e. Consultant will provide all deliverables in electronic format unless otherwise specified in the Statement of Work.
- f. Consultant attendance at meetings will include travel time and travel expenses. When possible, trips will be combined with other Project activities to serve multiple purposes in single trips.
- g. Requests to perform services outside the Statement of Work will be documented and authorized in writing (email is acceptable) by the Port, including an agreed upon budget for those services by both the Port and Consultant, prior to the Consultant initiating any out-of-scope services.
- h. The study area is generally defined as the existing Hood River Bridge and its connections to the I-84/Exit 64 interchange and SR 14/bridge approach road intersection as well as the three new bridge alignments and approach/connections documented in the Draft EIS. **Amended 9/24/2019:** *Alternative EC-1 will be evaluated in the environmental technical reports but will be eliminated from consideration based on a re-screening of all three build alternatives. The Supplemental Draft EIS will document the elimination of this alternative from consideration, and the environmental impact analysis will be limited to Alternative EC-2, Alternative EC-3, and the No Action Alternative.*
- i. The preliminary preferred alternative (in its entirety, including the assumed vertical clearance) identified in the Draft EIS and further studied in the Bridge TS&L will continue to be the preferred alternative in subsequent NEPA documents. No additional alternatives will be analyzed, designed or otherwise developed beyond the three build alternatives evaluated in the Draft EIS.
- j. The NEPA lead agency is FHWA and led by the Oregon Division Office. NEPA and supporting technical analyses and reports will be prepared to comply with ODOT procedures. NEPA documents will be prepared to address and comply with Washington SEPA, as needed. The NEPA classification is an EIS; a Supplemental Draft EIS and Final EIS will be prepared.

## 1. PROJECT MANAGEMENT

### 1.1. Project Management and Coordination

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

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

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

**Updated January 24, 2022:** An additional eight (8) months of project management and coordination is added to this task.

#### Deliverables:

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

### 1.2. Client Progress Meetings (Task Completed 12/31/2021)

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

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

#### Assumptions:

- Up to five (5) Consultant staff (PM, PI Lead, Environmental Lead, Design Lead and Traffic Lead [by phone]) will attend the kick-off meeting, which will be held in Hood River and have a duration of four (4) hours.
- Kick-off meeting will include a debrief on recent lead agency coordination efforts by the Port and will define next steps for agency outreach.

- Up to four (4) Consultant staff will attend project progress meetings in-person or via teleconference; up to twenty-three (23) meetings will be held throughout the duration of the project with up to ten (10) meetings held in Hood River and up to ten (10) meetings held by teleconference; meetings will have a duration of up to two and one-half (2.5) hours.
- Consultant PM will participate in one-hour teleconferences; up to thirty (30) teleconferences will be held throughout the duration of the project.

**Deliverables:**

- Meeting agendas for monthly project progress meetings
- Log of action items and decisions.

**1.3. Consultant Team Coordination Meetings (Task Completed 12/31/2021)**

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 (Task Completed 12/31/2021)**

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

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

**Assumptions:**

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

**Deliverables:**

- Project variance requests
- Cost-to-complete analyses

**1.5. Risk Management (Task Completed 12/31/2021)**

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

**Assumptions:**

- Risk assessment will be limited to qualitative analysis

**Deliverables:**

Risk register

## 2. PUBLIC INVOLVEMENT

### 2.1. Public Involvement Plan and Task Coordination

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

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

- Public meeting and online open house events, and briefings with stakeholder and community groups
- Project information shared at local community events
- Use of the Port's Project website
- Targeted outreach efforts to potentially affected minority populations, non-English speaking populations, and low-income populations in compliance with federal procedures on environmental justice

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

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

#### Assumptions:

- Document to be prepared in MS Word.
- Up to four (4) updates to the Public Involvement Plan will be made throughout the project.

#### Deliverables:

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

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

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

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

#### Assumptions:

- Comment protocol to be prepared in MS Word (four (4) page memo).
- The purpose of project logo and masthead is to provide a consistent graphic identity on all publicly-distributed materials including website, notices of events and meetings.
- Up to two (2) rounds of review for logo and masthead will be made. Port will consolidate all edits/comments to Consultant.

#### Deliverables:

- Comment tracking protocol document
- Project logo and masthead (electronic files)

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

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

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

### Assumptions:

- Port staff will handle all interview scheduling and meeting logistics.
- Information gathered through the individual stakeholder interviews will be publicly reported as an aggregate rather than calling out information attributed to specific stakeholders in order to protect proprietary and sensitive information.
- Up to twenty (20) stakeholder interviews will be conducted, which includes all members of the BRAC.
- Interviews will be conducted in-person in Bingen, Hood River or White Salmon; duration of each individual interview will be up to one (1) hour. Group interviews will be two (2) hours. Interviews will be scheduled consecutively to the extent possible for travel time savings.

### Deliverables:

- Stakeholder Interview List
- Interview Questionnaire
- Stakeholder Interviews
- Stakeholder Interview Memorandum

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

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

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

### Assumptions:

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

### Deliverables:

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

## 2.4. Social Media and Digital Ads

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

### Assumptions:

- The purpose of social media activity is to have an online presence for project activity awareness through Port and partner agency Twitter and Facebook social media accounts.
- Written content will be in MS Word, visual content will be photographs. Port and partner agencies will post content. Sixteen (16) posts will be prepared for each platform.
- Consultant will produce, pay for and deploy digital advertising and include in direct expenses.
- Port and partner agencies to be responsible for monitoring social media accounts and responding to comments, as needed.
- Consultant social media specialist to participate in two (2) teleconference meetings with the Port.

### Deliverables:

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

## 2.5. Project Website and Online Surveys

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

### Assumptions:

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

**Deliverables:**

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

**2.6. EIS Working Group**

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

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

**Assumptions:**

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

**Deliverables:**

- Meeting agendas and materials
- WG charter

**2.7. Task Reserved**

**2.8. Public Open Houses (Task Completed 12/31/2021)**

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

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

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

**Assumptions:**

- Public display advertisements will be placed in two (2) local newspapers (Hood River News and White Salmon Enterprise) and will be paid for by the Consultant.

- Open House locations will rotate between Hood River and White Salmon/Bingen and will last up to two (2) hours; up to five (5) Consultant staff will attend each meeting; one public meeting will be a public hearing for the SDEIS. Port to be responsible for any facility costs.
- Up to ten (10) display boards will be prepared and printed for each public meeting
- Event summaries not to exceed eight (8) pages

#### **Deliverables:**

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

### **2.9. Public Comments**

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

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

#### **Assumptions:**

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

#### **Deliverables:**

- Comment Log in MS Excel

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

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

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

Presentations and materials for events will include:

- Up to two (2) large presentation boards with graphics provided by others on the Consultant Team
- One PowerPoint presentations that include input/materials from others on the Consultant Team

#### **Assumptions:**

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



#### **Deliverables:**

- Community Outreach Plan (subsection included in the Public Involvement Plan)
- Community Outreach Events presentations and summary memoranda

#### **2.11. Environmental Justice Outreach (Task Completed 12/31/2021)**

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

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

#### **Assumptions**

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

#### **Deliverables:**

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

#### **2.12. Status Reports**

Consultant will prepare up to forty-eight (48) monthly 1-page status reports for inclusion in the Port Commission meeting materials. The status report will document work completed over the past month, upcoming work, and public outreach events. The status report will be formatted with graphics, and text will be kept a summary level discussion.

#### **Deliverables**

- Monthly status reports

### 3. TASK RESERVED

### 4. TASK RESERVED

## 5. ENVIRONMENTAL

### 5.1. Environmental Study Plan and Coordination (Task Complete 12/31/2021)

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

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

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

#### **Deliverables:**

- Draft, Revised Draft, and Final Environmental Study Plan

### 5.2. Agency Coordination (Task Completed 12/31/2021)

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

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

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

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

#### **Assumptions:**

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

## Deliverables:

- Meeting Agendas, Materials, and Summaries

### 5.2.2. Agency Coordination and Planning Documents (Task Completed 12/31/2021)

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

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

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

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

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

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

## Assumptions:

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

## Deliverables:

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

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

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

## Assumptions:

- ODOT will lead all tribal consultation efforts

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

**Deliverables:**

- Draft and Revised Draft Tribal Consultation Plan

**5.2.4. Agency and Organizations Meetings (Task Completed 12/31/2021)**

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

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

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

**Assumptions:**

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

**Deliverables:**

- Meeting Agendas, Materials, and Summaries

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

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

**Deliverables:**

- Draft, Revised Draft, and Final Impact Assessment Methodology Memoranda

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

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

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

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

**Assumptions:**

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

**5.4.1. Air Quality**

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

- Identifying any new data or analysis that is required; or analysis that may have been changed since 2003
- Completing a qualitative operational Mobile Source Air Toxic (MSAT) emissions analysis per FHWA guidance
- Qualitatively assessing operational and construction impacts on transportation related criteria pollutants identified under the National Ambient Air Quality Standards
- Qualitatively assessing MSAT emissions and particulate matter on sensitive receptors per FHWA guidance, including secondary particulate matter standards as it applies to treaty access fishing sites.

**Assumptions:**

- No quantitative operational MSAT analysis will be required.
- Traffic data will be provided as part of Task 7, Transportation.

**Deliverables:**

- Draft, Revised Draft and Final Air Quality Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

**5.4.2. Energy and Greenhouse Gases**

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

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

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

**Assumptions:**

- Consultant will follow WSDOT Greenhouse Gas and Energy guidance (WSDOT Guidance - Project-Level Greenhouse Gas Evaluations under NEPA and SEPA. Environmental Services, February 2018 <http://www.wsdot.wa.gov/sites/default/files/2017/05/08/Env-Energy-GHGGuidance.pdf>)
- Operational traffic data and construction traffic delay data will be provided as part of Task 7, Transportation

**Deliverables:**

- Draft, Revised Draft and Final Energy Analysis Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

**5.4.3. Fish and Wildlife Technical Report**

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

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

**Assumptions:**

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

**Deliverables:**

- Draft, Revised Draft and Final Fish and Wildlife Elements Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.4. Geology and Soils

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

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

#### Deliverables:

- Draft, Revised Draft and Final Geology and Soils Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.5. Hazardous Materials

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

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

#### Assumptions:

- Analysis and reporting will reflect updated Federal and State environmental database review and visual reconnaissance performed for 2003 technical report
- Reporting will reflect updated impacts and mitigation resulting from environmental database review and visual reconnaissance

#### Deliverables:

- Draft, Revised Draft and Final Hazardous Materials Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.6. Land Use

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

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



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

#### **Assumptions:**

- No statewide goal exceptions will be required
- There are no Wild and Scenic Rivers or Oregon Scenic Waterways within the study area
- The study area is not located within the geographic area subject to the Coastal Zone Management Act
- The proposed bridge facility is replacing a bridge with similar capacity, and thus is not anticipated to induce growth, so an extensive discussion/analysis of the potential for induced growth is not required
- There are no prime farmlands within the study area; areas identified with soils rated as farmlands of statewide importance (on the Washington side) within the study area are not used for farming so an analysis of farmland conversion by alternative will not be required

#### **Deliverables:**

- Draft, Revised Draft and Final Land Use Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### **5.4.7. Noise**

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

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



- Noise modeling updates are required as the assessment in 2003 was completed in FHWA’s Traffic Noise Model (TNM) Version TNM 2.0; FHWA’s current traffic noise model is TNM 2.5 which has been used by ODOT and WSDOT for the past 10 years
- Following field reconnaissance and the updated modeling effort, all analysis of impacts and mitigation will be updated from the assessment performed in 2003
- The updated noise assessment will utilize the latest design and traffic data prepared under Task 6, Engineering, and Task 7, Transportation

#### Assumptions:

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

#### Deliverables:

- Draft, Revised Draft and Final Noise Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

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

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

##### Social

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

##### Environmental Justice

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

- Qualitatively consider potential impacts of tolling on EJ populations utilizing information and data from Task 4 and/or the Port of Hood River’s tolling/revenue consultant.
- Reevaluating impacts based on updated census data to make an updated environmental justice determination

#### Economic

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

#### Recreation

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

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

#### Assumptions:

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

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

#### **Deliverables:**

- Draft, Revised Draft and Final Social and Economic Technical Report
- Draft, Revised Draft and Final Park and Recreation Technical Report
- Up to four (4) reconciliation updates to each technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.9. Traffic

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

#### 5.4.10. Vegetation and Wetlands

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

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

#### **Assumptions:**

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

- Wetland and OHWM delineation report will contain up to 8 graphics

#### **Deliverables:**

- Wetland and OHWM Delineation Report
- Plant Survey Technical Memoranda
- Draft, Revised Draft and Final Vegetation and Wetland Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### **5.4.11. Visual**

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

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

#### **Assumptions:**

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

#### **Deliverables:**

- Draft, Revised Draft and Final Visual Technical Report

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

#### 5.4.12. Waterways and Water Quality

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

- Coordinating with design team to address specifications of bridge drainage capacity, treatment facilities, spill prevention and containment plans
- Addressing snow and ice management in water quality section
- Identifying any monitoring wells, wells that would be abandoned, water rights, or water licenses that would be affected; comply with Oregon Water Resources Department guidance
- Updating water quality data with respect to the 303(d) listing for the Columbia River
- Updating the Construction Impacts section to be consistent with biological resources and based upon the methods and means for foundation types identified in the TS&L report and new design work conducted under Task 6, Engineering
- Updating the Operational Impacts section for the types and sizes of stormwater treatment identified in the TS&L report and new stormwater analysis conducted under Task 6, Engineering
- Calculate the water pollutant loading generated by each of the three bridge alignments

#### Deliverables:

- Draft, Revised Draft and Final Water Quality Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

#### 5.4.13. Cumulative Impacts Technical Report

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

#### Assumptions:

- Cumulative impacts will be analyzed for all disciplines evaluated in the EIS
- List of current and reasonably foreseeable actions will be drawn from adopted plan documents, development proposals, and coordination with City of Hood River, City of White Salmon, Port of Hood River, Port of Klickitat, Hood River County and Klickitat County.

#### Deliverables:

- Draft, Revised Draft and Final Cumulative Impacts Technical Report
- Up to four (4) reconciliation updates to technical report based on revised SDEIS and FEIS administrative drafts

### 5.5. ESA Section 7 Compliance

Under Section 7 of the Endangered Species Act (ESA), the Port is required to consult with USFWS and NOAA Fisheries (i.e., the Services) to ensure that the proposed project actions are not likely to jeopardize the continued

existence of listed species or result in the “destruction or adverse modification” of critical habitat. The construction of the proposed bridge will require preparation of a biological assessment (BA) that describes the biological resources within the project action area and evaluates the potential effects of the project on ESA-listed species and their habitat. Because FHWA is anticipated to be the lead agency for NEPA documentation, the BA will be prepared using the FHWA National BA Template with guidance from the Biological Assessment Preparation Manual by WSDOT (2015) and the Guidance Manual for Writing Biological Assessment Documents by ODOT (2008).

To prepare the BA, the Consultant will review preliminary project information, including plans, in-water work isolation plans, storm design reports, and stormwater management plans to develop a clear and concise description of the project and establish an “action area” pursuant to Section 7 of the ESA. It is anticipated that the following species will need to be addressed: 13 evolutionary significant units and distinct population segments of listed salmonids and Pacific eulachon. Other terrestrial plant and animal species will be identified and discussed but are not anticipated to be affected by the project. The BA will also evaluate potential effects to essential fish habitat and Pacific salmon, as required under the Magnuson–Stevens Fishery Conservation and Management Act.

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

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

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

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

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

Respond to an additional Round of Review Comments:

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

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

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

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

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

**Assumptions:**

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

**Deliverables:**

- Comment Spreadsheet
- Draft, Draft #2, Revised Draft and Final BA
- Meeting Agendas and Summary Notes

**5.6. Cultural / NHPA Section 106 Compliance (Task Completed 12/31/2021)**

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

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

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

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

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

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

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

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

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

#### 5.6.4. Cultural Resource Survey (Task Completed 12/31/2021)

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

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

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

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

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

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

- Gather and log specific data and photographs of 19 previously surveyed properties to support determination of eligibility (DOE) and finding of effects (FOE) forms required by the Oregon and Washington State Historic Preservation Offices (SHPOs).
- Update the Historic Property Inventory table, including revised recommendations of property significance.

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

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



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

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

#### 5.6.4.c. Testing and Testing Report

- Consultant Archaeologist will conduct test excavations at 45KL688 following the terms of an approved testing plan. As currently defined, the testing plan would consist of a series of up to 8-10 constant volume probes (CVPs). Consultant Archaeologist will excavate up to eight 1x1-meter test if evidence of intact features or intact buried deposits is encountered. Consultant Archaeologist will screen all excavated sediments through 1/8-inch mesh hardware cloth. Consultant Archaeologist will collect all artifacts other than demonstrably modern debris.
- Consultant Archaeologist will conduct systematic analyses of all artifacts and faunal and botanical specimens recovered in the excavations. The analyses would focus on providing the data for addressing the research questions. Consultant Archaeologist will prepare all materials for curation at the Burke Museum at the University of Washington.
- Consultant Archaeologist will attempt to relocate and record the obsidian artifact noted in earlier investigation work on the river shoreline and will relocated and record as an archaeological site the historic debris scatter also noted in prior efforts. Consultant Archaeologist will attempt to relocate site 45KL858 and, if relocated, will prepare a site update form for submittal to DAHP.
- Consultant Archaeologist will prepare a technical report that presents the results of the research and fieldwork. Consultant Archaeologist will include recommendations on the National Register eligibility of 45KL688, as well as any additional actions to address state and federal requirements. Consultant Archaeologist will prepare the report to state, federal, and professional standards.
- Consultant Archaeologist would prepare artifacts and copies of field records for curation at the Burke Museum at the University of Washington and meeting their curation standards. Please note that the Burke requires all materials submitted for curation to be delivered in person; i.e., collections cannot be shipped to the museum.

#### 5.6.5. Resource Forms (Task Completed 12/31/2021)

*Historic Resources (Task Completed 12/31/2021)*

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

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

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

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

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

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

- Consultant Architectural Historian will coordinate with ODOT to obtain Federal Highway Administration (FHWA) concurrence with the proposed FOE(s) on the resources, prior to submittal to State Historic Preservation Office (SHPO).

- Each FOE prepared by Subcontractor must assess the Project's effects on the historic resources including: direct and indirect effects; physical destruction or damage; alteration or rehabilitation; removal; change of setting; introduction of visual, atmospheric or audible elements; neglect of a property; or transfer or sale of ownership; and
- Consultant Architectural Historian will discuss alternatives to avoid or minimize adverse effects to the resource.
- The FOEs will be prepared consistent with the standards and guidelines of ODOT (ODOT FOE form): [http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/pages/sample\\_documents.aspx](http://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/pages/sample_documents.aspx)

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

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

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

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

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

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

5.6.5.f DOE and FOE for Railroad

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

5.6.5.g DOE and FOE for Treaty Fishing Site

- Consistent with the requirements of WSDOT as well as Washington SHPO's applicable guidelines regarding architectural surveys, Consultant Architectural Historian will complete a DOE for the White Salmon Treaty Fishing Site within the APE. The Consultant Architectural Historian will also prepare a DOE and project effects analysis for the Treaty Fishing Site. The effects analysis will result in an FOE for the Fishing Site. Consultant Architectural Historian will record the DOE and FOE in the built environment

technical report being prepared as part of the project. In addition, Subcontractor shall record the DOE and FOE for the Treaty Fishing Site in Washington shall be recorded in the Washington Information System for Architectural and Archaeological Resources Survey database. The work shall include the collection of ethnographic information from the four treaty tribes (if the tribes avail themselves for the development of the DOE).

#### *Archaeological Resources (Task Completed 12/31/2021)*

##### 5.6.5.h Archaeological Reporting Updates and DOE and FOE

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

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

##### Assumptions for 5.6.5h:

- No additional field survey will be required
- The revised and updated archeological technical report will not address historic resources.
- There is no requirement to undertake a synthesis of the Tribal ethnographic studies provided to ODOT or otherwise be directly involved the review of those studies.
- Archaeological site 45KL688 will be the only archaeological resource recommended eligible for listing on the National Register.

#### 5.6.6. Report and Coordination

##### *Historic Resources (Task Completed 12/31/2021)*

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

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

- i. Historic Resource Table and a descriptive summary of the table's results;
- ii. United State Geological Survey (USGS) Location Map at 1:24,000 scale; aerial image (Google map acceptable) showing the Area of Potential Effects (APE); and showing the location of each historic resource identified in the table within the Project APE;
- iii. Brief descriptions and significance statements of DOE resources;
- iv. Evaluation of Effects;
- v. Application of the Criteria of Adverse Effect (36 CFR 800.5) for each individual resource;

- vi. Avoidance Alternatives Considered (and not considered) and including the No Action Alternative and Minimization Efforts if the Project has the potential to adversely affect a historic property.
- vii. Vicinity map, photographs, Project plans that show footprint and impacts to the historic resources;
- viii. Appendices with the completed DOEs and FOEs; and
- ix. List of references cited.

Consultant Architectural Historian's draft report will be submitted in sequence to 1) WSP for initial Client review; 2) ODOT/WSDOT and Client; 3) SHPO/Department of Archaeology and Historic Preservation (DAHP), Tribes, additional agencies, and other concerned parties. Consultant Architectural Historian will provide revisions in sequence after each of the three (3) review phases. Consultant Architectural Historian's revisions shall be addressed within two (2) weeks of receipt of comments during each phase. Drafts of the report will be supplied to WSP using Microsoft (MS) Word. Final documents will be provided to WSP in MS Word and PDF formats. A master Project file with constituent documents and research will also be supplied to WSP.

*Archaeological Resources (Task Completed 12/31/2021)*

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

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

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

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

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

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

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

- Introduction
- Project Description
- Identification and Description of the Historic Property
- Avoidance Alternatives Considered (and not considered) and including the No Action Alternative and Minimization Efforts.
- Evaluation of Effects
- Application of the Criteria of Adverse Effect (36CFR800.5)
- Coordination and Public Involvement
- Vicinity Map, photographs, project plans that show footprint and impacts to the historic resource
- Type, Size and Location Report (previously prepared in 2011)
- Section 4f Evaluation for Historic Sites (prepared in Task 5.7)

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

**Assumptions:**

- Each document will undergo one round of review comments by Port and ODOT; Consultant will incorporate comments and produce a final document.
- One in-person cultural resources kick-off meeting will be held in Portland; up to three (3) Consultant staff will attend; meeting will be up to two (2) hours.
- If the project horizontal/vertical limits are changed during periods of work performance, the APE will be revised and resubmitted to ODOT/WSDOT, these modifications to the memorandum documents and hours associated with revisions would need to be covered under a contract modification
- Formal Section 106 Consultation is the responsibility of ODOT
- Upon ODOT approval and direction, the relevant tribe(s) will be contacted about the project to solicit any additional concerns about heritage resources and to inform them when field investigations will take place; this communication is a technical inquiry and does not take the place of any formal consultation required
- Up to 90 potentially significant historic properties will be recorded on historic property inventory forms and/or database entries to comply with SHPO and DAHP submittal protocol.
- Contractor Architectural Historian will be provided proximate access to the residential properties that will be subject of the Intensive Level Survey (ILS). Contractor will coordinate with Port to obtain property access permissions.
- One round of comments from the Oregon and/or Washington SHPOs concerning the information in the forms (i.e., RLS, DOE, FOE, ILS).
- Contractor Architectural Historian will utilize field information collected in March 2020 for the ILS properties. Some properties were not accessible at the time of fieldwork due to the lack of owner permissions to enter the property. For those (and several other properties) Contractor Architectural Historian will utilize photographic information collected from various real estate databases/websites to supplement the photographs that were taken from the public right-of-way.
- Contractor Architectural Historian will utilize research from online sources due to minimal access to historical repositories and libraries. Subcontractor shall also call applicable property owners to determine if they have historical information pertaining to their properties.
- Up to 325 shovel tests will be conducted in the field.
- Removal of the National Register Eligible bridge will result in an Adverse Effect to the bridge; ODOT/WSDOT may require additional analysis and evaluation to show that potential effects to the bridge cannot be avoided, mitigated or minimized prior to pursuing the preferred alternative removal; this will be determined through consultation between ODOT/WSDOT, SHPO/DAHP, and the Tribes. ODOT may decide to and prepare an update to the previous Finding of Effect.
- Consultant will prepare the MOA for adversely affected historic properties for the project. Consultant will prepare the mitigation plan for adversely affected historic properties that is an attachment to the MOA (Work for this task will be conducted under Task 5.11).
- Up to sixteen (16) monthly one-hour phone meetings with ODOT cultural resource staff will be held and will be attended by up to four (4) members of the Consultant team.
- Ethnographic studies contracted by the Port will be conducted by Native American tribes. The Consultant will not participate in the procurement of this work, data collection, analysis, reporting or any other facet of preparing these studies.
- Any further cultural resource analysis that emerges from additional archaeological resources, historic properties, or traditional cultural properties will requires a contract amendment.
- The proposed testing plan as outlined for Task 5.6.4.c will be approved, and no more than 10 CVPs or eight 1x1-meter units will be excavated.

- A maximum of 3,000 artifacts and faunal and botanical specimens will be recovered and analyzed.
- A maximum of two charcoal samples will be submitted for radiocarbon dating and five obsidian artifacts submitted for sourcing.
- Consultant Archaeology field crew members will be lodged in Hood River with lodging and per diem at the standard GSA rates.
- Fieldwork will require up to eight days.

**Deliverables:**

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

**5.7. Section 4(f) and Section 6(f) (Task Completed 12/31/2021)**

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

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

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

- Updating data about the Hood River Bridge presented in the Section 4(f) evaluation, such as the NRHP listing status, SHPO/DAHP determinations of eligibility and findings of effect, etc.
- Coordinating with State DOT and FHWA to confirm Section 4(f) use determinations for all resources subject to Section 4(f) and to confirm whether changes to the Waterside Trail (trail reconstruction proposed) and Port of Hood River Marina (parking lot and access reconstruction proposed) warrant detailed analysis as part of the project's Section 4(f) evaluation
- Expanding the evaluation to include any additional resources that would be impacted to be assessed in the Section 4(f) Evaluation
- Updating summary of agency coordination on Section 4(f) resources, including attaching copies of correspondence from SHPO and Officials with Jurisdiction
- Preparing Section 6(f) documentation

#### Assumptions:

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

#### Deliverables:

- Section 4(f) Analysis
- Historic Bridge Programmatic Document
- Two (2) *de minimis* letters
- One (1) temporary occupancy letter
- Section 6(f) Memorandum

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

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

The Memorandum may include:

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

#### Deliverables:

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

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

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



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

Consultant's activities for preparation of the SDEIS include:

#### *SDEIS Outline*

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

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

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

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

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

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

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

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

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



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

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

**Assumptions:**

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

**Deliverables:**

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

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

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

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

**Assumptions:**

- For the SDEIS, Consultant will prepare responses for up to 12 comment submittals
- For the FEIS, Consultant will document and prepare responses for up to 157 comment submittals with, on average, up to three individual, substantive topics per comment submittal, for a total of 465 topics

- One comment submittal is an email, letter, comment form, or oral testimony record
- Up to 30 substantive review comments from Port, State DOT, and FHWA reviewers will be received on each Draft and Revised Draft of the SDEIS and FEIS Record of Responses

**Deliverables:**

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

## 5.11. Mitigation Commitment List for Final EIS

### 5.11.1. Mitigation Commitment List

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

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

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

- **MOA Development:** Consistent with the requirements of ACHP, ODOT, WSDOT as well as Washington and Oregon SHPO’s applicable guidelines regarding the development of Project Memoranda of Agreement, Consultant Architectural Historian will complete a MOA that includes drafting and integrating comments from the consulting parties. The Consultant Architectural Historian would be directed to prepare the text of the agreement, track and address comments from consulting parties, support Port of Hood River/ODOT during consulting party meetings (not to exceed seven group meetings and three client/agency meetings). The Consultant Archaeologist will participate in consulting parties’ meetings and address questions regarding the archaeological resources, analysis methods, and findings. The estimate also assumes three drafts of the MOA. ODOT/Port of Hood River shall coordinate communications to the consulting parties, review drafts prepared by the Consultant, and approve for signature the MOA document. The Consultant shall prepare meeting summaries after each client/agency/consulting party meeting and shall prepare meeting agendas for client review. Estimate does not include costs related to in person meetings such as travel costs, lodging, or per diem and does not include individual tribal consultation meetings.
- **Mitigation Plan:** The Mitigation Plan shall include a list of options and associated cost estimates, in consultation with the Port of Hood River and ODOT and WSDOT, that would be developed for the purposes of MOA consultation by the Consultant Architectural Historian. This list of mitigation options would be influenced by cost and feasibility and the degree of the project’s potential for an adverse effect to the Hood River Bridge, while also being influenced by community-oriented mitigation measures recently emphasized by the Oregon and Washington SHPOs. The estimate assumes two drafts of the Mitigation Plan will be prepared for client/agency review.

### 5.11.3. Archaeological Monitoring Plan

The Consultant Archaeologist shall prepare an Archaeological Monitoring Plan, which will be appended to the MOA. Consultant Archaeologist shall address construction monitoring, including no work zones, inadvertent discoveries, and monitoring ground-disturbing construction activities.

This plan will address:

- Monitoring methods and response to inadvertent finds along SR-14 adjacent to known archaeological sites.
- Mapping no work zones and providing protocols for ensuring no work occurs in these areas.

- Methods to be used for deep excavations on the Oregon side of the project where extensive fill caps the native soils.
- Geotechnical sampling throughout the project area.
- Staging and disposal areas.
- Archaeological collection and curation.

#### 5.11.4. Support for Port's Treaty Fishing Compensatory Agreements

The Consultant shall support the Port's, ODOT's and FHWA's effort to develop and execute four treaty fishing compensatory agreements with the respective four Columbia River treaty tribes. Support work may include, but is not limited to, drafting agreement language, summarizing data and analysis included in the Supplemental Draft EIS, preparing map exhibits, providing summaries of past meetings with the tribes, completing research on similar agreements or fishing activities (e.g., species, catch quantities, habitat, ceremonial practices, subsistence practices). Consultant services for these agreements shall not exceed 80 hours.

#### Assumptions:

- The Mitigation Commitment List would be included as an appendix in the combined Final EIS and Record of Decision (Tasks 5.12 and Task 13).
- The Section 106 Mitigation Plan will provide mitigation to resolve adverse effects on one historic property, which is the Hood River Bridge.

#### Deliverables:

- Mitigation Commitment List
- Draft, Revised Draft and Final Section 106 Mitigation Plan and MOA
- Archaeological Monitoring Plan

### 5.12. Final EIS

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

#### *Administrative Draft #1a and #1b FEIS for the Port and ODOT Technical Review (Task Completed 12/31/2021)*

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

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

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

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

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

- Revise the FEIS to address FHWA Division Office and cooperating agencies review comments and prepare the Administrative Draft #3 FEIS
- Provide responses to all review comments

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

- Review comments provided by FHWA legal sufficiency review on the Administrative Draft #3 FEIS
- Participate in one comment resolution meeting with the Port, State DOT, FHWA, and/or other agencies as needed to resolve comments
- Revise the FEIS to address FHWA legal sufficiency review comments and prepare the Signature-ready FEIS
- Provide responses to all review comments
- After signatures are obtained, incorporate signature page to produce Final FEIS for public distribution

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

**Assumptions:**

- The preferred alternative identified for analysis in the Final EIS will be the same as the preliminary preferred alternative identified in the 2003 Draft EIS and SDEIS; no new or modified alternatives will be analyzed in the Final EIS
- The Final EIS will be prepared as errata sheet (abbreviated format)
- The Final EIS will follow the same organization as the SDEIS; no outline will be prepared
- Development of the Final EIS will not entail new operational and/or environmental impact analyses, or the consideration of new alternatives beyond the analysis contained in the SDEIS
- No substantive public comments requiring re-examination of the document and related project files will be received
- A combined FEIS and ROD will be used for the Project; a combined FEIS/ROD would still necessitate the tasks outlined in Tasks 5.12 and 5.13.
- The public mailing list will be maintained in Task 2, Public Involvement
- The first Port and ODOT review of the Administrative Draft FEIS will result in up to 10 substantive comments to be addressed; no new substantive comments will be received from the Port and State DOT during subsequent reviews
- The first FHWA and cooperating agency review of the Administrative Draft FEIS will result in up to 15 substantive comments to be addressed; no new substantive comments will be received from FHWA during subsequent reviews
- No further comments will be received on the Signature-ready FEIS.
- Up to two Consultant staff will attend up to three comment resolution meetings lasting up to two hours each via teleconference
- The Port and/or ODOT will coordinate obtaining signatures on the Signature-ready FEIS and no Consultant staff will be required to participate or prepare for briefing meetings
- Consultant will produce electronic (PDF) copies of the FEIS for all reviews
- The Port and/or State DOT will distribute the FEIS to agencies and the public
- The Port will pay any fees related to publishing the NOA in local newspapers
- The Signature-ready FEIS and all other versions of the FEIS and other documents will be prepared in Microsoft Word so that reviewers may provide comments in track changes

**Deliverables:**

- Administrative Drafts (#1a, #1b, #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 (Task being completed under Task 5.12, 12/31/2021)

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 (Task Completed 12/31/2021)

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

#### Assumptions:

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

- The Engineering Lead will arrange for the meeting facility, distribute the meeting announcement, develop and provide agendas and meeting notes.

#### **Deliverables:**

- DOT meeting agenda and meeting notes.

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

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

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

Establish horizontal and vertical survey control for the project.

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

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

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

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

#### **Assumptions:**

- Survey limits are as shown on attached Figure 1.
- The horizontal datum will be NAD83, Oregon Coordinate Reference System (OCRS) Columbia River West Zone, units in International Feet.
- The vertical datum will be the National Geodetic Vertical Datum of 1988 (NAVD88).
- Record of Survey is not included.

#### **Deliverables:**

- Digital Terrain Model in DGN format.

### **6.3. Geotechnical**

Amendment 2 Note: Consultant conducted geotechnical exploration planning to support bridge design (Task 6.6) and in-water permitting (Task 8.2) prior to July 31, 2022. All work after this date will be put on hold; remaining budget will be moved to a contingency task (Task 9.1).

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

- Provide geotechnical support to the Port in preparation for, and review of, optional geotechnical investigations and supporting analysis under (Optional) Task 10. Geotechnical support will include participation in up to one (1) remote and one (1) in-person meeting with WSDOT and ODOT technical staff to review optional geotechnical investigations and analysis, as well as up to two (2) remote meetings with Port staff only.
- Provide geotechnical support for additional efforts under Task 5.5 related to the Biological Assessment.

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

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

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

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

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

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

##### **Deliverables:**

- Bridge Hydraulics Technical Memorandum

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

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

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

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

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

##### **Assumptions:**

- The single beam transects will be at the following locations:
  - Approximately 1 mile downstream from the proposed bridge
  - Approximately 0.5 mile downstream from the proposed bridge
  - At the proposed bridge (approximately 300 feet downstream from the existing bridge)
  - Downstream face of existing bridge
  - Upstream face of existing bridge
  - Approximately 0.5 mile upstream of the existing bridge
  - Approximately 1 mile upstream of the existing bridge



- Project survey control will be provided and will be in place prior to bathymetry data collection.
- The horizontal datum will be Lambert, Oregon North Zone (NAD 83, U.S Survey Feet) and the vertical datum will be NAVD 88.

**Deliverables:**

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

**6.5. Civil**

**6.5.1. Roadway Geometry**

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

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

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

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

**Assumptions:**

- Alignment EC-2 is the primary focus for roadway geometric alignment and profile grade effort, as established in the Bridge TSL Study. A minor level of effort is expected for similar elements of alignments EC-1 and EC-3
- Bicycle and pedestrian facility location, type, size, and compliance with federal guidelines, as established in the Bridge TSL Study, are valid.
- Concept design for bicycle and pedestrian facility connections to existing systems, are not part of this scope of work

**Deliverables:**

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

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

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

**Assumptions:**

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



- Lane closure requirements will be provided by Port

#### **Deliverables:**

- Conceptual Staging exhibit to support the NEPA process

#### 6.5.3. Task Reserved

#### 6.5.4. Storm Water (Task Completed 12/31/2021)

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

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

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

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

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

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

#### **Assumptions:**

- Downstream analysis will not be required.
- Enhanced water quality treatment will be required. Flow control will not be required.
- A Specialty Hydraulic Report will be completed under a separate Task.
- Report submittals will be provided in PDF format.
- No in-situ infiltration testing will be conducted.
- Up to five (5) meetings with the Port and partners such as WSDOT, ODOT, USACE, etc. with up to three Consultant (3) staff attending lasting two (2) hours in length, plus preparation and travel time as necessary. At least two (2) meetings will be in person. All other meetings will be teleconferences.
- The Project is not located within a WSDOT high-priority retrofit location and the maximum cost limit for the retrofit analysis is 20 percent.
- A site visit to confirm the concept stormwater design will be conducted by two (2) Consultant staff.
- Culvert replacement for Fish Passage design is not included as a part of this design. The need for future fish passage culvert replacement will be noted in the Stormwater Technical Memorandum as applicable.

#### **Deliverables:**

- ESA Stormwater Design Checklist
- Stormwater Technical Memorandum

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

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

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

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

### Assumptions:

- Columbia River Navigation Channel dimensions of 80 feet vertical and 450 feet horizontal will be confirmed by the US Coast Guard as the primary opening. A secondary opening (within the same span) of 90 feet vertical and 250 feet horizontal, will also be confirmed by the US Coast Guard.
- The architectural features of the bridge type and size, as developed for the Bridge TSL Study, meet the requirements of the Gorge Management Plan and are acceptable.
- Pier locations and span arrangement from the Bridge TSL Study are acceptable.
- The design refinement, as dictated by the NEPA process, will not be to a point that will advance the level of design

### Deliverables:

- Engineering exhibits to support the NEPA process

## 6.7. Wind Analysis – Reserved

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

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

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

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

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

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

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

### Assumptions:

- Aesthetic requirements for the bridge will follow those set in the Columbia Gorge Management Plan, Chapter 7, “Columbia River Bridge Replacement”, 9/1/2011.
- Architectural concepts will be developed for one perspective from the pedestrian path. The three (3) themes to be developed include: existing bridge, Historic Columbia River Highway, and modern.
- Each meeting with the Columbia River Gorge Commission will be held in White Salmon, WA and be up to 2 hours in duration.

**Deliverables:**

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

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

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

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

**Assumptions**

- Up to six (6) high-resolution photo simulations will be prepared for six (6) different locations per final map of proposed photo locations and direction of view.
- Agency changes to photo locations/direction of view after site visit will require a contract modification.
- One design snapshot will be utilized for completion of this task. Any changes to design, after photo simulations work has commenced, that would impact the photo simulations will require a contract modification.
- The high-resolution photo simulations will be submitted in electronic format (.jpg), suitable for 30x40 inch presentation display boards.

**Deliverables:**

- Map of proposed photo locations and direction of view
- Photo set (up to two (2) photos from each of up to twelve (12) locations)
- Draft, Revised Draft and Final photo simulations of the Final Bridge Alternative.

**6.9. Cost Estimating (Task Completed 12/31/2021)**

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

**Assumptions:**

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

**Deliverables:**

- Cost Estimate Update.

## 6.10. 6.10 Preliminary Cost Estimate

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

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

#### 6.11.1. PCE Scoping & Assumptions

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

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

#### **Assumptions:**

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

#### **Deliverables:**

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

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

### 6.11.2. PCE Cost Verification

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

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

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

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

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

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

#### **Assumptions:**

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

#### **Deliverables:**

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

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

### 6.11.3. PCE Update

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

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

The final PCE update with memorandums and backup files, updated construction schedule, and risk register will be submitted two (2) weeks later. An executive summary of 3-5 pages in length will be developed to summarize the costs and the assumptions used in development of the PCE including schedule. All PCE documents will be formatted into a single file suitable for publication by the Port.

#### **Assumptions:**

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

**Deliverables:**

- PCE Update with scoping files and support documents
- Updated Risk Register
- Updated Construction Schedule
- Executive Summary
- Compiled PDF of final PCE update

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

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

The Consultant will conduct a comprehensive update to the previous Draft EIS traffic forecasting and operations analysis. This includes revisiting the technical foundation to document key traffic patterns, capacity requirements of the bridge to meet future multimodal crossing demand and identifying the need for critical operational and safety enhancements on both approaches to address potential congestion hot spots and multi-modal access and mobility.

**7.1. Methodology Memorandum (Task Completed 6/30/2019)**

The Consultant will coordinate with the Port and project partner agencies to develop the traffic forecasting methodology, models, and assumptions. The Consultant will obtain, develop, and validate the travel demand forecasting and operational analysis approaches for developing the necessary traffic projections and conducting the analysis necessary for updating the environmental effects of the project and supporting design refinements as necessary.

The Consultant will work with the Port and partner stakeholders to develop a brief methods and assumptions summary that will outline the following:

- Method for developing year of opening and 20-year horizon multi-modal travel demand forecasts. An important aspect will be to focus on latent demand given the large increase in vehicular capacity on the bridge, as well as the inclusion of bicycle and pedestrian access across the bridge.
- Tools used to perform the analysis work
- Geographic limits of the study area
- Relevant assumptions regarding data and analysis parameters
- Time periods for analysis (AM/PM peaks, weekday, other)
- Number of options or alternatives to consider
- Performance measures that will be used to gauge traffic operations, multi-modal mobility, access and safety, and overall construction feasibility.

**Other related efforts include:**

- Where available, obtain existing Synchro/SimTraffic or Vissim simulation models for the study area
- Update and calibrate obtained simulation models using current traffic data from the Port and partner agencies. As needed, additional traffic counts will be collected by the Consultant.
- For horizon year traffic data, develop traffic growth factors based on factors developed for the SR-14 Bingen-White Salmon Circulation Study for the north side of the bridge, and factors based on land use growth and/or recent traffic studies conducted on the south side of the bridge.

## Deliverables:

- Technical Memorandum: Transportation Analysis Methods and Assumptions

### 7.2. Data Review and Collection (Task Completed 6/30/2019)

The first step in the investigation of existing conditions will be a thorough review of the transportation data that was recently collected within the study area for other corridor planning efforts. This includes data that was collected as part of the SR-14 Bingen-White Salmon Circulation Study, as well as other efforts to be identified in conjunction with the Port of Hood River and their partners. Following a review of the relevant data available, a list of data gaps and data collection needs will be prepared by the Consultant. This may include the following:

- Signal timing and phasing data for the study area intersections
- Roadway geometry data and pedestrian/bicycle amenities in the vicinity of both ends of the bridge
- Historical crash data for SR-14, the Hood River Bridge, the I-84/State Route 35 interchange and relevant ramp or arterial intersections
- Freight volumes and documentation on future freight system demands across the bridge and along the SR-14 and I-84 corridors
- Transit routes and ridership across the Hood River Bridge
- Key emergency responders (Bingen FD, Hood River FD, HMS Ambulance, etc.) and service areas
- GIS data represent parcel boundaries, right of way, critical areas, topography, and utilities
- Local and regional comprehensive plans
- Project area aerial imagery
- Updated vehicle classification volumes across the Hood River Bridge

To supplement the traffic volume data already collected, AM and PM peak hour turning movement volume counts reflecting typical annual weekday conditions, as well as counts reflecting summer peak season conditions may be performed for relevant intersections within the study area. These counts will target one mid-week day (Tuesday, Wednesday or Thursday).

#### Assumptions:

- For budgeting purposes, assume AM/PM peak hour traffic counts will be conducted at a total of eight intersections for an average annual time period and for a summer peak season time period.
- Toll booth data indicating volumes and vehicle classes will be provided by the Port of Hood River for periods reflecting before and after the recent toll increase (February 1, 2018)

## Deliverables:

- List of transportation data collection needs

### 7.3. Existing and Future No Build Conditions Update (Task Completed 6/30/2019)

Once the transportation data review is complete and all data pieces have been explored and compiled, the Consultant will then initiate the analysis of existing traffic conditions to gauge current levels of delay during critical periods of the day (ex. AM and/or PM peak period). This analysis will cover the relevant intersections connecting to both sides of the bridge. Synchro 9 software (with Highway Capacity Manual reporting) will be the primary analysis tool used to assess traffic congestion and operational constraints. For complex operations, such as toll booth processing, Vissim 9 microsimulation software may be used to capture vehicular queuing, and recovery wait times.

Also, as part of the existing conditions assessment, the Consultant will broadly characterize marine operations (e.g., volumes/classifications) navigating the river under the bridge in the study area. The Consultant will also inventory pedestrian and bike amenities connecting to both sides of the bridge, historical crashes along the bridge and roadway approaches (including key intersections), current transit usage of the bridge, and existing freight demands, speeds and truck pathways on both sides of the bridge.



To assess future baseline conditions, the Consultant will develop traffic forecasts reflecting a minimum 20-year outlook for the Hood River Bridge and adjacent roadways and key intersections primarily based on background growth in traffic along the SR-14 and I-84 corridors but also informed by potential cross-state demand growth across the bridge. However, to refine the traffic projections, any anticipated land use changes within underdeveloped parcels and future growth potential for large employers (INSITU, etc.) will be assessed to identify additional growth generators beyond the estimated background levels.

The Consultant will also develop future long-range projections of truck freight demand on the bridge based on local, regional and statewide freight movement expansion on both sides of the Columbia River.

The Consultant will estimate the future marine operations conditions, primarily any increase in vessel volumes, to the extent that forecasts are available.

The Consultant will perform an analysis of future baseline traffic conditions for the AM and PM peak periods by leveraging the Synchro and Vissim models developed earlier on as part of the existing conditions analysis and will capture the same study area roadways and relevant intersections within the study area. Assumptions about future conditions of truck freight demand, rail demand, land use changes, or other relevant improvements in the study area will be documented and incorporated into the future baseline conditions analysis.

Any planned or programmed improvements to study area roadways, including SR-14 or I-84, or intersections in the study area based on comprehensive plan elements will also be reflected in the analysis.

**Deliverables:**

- Working paper on existing and future baseline conditions (to be incorporated into the Transportation Technical Report)

#### 7.4. Build Alternatives Analysis Update (Task Completed 6/30/2019)

The Consultant will analyze future transportation access and mobility reflecting up to three (3) build alternatives for the Hood River Bridge. Since the bridge alternatives will generally include capacity improvements (adding one or more travel lanes plus pedestrian/bike treatments), traffic volume projections will be developed for each bridge alternative. Analysis of the future build alternatives will be conducted using the same modeling tools employed for existing conditions and future no build conditions.

In addition to the traffic analysis work, the Consultant will assess how effectively the bridge alternatives address key deficiencies related to freight (truck) mobility, safety, emergency response, and economic development. Marine vessel mobility along the river will be assessed for each of the bridge alternatives, as well. Access and connectivity considerations for businesses, residents, and pedestrian/bicycle users will be woven into the alternatives assessment process to ensure that fatal flaws related to non-traffic congestion issues are clearly identified and reconciled.

Input from the stakeholder group will be an integral part of the alternatives assessment process from the outset and will continue to be relied on as the refinement and screening of alternatives takes place. This collaborative approach will be intended to reflect and address the range of stakeholder interests in terms of access, mobility and safety.

The main deliverable for the alternatives development and evaluation task will be a summary report that describes the treatments and alternatives considered for the targeted intersections along SR-14 and those that are recommended to be carried forward into more detailed planning and follow-on design.

**Deliverables:**

- Technical summaries of the alternatives considered and evaluation outcomes

#### 7.5. Transportation Technical Report (Task Completed 5/31/2020)

To document the transportation analysis approach, analysis and findings, a technical report will be prepared that captures the analysis assumptions, key data items collected and review, analysis approach and alternatives assessment outcomes. This report will recap the existing conditions and future No Build assessment and present a



performance comparison of the bridge alternatives based on the Build Alternatives technical summary described in Task 7.4. The technical elements of the technical report will be used for inclusion in the Supplemental Draft EIS and Final EIS documents.

**Deliverables:**

- Transportation Technical Report

**7.6. Tolling/Revenue Coordination (Task Completed 6/30/2019)**

Consultant will coordinate with the Port's Tolling/Revenue Consultant in the areas of public involvement, travel demand forecasting, transportation analysis, design and environmental studies.

**Assumptions:**

- Consultant will provide up to eight (8) hours of coordination with the Port's Tolling/Revenue Consultant.

**Deliverables:**

- None

## 8. PERMIT ASSISTANCE

### 8.1. Permit Plan and Coordination

This task will result in the development of a permit plan addressing the land use, environmental and construction permits that may be necessary to construct the project. The permit plan will identify the party responsible for obtaining the permits, regulatory and permit review authority, permit submittal requirements, permit development and preliminary processing timelines. The plan is intended to function as a 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. Following the Draft Supplemental EIS comment period, the Consultant shall review and update the plan to incorporate agency input relevant to the permitting of the project, including addressing USACE restrictive easement permitting and timing. To assist with agency discussions, the Consultant will develop a detailed project description and conceptual drawings.

#### **Assumptions**

- No permit application materials will be developed during this task.
- Consultant team representatives will meet with each agency. This task assumes that 5 meetings will be conducted at each agency's office with the remaining 8 being conducted by phone.
- Port/Consultant team review of the draft documents will be limited to one review cycle.

#### **Deliverables**

- Permit plan
- Meeting agendas and meeting notes

#### **8.2. In-water Permits for Geotechnical Investigations (Task Completed 12/31/2021)**

Consultant will prepare the permit applications and documentation necessary to secure permits to conduct the in-water geotechnical investigations necessary for the design of the project. These include:

- US Army Corps of Engineers Section 404 Nationwide Permit No. 6 – Survey Activities
- Oregon Department of Environmental Quality Section 401 Water Quality Certification
- Oregon Department of State Lands – Waterway Authorization
- Washington Department of Ecology Section 401 Water Quality Certification
- Washington Department of Fish and Wildlife Hydraulic Project Approval
- Washington Department of Natural Resources – Aquatic Land Use Authorization/Easement
- Written State Environmental Policy Act (SEPA) exemption from City of White Salmon
- Written Shoreline Substantial Development exemption from City of White Salmon

The proposed bridge crosses the Columbia River and is located in Oregon and Washington in two US Army Corps of Engineers (USACE) districts with jurisdictions: the Portland District is responsible for the Oregon side of the Columbia River while the Seattle District is responsible for the Washington side. Because the larger portion of the project area is located in Oregon and the Portland District is responsible for navigation projects in the river, it is anticipated that the USACE is likely to determine that the Portland District will be responsible for all USACE permitting for the project. According to the 2017 Nationwide Permit User's Guide, 401 water quality certifications are pre-certified and individual water quality certifications will not be required by ODEQ or Ecology. For the geotechnical investigations, the Washington Department of Fish and Wildlife (WDFW) will also require submittal and authorization of a Hydraulic Project Approval (HPA). Additionally, because the geotechnical exploration will occur in the river bottom owned by both Oregon and Washington, authorizations to conduct the investigations will be required from DSL and Washington Department of Natural Resources (DNR).

The Consultant will prepare and/or compile the necessary permitting information including a Joint Permit Application (JPA)/Joint Aquatic Resources Permit Applications (JARPA) and figures. The applications will include the necessary supplemental forms, aquatic survey, background information in the form of project description, best management practices (BMPs), mitigation plans, and cultural resources information in the JPA/JARPA forms.

Consultant will coordinate with permitting agencies to amend all permit applications for all remaining bridge pier locations. The initial set of applications identified six (6) boring locations, which will be updated to include twelve (12) boring locations.

Because the Columbia River is documented habitat for several species of fish listed under the ESA, compliance with the ESA must be documented. Based on permit requirements for similar geotechnical investigations in the Columbia River, this activity is typically considered to have no effect on ESA-listed fisheries or other ESA-listed species. This scope of work includes preparation of a no effect memorandum and/or coordination with the USACE, confirming that the project has been analyzed for its potential to affect species listed under the ESA, and that the proposed geotechnical investigation activities will have no effect on any species or critical habitat listed or proposed for listing under the ESA. This memorandum will be provided to the USACE as part of the JPA/JARPA submittal.

Finally, the geotechnical investigations will require written exemptions for SEPA and a Shoreline Substantial Development permit. The local agency responsible for this exemption is anticipated to be the City of White Salmon. The consultant will prepare exemption applications for submittal to the City and will meet with the City once to coordinate the exemption approvals.

**Assumptions:**

- The project will qualify as a Nationwide Permit (NWP) 6 for survey activities.
- Section 401 water quality certification requirements will be satisfied through issuance of the NWP 6 and are pre-certified according to DEQ and Ecology.
- The project will not require an individual ESA consultation with NOAA Fisheries or the U.S. Fish and Wildlife Service (USFWS). A BA will not be required for geotechnical investigations.
- No mitigation will be required for geotechnical site investigations.
- The activity is exempt from State Environmental Policy Act (SEPA), Shoreline Management Act (Revised Code of Washington 90.58.030), and local agency permitting requirements.
- Comments on the draft JPA/JARPA and no effect letter will be editorial in nature and minor in extent.
- Agency comments on final documents will be minor in extent and can be dealt with by email or telephone.
- Application fees are excluded.

**Deliverables:**

- JPA/JARPA with up to 6 figures
- No effect letter with up to 4 figures
- In-water work window variance
- Up to 12 hours of post-application coordination with USACE, WDFW, DSL, DEQ, DNR, and City of White Salmon

**8.3. US Coast Guard Permit Navigation Survey and Project Initiation Request (Task Completed 5/31/2020)**

**8.3.1. Navigation Survey (Task Completed 5/31/2020)**

The scope, assumptions and deliverables for this task is included in Attachment A.

**8.3.2. Bridge Permit Pre-Application Coordination (Task Completed 5/31/2020)**

Consultant will follow the requirements of Office of Bridge Programs, U.S. Coast Guard (USCG), Bridge Permit Application Guide (COMDTPUB P16591.3D, July 2016) to prepare the Bridge Permit Initiation Request, including:

- Description of the project
- Project purpose and need
- List of potentially affected Federal and non-Federal entities
- Proposed schedule for filing Federal and State permit applications

- Description of the known existing project site conditions, potential changes to the waterway, and any other areas of concern.

Consultant will file a Bridge Project Initiation Request with the Coast Guard to initiate engagement with the 13th Coast Guard District in Seattle.

Up to three (3) meetings with the USCG are anticipated during the NEPA process to obtain concurrence with the proposed navigational opening.

**Assumptions:**

- Meetings with the USCG will occur in Seattle and have a duration of two (2) hours; up to three (3) Consultant staff (PM, Engineering Lead, and USCG Permit Lead) will attend

**Deliverables:**

- Bridge Project Initiation Request

**8.4. Columbia River Gorge National Scenic Area (NSA) Permit (Task Completed 5/31/2020)**

The project is located within the National Scenic Area (NSA) in Hood River and Klickitat counties where the new bridge will cross the Columbia River. The abutments of the proposed bridge are exempt from NSA regulations because they will be located within the Urban Areas of White Salmon and Hood River. The NSA designation on the river for both counties is “water” which is considered an Open Space designation. The jurisdiction, compliance standards, and process for the NSA permit(s) will be discussed with multiple agencies (cities, counties, Gorge Commission) through meetings with the Gorge Commission staff and Hood River County staff. Consultant will focus discussions on clarifying compliance standards that include visual resources, biological resources, recreational facilities, bridge design, and conceptual architectural treatments for the replacement bridge.

The Consultant will prepare a NSA compliance table outlining the NSA standards and the design and mitigation measures associated with the Preliminary Preferred Alternative to address those standards. This table will be included in the meeting notes.

**Assumptions**

- The project will require compliance with the Columbia River Gorge Management Plan and Article 75 of the Hood River County code.
- The pre-application memorandum will provide broad findings and pose questions to help inform compliance with the CRGC Management Plan and Article 75 of the Hood River County code.
- Up to three (3) meetings with the Gorge Commission staff and Hood River County staff will be held; meetings will be up to two (2) hours in duration and held in White Salmon. Up to five (5) Consultant staff will attend each meeting, including PM, bridge lead, visual lead, biology lead, and NSA permit lead.

**Deliverables**

- Meeting notes
- NSA compliance table

**8.5. U.S. Army Corp of Engineers Permits (Task Completed 12/31/2020)**

**8.5.1. Section 10/404 (Task Completed 5/31/2020)**

Project activities will be located in the Columbia River, a water of the United States, and wetlands may be present within the project limits. The project will require an Individual Permit from USACE in accordance with Section 10 of the Rivers and Harbors Act (Section 10) as the Columbia is a navigable waterway and Section 404 of the Clean Water Act (Section 404) because the Columbia River is a water of the U.S. and fill is anticipated. The proposed bridge crosses the Columbia River and is located in Oregon and Washington in two US Army Corps of Engineers (USACE) districts with jurisdictions: the Portland District is responsible for the Oregon side of the Columbia River and the Seattle District is responsible for the Washington side. Because the larger portion of the project area is

located in Oregon and the Portland District is responsible for navigation projects in the river, the USACE is likely to determine that the Portland District will be responsible for all USACE permitting. Because a permit decision by the USACE cannot be completed under after completion of the FEIS and the ROD (Task 5.13) and completion of more detailed design than currently covered by this scope, efforts under this task will not result in submittal of formal applications. However, because the USACE permit is critical to the design of the bridge for this effort the Consultant will develop a permitting strategy.

A 2-hour meeting attended by up to three (3) Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review. The meeting will be combined with the meeting to discuss Section 408 review (Task 8.5.2)

**Assumptions:**

- The Consultant will use the USACE-approved OHWM elevation (elevation to be determined through published literature/coordination with USACE) and the biological OHWM previously located by the Consultant in the permit documents (Task 5.4.2).
- A 2-hour meeting attended by up to three (3) Consultant team members will be conducted with the USACE in Portland to discuss the project and Section 10/404 permit review.

**Deliverables:**

- Meeting agendas and summary notes

**8.5.2. Section 408 (Task Completed 12/31/2020)**

The Columbia River includes a federally authorized navigation channel that will be crossed by the proposed bridge. The authorized channel is 27 feet deep and through the project area is generally 300 feet wide. Section 14 of the Rivers and Harbors Appropriation Act of 1899, as amended, and codified in 33 USC 408 (Section 408) provides that the Secretary of the Army may grant permission to other entities for the permanent or temporary alteration or use of any USACE Civil Works project, including navigation projects. This requires a determination that the requested alteration is “not injurious to the public interest” and will not “affect the USACE project’s ability to meet its authorized purpose.” This means that USACE has the authority to review, evaluate, and approve all alterations, including crossings, that could impact the channel to make sure the alterations are not harmful to the public and that the civil works projects will still meet their intended purposes. Because a decision by the USACE cannot be finalized until after completion of the FEIS and the ROD (Task 5.13) and completion of more detailed design than currently covered by this scope, efforts under this task will not result in submittal of formal applications. However, because the Section 408 review and authorization is critical to the design of the bridge this effort will develop an initial written request for a Section 408 initiation pursuant to USACE Engineering Circular 1165-2-216.

Under the Section 408 process, the USACE will determine the technical data and analysis required for review based on the specific potential of the project itself to impair the USACE-managed resources. The Consultant will meet with staff of the USACE Portland District, including Section 408 coordination staff, for early consultation to identify potential issues and focus efforts. The 2-hour meeting at the Portland District offices will be used to confirm the USACE-managed resources that could be impacted by the project and the non-federal sponsors involved. Following the early consultation meeting, the Consultant will prepare a written request to initiate Section 408 that will include:

- Project description.
- A statement regarding the need for permitting under Sections 10 and 404.
- A statement regarding the use of federally owned real property or property owned by a non-federal sponsor.
- A written statement from the non-federal sponsor(s) (if applicable) indicating the sponsor is not opposed to the project’s alteration of the Section 408 resource(s).
- Drawings, sketches, maps, and plans necessary to convey information about the project’s relationship to Section 408 resources.

The USACE will review the request and coordinate with the Consultant on the documentation required to initiate the Section 408 review.

Following the submittal of the written request, the Consultant will monitor the review process, coordinate with the USACE, and address questions that are raised by the agency. The Consultant will review and summarize the documents and data required for the review and/or other information developed by the USACE, note any implications for the project or its delivery, and provide the summary to the Port.

USACE guidance indicates that the Regulatory and Navigation offices will coordinate throughout the review of the project. Therefore, the coordination with the USACE under Task 8.5.1 will include coordination in regard to Section 408 matters. This task includes a, 2-hour meetings attended by up to three (3) Consultant team members conducted with the USACE at the Portland District offices to discuss the project and Section 408 permit review.

**Assumptions:**

- This task will complete the initial request and will identify what will be necessary for further Section 408 review but will not complete the formal process nor result in a determination from the USACE on compliance with Section 408.
- Drawings, sketches, maps, and plans necessary for the initial request will be completed under other tasks and are adequate for submittal to the USACE.
- Technical data and studies that may be required by the USACE are not included in this scope and additional needs will be determined after submittal and review of the initial written request.
- The Port is assumed not to be a non-federal sponsor of the USACE-managed resources (i.e., the Columbia River navigation channel).
- The USACE will accept the NEPA documentation completed for the project with FHWA (or others) as lead agency. A decision regarding Section 408 will not be completed until the issuance of the Record of Decision.
- Funding for USACE review of the Section 408 review is not included.
- The USACE will not require a Type II independent external panel review process and a review plan is not included.
- Comments and questions from the USACE can be answered by available information or materials developed with the scope of work and additional technical data or analysis will not be needed and is not included.
- One, 2-hour meetings attended by up to three (3) Consultant team members will be conducted with the USACE at the Portland District offices to discuss the project and Section 408 permit review.
- Completion of the Section 408 review process and construction period services that may be required as part of the Section 408 review are not included.

**Deliverables**

- Meeting agendas and summary notes (2)

8.5.3. Section 404(b)(a) Alternatives Analysis - Reserved

#### 8.6. Washington State Permits – Reserved

8.6.1. Washington State Department of Ecology – Section 401 Water Quality Certification – Reserved

8.6.2. Washington State Department of Fish and Wildlife Hydraulic Project Approval – Reserved

8.6.3. Department of Natural Resources – Aquatic Land Use Authorization/Easement – Reserved

8.6.4. Washington State Environmental Policy Act – Reserved

#### 8.7. Oregon State Permits – Reserved

8.7.1. Department of State Lands – Removal/Fill Permit – Reserved

8.7.2. DSL Waterway Authorization – Reserved

8.7.3. DEQ Water Quality Certification – Reserved

8.7.4. NPDES Permit (Not included as Contractor will be responsible applicant) – Reserved

#### 8.8. Washington Local Agency Permits (City of White Salmon) – Reserved

#### 8.9. Oregon Local Agency Permits – Reserved

### 9. CONTRACT CONTINGENCY

#### 9.1. 2019 Contingency

All work under Task 6.3 (labor and direct expenses), except budget spent through September 30, 2019 is transferred to a contingency task; associated budget is similarly transferred to Task 9.1. This contingency sets aside budget that can be reallocated to subsequent geotechnical work conducted in 2020-21 or other project tasks as directed by the Port. Use of this contingency task requires subsequent written or email authorization by the Port before such work commences.

This contingency task has a budget of \$387,989 (original budget \$393,988 minus spent budget of \$5,999).

#### 9.2. Reallocation – March 11, 2020

The Port authorized a contingency release to fund additional work in Tasks 5.5 and 5.6.

#### 9.3. Reallocation – June 9, 2020

The Port authorized a contingency release to fund additional work in Task 5.6.

#### 9.4. 2020 Contingency Release

Additional work in Tasks 1.1, 5.6, 5.9, 5.11, and 6.3 are funded through contingency releases. Task budget reductions in Tasks 2.9 and 6.8 are added to the contingency balance.

#### 9.5. Reallocation – November 13, 2020

The Port authorized a contingency release to fund additional work in Task 5.6.

#### 9.6. 2021 Contingency Release

Additional work in Task 5.6 is partially funded through contingency release. All contingency budget is allocated; balance is \$0.

#### 9.7. 2022 Contingency

The Port intends to apply for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant from the U.S. Department of Transportation. The Consultant will assist the Port in completing the grant application by completion of the grant application narrative and preparing a planning level, qualitative benefit cost analysis (BCA) of the project. However, the Port will be a critical partner to ensure the application appropriately reflects

project conditions and will work with the Consultant to prepare the application and “make the case” for the project.

The following provides details on the topics that are likely to be addressed within the grant application:

**Project Description:** Information on the expected users of the project, a description of the challenges that the project aims to address, and how the project will address these challenges.

**Project Parties:** Information about the grant applicant and other relevant project parties.

**Grant Funds and Sources / Uses of Project Funds:** Information about the amount of grant funding requested, the availability and commitment of funds sources, total project costs, and other relevant funding information.

**State of Good Repair:** An assessment of how the project will improve the condition of existing transportation facilities and systems, with a particular emphasis on minimizing lifecycle costs and improving resiliency.

**Economic Competitiveness:** An assessment of how the project will contribute to regional economic competitiveness over the medium- to long-term by improving the transportation system while creating and preserving jobs.

**Livability:** An assessment of how the project will increase transportation choices and access to transportation services for local residents.

**Environmental Sustainability:** An assessment of how the project will improve energy efficiency, reduce dependence on oil, reduce greenhouse gas emissions and benefit the environment.

**Safety:** An assessment of how the project will improve the safety of U.S. transportation facilities and systems.

**Innovation:** An assessment of how the project uses innovative strategies, such as innovative technology, innovative funding and financing mechanisms, or innovative project delivery and management techniques.

**Partnership:** An assessment of whether the project includes collaboration across a broad range of participants or an integration of other public service efforts or processes.

**Revenues:** An assessment of the proposed non-federal match’s compliance with the FY 2019 BUILD NOFO (as an example).

The Consultant will prepare draft response for review and input by the Port for one round of review.

The Consultant will also complete calculations, estimates and narrative necessary to prepare the BCA section of a Federal grant application. Consultant will quantify the following anticipated benefits (as applicable) associated to:

- Travel time savings
- Vehicle operating cost savings
- Valuation of safety benefits
- Valuation of any emissions reduction benefits
- Reduced bridge maintenance and operation costs
- Economic development benefits
- ITS and signals related benefits
- Seismic benefits
- Drainage and utility related benefits
- Nonmotorized travel benefits
- Public health benefits
- Other benefits as discussed with the client



Using information prepared for the EIS, the CONSULTANT will perform detailed quantitative benefit-cost analysis for the project. The CONSULTANT will use its proprietary Excel tool – PRISM™, which uses “dollar equivalents” to analyze impacts and benefits in a customized manner across the Triple Bottom Line (i.e., environment, economy, and society). PRISM™ is an analysis tool that allows decision makers and stakeholders to conduct cost-benefit, regional economic impact, and sustainability analyses of infrastructure and development projects, and has been used on a myriad of projects across the United States.

PRISM™ calculates user and non-user benefits and life cycle cost savings of infrastructure projects or programs, and compares this to their capital, operating and maintenance costs. A full range of social, economic and environmental factors are also included using a common metric of dollar equivalents to assess the relative magnitude and distribution of the benefits and impacts of a project or program. Using these metrics to quantify factors such as mobility, accessibility, livability, safety, and environmental effects in dollar equivalents, PRISM™ can provide a basis for comparing all these factors within a common set of units.

PRISM’s benefit-cost methodology is consistent with the most recent guidelines developed by USDOT, currently as described in the agency’s BUILD guidelines. Accordingly, the methodology will determine benefits according to the following five categories: State of Good Repair; Economic Competitiveness; Livability; Sustainability; and Safety. WSP’s methodology, particularly in the valuation of benefits, will be adapted to inputs specific to the project.

Based on data availability, and project applicability, the benefit categories that could be quantified include (but not limited to):

Economic: Travel time, reliability and cost savings; avoidance of additional road capacity and parking costs; vehicle operating cost savings; pavement maintenance cost savings; changes in agricultural land productivity; changes in traveler productivity; employment effects; changes in property values;

Social: Safety (accident reduction savings); health effects; noise effects; access effects (e.g., accessibility improvements to emergency services); social safety net effects (i.e., reduction in the public service costs associated with unemployment);

Environmental: Reductions in greenhouse gas and air pollutant emissions; effects on wetland ecosystem services; run off effects, etc.

The resulting analysis will provide the project’s Benefit Cost Ratio (BCR) - the present value of incremental benefits divided by the present value of incremental costs.

#### **Assumptions:**

- A Notice of Funding Opportunity has been issued for the RAISE program but details on the grant eligibility and applications have not been issued. This task is based on past requirements for similar grants and the scope of work and level of effort may change once additional information is released on the grant program.
- The primary source of information needed for this task will be materials prepared for and in support of other tasks within this Statement of Work and other material prepared by or for the Port related to the existing and proposed replacement bridge. No additional traffic modeling is necessary.
- The Port will make available any project and City/region/State specific information necessary for the Consultant to “make the case” for the project.
- Graphics needed for the application will rely on those materials create for other tasks under this Statement of Work and this task assumes only minor updates and modifications are required.
- In order to conduct the benefit-cost analysis the Consultant will require a number of data inputs, which will need to be provided by or obtained by the client or have been previously developed by the Consultant. The following is a list of common data points based on anticipated benefits of project implementation and is not considered a comprehensive list. Data needs will vary based on the nature of the project and its impacts. This task assumes this information is already available.
  - Capital cost data for the project (total, and as expended by quarter) in current dollars
  - Project O&M and any major rehabilitation costs by year through project life

- No Build O&M and any major rehabilitation costs by year through project life
- Current and modeled future vehicular traffic by vehicle type (ADT)
- Vehicular travel time savings by vehicle type (current and for future years)
- Vehicular emissions reductions by vehicle type
- Quantified safety benefits (number of accidents avoided per year by type)
- Ability to accommodate pedestrian and bicycling usage
- Traffic miles reduced
- ITS and Signal related improvements to reliability factors
- Seismic and resiliency related benefits as a result of proposed corridor improvements (number of roadway closures potentially mitigated)
- Drainage and utility improvement related benefits including fiber networks and lighting
- The Port will be responsible for stakeholder outreach including obtaining letters of support, input on the application and other efforts to gain support for the project and grant request.
- The Port will responsible for establishing the necessary communications with the agency issuing the grant and uploading the completed application materials.
- Materials will be provided for one round of reviews.

**Deliverable(s):**

- Draft and Final application narrative generally limited to 30 pages in a PDF format.
- Draft and Final BCA appendix in support of a federal grant application narrative that includes a separate sub-appendix for job creation from capital expenditures

## 10. GEOTECHNICAL INVESTIGATIONS – OPTIONAL

### 10.1. Geotechnical Exploration – Optional

Geotechnical exploration and testing activities under this subtask consist of the following: drilling borings using a truck mounted rig secured on a barge that is mobilized to the drill site for over-water explorations; drilling borings from a truck mounted rig, or similar, for on-land explorations; and performance of in-situ soil and rock testing.

Prepare a Geotechnical Exploration Work Plan (Work Plan) that describes the anticipated field activities, including drilling and sampling procedures, planned performance schedule, anticipated equipment, and best management practices (BMPs). Submit a draft Work Plan for review and prepare a final Work Plan that addresses all review comments.

Execute the geotechnical exploration in accordance with the approved Work Plan.

Assume responsibility for collecting, securing and disposing of drilling-derived waste (i.e. soil cuttings, rock cuttings, drilling fluid, ground water) in accordance with applicable standards and BMPs outlined in the approved Work Plan.

At the project site, the regulated in-water work window (IWWW) for the Columbia River is November 15 to March 15.

**Assumptions:**

- Notice to Proceed. If a permit allowing the extension of the IWWW is not granted, the project schedule dictates that the design will proceed without additional, site-specific geotechnical exploration and testing data.
- There are no restrictions on allowable work hours.

- In-water work permits will be secured by the project team.
- Soil can be drilled with mud-rotary drilling equipment.
- Rock can be cored with wireline coring equipment.
- Nine (9) holes will be drilled within the Ordinary Highway Water zone.
- Two (2) holes will be drilled on land (one in Oregon and one in Washington)<sup>1</sup>.
- Explorations may encounter up to 100 feet of soil (alluvium or fill) and will be advanced approximately 30 feet into the underlying bedrock.
- In-situ testing of the soil will consist primarily of Standard Penetration Testing (SPT) conducted at 5- to 10-foot intervals; however, in some locations Shelby tube samples will be obtained in lieu of SPTs in order to obtain relatively undisturbed samples for laboratory testing.
- Rock core will be extracted using Size HQ core barrel.
- Survey coordinates of drill sites will be based on hand-held GPS coordinates.
- Drilling-derived waste (soil cuttings, rock cuttings, drilling fluid, groundwater) is clean and will be disposed of as clean material.
- Base mapping and topographic/bathymetric data will be provided for incorporation in the geotechnical data report.

**Deliverables:**

- Draft Geotechnical Exploration Work Plan
- Final Geotechnical Exploration Work Plan

#### 10.1.1. Environmental Sampling

Coordinate and oversee the geotechnical drilling support environmental sample collection. The activities will include collecting soil samples from two geotechnical borings (one in-water, and one upland) to determine whether or not contaminants-of-concern are present. Collect one sample from each boring recommended for monitoring. Soil samples will be field screened for volatile organic compounds (VOCs) using a photoionization detector (PID).

**Assumptions:**

- Boring locations may move slightly during field work due to existing utilities or other obstructions.
- Two (2) geotechnical borings will be sampled from, including one (1) in-water and one (1) upland.
- All sampling will be coordinated with the Task **Error! Reference source not found.** effort, and no additional costs will be associated with said effort or with the provision of access for environmental sampling.

**Deliverables:**

- Draft Environmental Sampling Plan

#### 10.2. Laboratory Testing – Optional

Conduct laboratory testing on selected samples obtained from the geotechnical exploration to calibrate and/or modify field classifications and summarize tested engineering properties.

**Assumptions:**

- Up to 55 moisture content tests will be conducted

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<sup>1</sup> Consultant assumes that access is not permitted for the proposed Bent 14 exploration (B-7). This results in a total of eleven (11) explorations, not twelve (12).

- Up to 25 moisture-density tests will be conducted
- Up to 25 sieve analysis tests will be conducted
- Up to 45 Atterberg Limits tests will be conducted
- Up to 45 fines content tests will be conducted
- Up to 2 consolidated undrained (CU) triaxial shear tests will be conducted
- Up to 15 unconfined compression tests on rock core will be conducted
- Up to 10 cerchar abrasivity tests on rock core will be conducted
- Up to 10 Brazilian tensile tests on rock core will be conducted.

**Deliverables:**

- Laboratory testing results

### 10.2.1. Environmental Testing and Reporting

Conduct laboratory testing on selected samples obtained from the environmental sampling. Samples will be analyzed for Northwest Total Petroleum Hydrocarbons (NWTPH)-diesel (Dx) and gasoline (Gx); polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270SIM; VOCs by Method 8260B; and, total Resource Conservation Recovery Act (RCRA) 8 metals plus total antimony, copper, and zinc by EPA Method 6020 and 7471A.

**Deliverables:**

- Draft Summary Report
- Final Summary Report

### 10.3. Geotechnical Data Report – Optional

Prepare a Geotechnical Data Report (GDR) that contains the findings of the geotechnical exploration and testing program, including, at a minimum, a summary of the geotechnical exploration activities, descriptions of the soil and rock materials encountered, boring logs, and laboratory test results.

Submit a draft GDR for review and prepare a final GDR that addresses all review comments. The final GDR shall be sealed by a licensed geotechnical engineer registered in both Washington and Oregon.

**Assumptions:**

- Base mapping and topographic/bathymetric data will be provided for incorporation in the GDR.

**Deliverables:**

- Draft Geotechnical Data Report
- Final Geotechnical Data Report

### 10.4. Foundation Recommendations – Optional

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.

Colesce the existing information with the data collected from Task 10.3.

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

- Geotechnical aspects of the seismic design criteria for the Hood River Bridge main span and approach spans, including site class identification and development of response spectra in accordance with ODOT and WSDOT Life-Safety and Operational design requirements.

- Geotechnical and seismic hazards for the project, including ground shaking, liquefaction, fault rupture, and landslides.
- Feasible foundation types for the Hood River Bridge main span and approach spans.
- Estimates of axial and lateral capacity for each foundation type.
- Estimates of ground deformation, both due to potential consolidation settlements and seismic deformations, at the abutment fills and anticipated bent locations.
- Simplified ground responses and soil structure interaction characteristics for each foundation type considered, including the development of relevant soil springs to be used in foundation analyses.
- As warranted, provide mitigation alternatives for geotechnical and seismic hazards.

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

**Deliverables:**

- Foundation Recommendations Technical Memorandum

**10.5. Task Management – Optional**

Consultant shall provide an additional six (6) months of additional project management for Task 10 that is anticipated to extend beyond the conclusion of the EIS/ROD deliverables. Task management includes preparation of monthly invoices, progress reports, updating financial systems, maintaining project files/records/emails, and management of subcontracts.

**Deliverables:**

- Monthly progress reports/invoices

Figure 1. Survey Limits for Task 6.2





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**Exhibit B: Amendment 8**

		(a)	(b)	(c)	(d)	(e)	(f)
		Budget Amendment 6	Spent thru 11/30/2021	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 8)	Reallocation
				(a-b)		(a+d)	(e-a)
<b>0</b>	<b>Direct Expenses</b>	<b>\$45,712.97</b>	<b>\$40,368.44</b>	<b>\$5,344.53</b>	<b>(\$4,623.56)</b>	<b>\$41,089.41</b>	<b>(\$4,623.56)</b>
1.DE	Direct Expenses	\$23.18	\$387.95	(\$364.77)	\$538.77	\$561.95	\$538.77
2.DE	Direct Expenses	\$10,668.64	\$8,245.24	\$2,423.40	(\$1,876.43)	\$8,792.21	(\$1,876.43)
3.DE	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.DE	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.DE	Direct Expenses	\$20,281.15	\$16,375.54	\$3,905.61	(\$3,905.61)	\$16,375.54	(\$3,905.61)
6.DE	Direct Expenses	\$14,508.00	\$13,020.75	\$1,487.25	(\$1,487.25)	\$13,020.75	(\$1,487.25)
7.DE	Direct Expenses	\$0.00	\$2,040.00	(\$2,040.00)	\$2,040.00	\$2,040.00	\$2,040.00
8.DE	Direct Expenses	\$232.00	\$298.96	(\$66.96)	\$66.96	\$298.96	\$66.96
9.DE	Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>1</b>	<b>PROJECT MANAGEMENT</b>	<b>\$493,892.87</b>	<b>\$471,193.24</b>	<b>\$22,699.63</b>	<b>\$35,351.03</b>	<b>\$529,243.90</b>	<b>\$35,351.03</b>
1.1	Project Management and Coordination	\$403,890.80	\$390,101.14	\$13,789.66	\$44,261.00	\$448,151.80	\$44,261.00
1.2	Client Progress Meetings	\$51,942.21	\$50,351.32	\$1,590.89	(\$1,590.89)	\$50,351.32	(\$1,590.89)
1.3	Consultant Team Coordination Meetings	\$23,141.05	\$17,576.80	\$5,564.25	(\$5,564.25)	\$17,576.80	(\$5,564.25)
1.4	Change Control	\$13,940.68	\$12,138.87	\$1,801.81	(\$1,801.81)	\$12,138.87	(\$1,801.81)
1.5	Risk Management	\$978.13	\$1,025.11	(\$46.98)	\$46.98	\$1,025.11	\$46.98
<b>2</b>	<b>Public involvement</b>	<b>\$233,915.87</b>	<b>\$213,385.07</b>	<b>\$20,530.80</b>	<b>(\$1,028.92)</b>	<b>\$232,886.95</b>	<b>(\$1,028.92)</b>
2.1	Public Involvement Plan and Task Coordination	\$39,798.97	\$32,563.33	\$7,235.64	\$0.00	\$39,798.97	\$0.00
2.2	Stakeholder Interviews	\$18,619.47	\$18,619.47	\$0.00	\$0.00	\$18,619.47	\$0.00
2.3	Media Releases, Fact Sheets, and eNewsletters	\$16,168.57	\$13,473.47	\$2,695.10	\$0.00	\$16,168.57	\$0.00
2.4	Social Media, Digital Ads and Videos	\$5,049.22	\$3,039.29	\$2,009.93	\$0.00	\$5,049.22	\$0.00
2.5	Project Website Support	\$14,862.88	\$11,950.42	\$2,912.46	\$0.00	\$14,862.88	\$0.00
2.6	Bridge Replacement Advisory Committee	\$37,158.02	\$35,268.01	\$1,890.01	\$0.00	\$37,158.02	\$0.00
2.7	Stakeholder Working Groups	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.8	Public Open Houses	\$49,759.44	\$47,892.25	\$1,867.19	(\$1,867.19)	\$47,892.25	(\$1,867.19)
2.9	Public Comments	\$2,840.58	\$2,461.44	\$379.14	\$0.00	\$2,840.58	\$0.00
2.10	Community Outreach Events	\$18,651.79	\$18,651.79	\$0.00	\$0.00	\$18,651.79	\$0.00
2.11	Environmental Justice	\$22,661.74	\$20,619.01	\$2,042.73	(\$2,042.73)	\$20,619.01	(\$2,042.73)
2.12	Status Reports	\$8,345.19	\$8,846.59	(\$501.40)	\$2,881.00	\$11,226.19	\$2,881.00
<b>3</b>	<b>Project Delivery Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
3.1	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Exhibit B: Amendment 8**

		(a)	(b)	(c)	(d)	(e)	(f)
		Budget Amendment 6	Spent thru 11/30/2021	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 8)	Reallocation
				(a-b)		(a+d)	(e-a)
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
4.1	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>5</b>	<b>Environmental</b>	<b>\$1,668,072.93</b>	<b>\$1,615,189.46</b>	<b>\$52,883.47</b>	<b>\$96,983.22</b>	<b>\$1,765,056.15</b>	<b>\$96,983.22</b>
5.1	Environmental Study Plan and Coordination	\$71,938.97	\$71,921.72	\$17.25	(\$17.25)	\$71,921.72	(\$17.25)
5.2	Agency Coordination	\$120,305.24	\$118,253.71	\$2,051.53	(\$2,051.53)	\$118,253.71	(\$2,051.53)
5.3	Methodology Memoranda	\$27,931.63	\$27,931.63	\$0.00	\$0.00	\$27,931.63	\$0.00
<b>5.4</b>	<b>Technical Report, Technical Memorandum, and Study Updates</b>	<b>\$389,476.14</b>	<b>\$389,476.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$389,476.14</b>	<b>\$0.00</b>
5.4.1	Air Quality	\$14,840.80	\$14,840.80	\$0.00	\$0.00	\$14,840.80	\$0.00
5.4.2	Energy and Greenhouse Gases	\$15,259.93	\$15,259.93	\$0.00	\$0.00	\$15,259.93	\$0.00
5.4.3	Fish and Wildlife Technical Report	\$22,209.47	\$22,209.47	\$0.00	\$0.00	\$22,209.47	\$0.00
5.4.4	Geology and Soils	\$10,692.14	\$10,692.14	\$0.00	\$0.00	\$10,692.14	\$0.00
5.4.5	Hazardous Materials	\$21,446.90	\$21,446.90	\$0.00	\$0.00	\$21,446.90	\$0.00
5.4.6	Land Use	\$40,983.57	\$40,983.57	\$0.00	\$0.00	\$40,983.57	\$0.00
5.4.7	Noise	\$40,590.13	\$40,590.13	\$0.00	\$0.00	\$40,590.13	\$0.00
5.4.8	Social and Economic	\$66,232.86	\$66,232.86	\$0.00	\$0.00	\$66,232.86	\$0.00
5.4.9	Traffic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.4.10	Vegetation and Wetlands	\$46,579.16	\$46,579.16	\$0.00	\$0.00	\$46,579.16	\$0.00
5.4.11	Visual	\$52,621.25	\$52,621.25	\$0.00	\$0.00	\$52,621.25	\$0.00
5.4.12	Waterways and Water Quality	\$14,913.11	\$14,913.11	\$0.00	\$0.00	\$14,913.11	\$0.00
5.4.13	Cumulative Impacts Technical Report	\$43,106.82	\$43,106.82	\$0.00	\$0.00	\$43,106.82	\$0.00
5.5	ESA Section 7 Compliance	\$114,492.05	\$112,878.52	\$1,613.53	\$0.00	\$114,492.05	\$0.00
5.6	Cultural / NHPA Section 106 Compliance	\$420,563.71	\$395,683.29	\$24,880.42	\$16,915.18	\$437,478.89	\$16,915.18
5.7	Section 4(f)/Section 6(f)	\$38,352.80	\$44,896.41	(\$6,543.61)	\$6,858.00	\$45,210.80	\$6,858.00
5.8	Draft EIS Re-Evaluation	\$38,095.30	\$38,095.30	\$0.00	\$0.00	\$38,095.30	\$0.00
5.9	Supplemental Draft EIS	\$245,484.70	\$245,484.70	(\$0.00)	\$0.00	\$245,484.70	\$0.00
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS	\$52,305.39	\$52,716.69	(\$411.30)	\$15,981.00	\$68,286.39	\$15,981.00
5.11	Mitigation Plan	\$56,314.00	\$34,814.43	\$21,499.57	\$33,958.82	\$90,272.82	\$33,958.82
5.12	Final EIS	\$86,497.00	\$78,710.51	\$7,786.49	\$25,339.00	\$111,836.00	\$25,339.00
5.13	Record of Decision, Notice of Availability, and Statute of Limitations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Exhibit B: Amendment 8**

		(a)	(b)	(c)	(d)	(e)	(f)
		Budget Amendment 6	Spent thru 11/30/2021	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 8)	Reallocation
				(a-b)		(a+d)	(e-a)
5.14	Administrative Record	\$6,316.00	\$4,326.41	\$1,989.59	\$0.00	\$6,316.00	\$0.00
<b>6</b>	<b>Engineering</b>	<b>\$509,737.31</b>	<b>\$507,627.91</b>	<b>\$2,109.40</b>	<b>\$738.85</b>	<b>\$510,476.16</b>	<b>\$738.85</b>
6.1	Engineering Coordination	\$108,923.86	\$111,419.82	(\$2,495.96)	\$2,610.00	\$111,533.86	\$2,610.00
6.2	Land Survey	\$14,012.50	\$14,012.50	\$0.00	\$0.00	\$14,012.50	\$0.00
6.3	Geotechnical	\$16,325.96	\$17,707.65	(\$1,381.69)	\$0.00	\$16,325.96	\$0.00
6.4	Hydraulics	\$25,495.26	\$25,495.26	\$0.00	\$0.00	\$25,495.26	\$0.00
<b>6.5</b>	<b>Civil</b>	<b>\$131,603.62</b>	<b>\$127,477.76</b>	<b>\$4,125.86</b>	<b>(\$3,538.37)</b>	<b>\$128,065.25</b>	<b>(\$3,538.37)</b>
6.5.1	Roadway Geometry	\$89,976.90	\$92,965.41	(\$2,988.51)	\$3,576.00	\$93,552.90	\$3,576.00
6.5.2	Traffic Control	\$6,059.88	\$6,059.88	\$0.00	\$0.00	\$6,059.88	\$0.00
6.5.3	Erosion Control	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.5.4	Storm Water	\$35,566.84	\$28,452.47	\$7,114.37	(\$7,114.37)	\$28,452.47	(\$7,114.37)
6.6	Bridge	\$73,563.33	\$73,563.33	\$0.00	\$0.00	\$73,563.33	\$0.00
6.7	Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.8	Architecture and Simulations	\$55,641.10	\$55,641.10	\$0.00	\$0.00	\$55,641.10	\$0.00
6.9	Cost Estimating	\$2,985.68	\$892.90	\$2,092.78	(\$2,092.78)	\$892.90	(\$2,092.78)
<b>6.10</b>	<b>Project Cost Estimate Revision</b>	<b>\$81,186.00</b>	<b>\$81,417.59</b>	<b>(\$231.59)</b>	<b>\$3,760.00</b>	<b>\$84,946.00</b>	<b>\$3,760.00</b>
6.10.1	PCE Scoping & Assumptions	\$24,125.00	\$81,417.59	(\$57,292.59)	\$108.00	\$24,233.00	\$108.00
6.10.2	PCE Cost Verification	\$40,380.00	\$0.00	\$40,380.00	\$0.00	\$40,380.00	\$0.00
6.10.3	PCE Update	\$16,681.00	\$0.00	\$16,681.00	\$3,652.00	\$20,333.00	\$3,652.00
<b>7</b>	<b>Transportation</b>	<b>\$129,168.35</b>	<b>\$129,168.35</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$129,168.35</b>	<b>\$0.00</b>
7.1	Methodology Memorandum	\$7,785.98	\$7,785.98	\$0.00	\$0.00	\$7,785.98	\$0.00
7.2	Data Review and Collection	\$11,308.30	\$11,308.30	\$0.00	\$0.00	\$11,308.30	\$0.00
7.3	Existing and Future No Build Conditions Update	\$42,068.26	\$42,068.26	\$0.00	\$0.00	\$42,068.26	\$0.00
7.4	Build Alternatives Analysis Update	\$27,668.08	\$27,668.08	\$0.00	\$0.00	\$27,668.08	\$0.00
7.5	Transportation Technical Report	\$39,028.48	\$39,028.48	\$0.00	\$0.00	\$39,028.48	\$0.00
7.6	Tolling/Revenue Coordination	\$1,309.25	\$1,309.25	\$0.00	\$0.00	\$1,309.25	\$0.00
<b>8</b>	<b>Permit Assistance</b>	<b>\$154,560.70</b>	<b>\$152,262.44</b>	<b>\$2,298.26</b>	<b>(\$269.27)</b>	<b>\$154,291.43</b>	<b>(\$269.27)</b>
8.1	Permit Plan and Coordination	\$29,166.70	\$28,579.71	\$586.99	\$1,442.00	\$30,608.70	\$1,442.00
8.2	In-water Permits for Geotechnical Investigations	\$22,937.38	\$22,703.34	\$234.04	(\$234.04)	\$22,703.34	(\$234.04)
8.3	US Coast Guard Permit	\$72,665.38	\$72,665.38	\$0.00	\$0.00	\$72,665.38	\$0.00

**Exhibit B: Amendment 8**

		(a)	(b)	(c)	(d)	(e)	(f)
		Budget Amendment 6	Spent thru 11/30/2021	Budget Remaining	Cost for Additional or Reduced Work*	Revised Budget (Amendment 8)	Reallocation
				(a-b)		(a+d)	(e-a)
8.4	Columbia River Gorge National Scenic Area (NSA) Permit	\$20,357.53	\$20,357.53	\$0.00	\$0.00	\$20,357.53	\$0.00
8.5	U.S. Army Corp of Engineers Permits	\$9,433.71	\$7,956.48	\$1,477.23	(\$1,477.23)	\$7,956.48	(\$1,477.23)
<b>8.6</b>	<b>Washington State Permits – Reserved</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
8.6.1	Washington State Department of Ecology – Section 401 Water Quality Certification	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.2	Washington State Department of Fish and Wildlife Hydraulic Project Approval	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.3	Department of Natural Resources – Aquatic Land Use Authorization/Easement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.6.4	Washington State Environmental Policy Act	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>8.7</b>	<b>Oregon State Permits – Reserved</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
8.7.1	Department of State Lands – Removal/Fill Permit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.2	DSL Waterway Authorization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.3	DEQ Water Quality Certification	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.7.4	NPDES Permit (Not included as Contractor will be responsible applicant)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.8	Washington Local Agency Permits (City of White Salmon)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.9	Oregon Local Agency Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>9</b>	<b>Contract Contingency</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$59,008.00</b>	<b>\$59,008.00</b>	<b>\$59,008.00</b>
9.1	2019 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.2	2020-03-11 Contingency Release (Tasks 5.5, 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.3	2020-06-09 Contingency Release (Task 5.6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>9.4</b>	<b>2020 CTC Contingency Release</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>9.5</b>	<b>2021 CTC Contingency Release</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>9.6</b>	<b>2022 Contingency</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$59,008.00</b>	<b>\$59,008.00</b>	<b>\$59,008.00</b>
9.6.0	RAISE Application	\$0.00	\$0.00	\$0.00	\$36,161.00	\$36,161.00	\$36,161.00
9.6.1	BCA for RAISE Grant	\$0.00	\$0.00	\$0.00	\$22,847.00	\$22,847.00	\$22,847.00
<b>Task Totals - 1-9</b>		<b>\$3,235,061.00</b>	<b>\$3,129,194.91</b>	<b>\$105,866.09</b>	<b>\$186,159.35</b>	<b>\$3,421,220.35</b>	<b>\$186,159.35</b>
<b>10</b>	<b>Geotechnical Borings</b>	<b>\$728,832.00</b>	<b>\$0.00</b>	<b>\$728,832.00</b>	<b>\$0.00</b>	<b>\$728,832.00</b>	<b>\$0.00</b>
<b>Task Totals - 1-10</b>		<b>\$3,963,893.00</b>	<b>\$3,129,194.91</b>	<b>\$834,698.09</b>	<b>\$186,159.35</b>	<b>\$4,150,052.35</b>	<b>\$186,159.35</b>

**Hood River Bridge Replacement Project**

		WSP USA Inc.		AECOM		KMC		Willamette Cultural Resources		All Firms	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
<b>0</b>	<b>Direct Expenses</b>	<b>0</b>	<b>\$1,403.95</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>(\$108.00)</b>	<b>0</b>	<b>(\$5,919.51)</b>	<b>0</b>	<b>(\$4,623.56)</b>
1.DE	Direct Expenses		\$538.77		\$0.00		\$0.00		\$0.00		\$538.77
2.DE	Direct Expenses		(\$1,876.43)		\$0.00		\$0.00		\$0.00		(\$1,876.43)
3.DE	Direct Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
4.DE	Direct Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
5.DE	Direct Expenses		\$2,013.90		\$0.00		\$0.00		(\$5,919.51)		(\$3,905.61)
6.DE	Direct Expenses		(\$1,379.25)		\$0.00		(\$108.00)		\$0.00		(\$1,487.25)
7.DE	Direct Expenses		\$2,040.00		\$0.00		\$0.00		\$0.00		\$2,040.00
8.DE	Direct Expenses		\$66.96		\$0.00		\$0.00		\$0.00		\$66.96
9.DE	Direct Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>1</b>	<b>PROJECT MANAGEMENT</b>	<b>184</b>	<b>\$35,351.03</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>184</b>	<b>\$35,351.03</b>
1.1	Project Management and Coordination	184	\$44,261.00	0	\$0.00	0	\$0.00	0	\$0.00	184	\$44,261.00
1.2	Client Progress Meetings	0	(\$1,590.89)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$1,590.89)
1.3	Consultant Team Coordination Meetings	0	(\$5,564.25)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$5,564.25)
1.4	Change Control	0	(\$1,801.81)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$1,801.81)
1.5	Risk Management	0	\$46.98	0	\$0.00	0	\$0.00	0	\$0.00	0	\$46.98
<b>2</b>	<b>Public involvement</b>	<b>20</b>	<b>(\$1,028.92)</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>20</b>	<b>(\$1,028.92)</b>
2.1	Public Involvement Plan and Task Coordination	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.2	Stakeholder Interviews	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.3	Media Releases, Fact Sheets, and eNewsletters	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.4	Social Media, Digital Ads and Videos	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.5	Project Website Support	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.6	Bridge Replacement Advisory Committee	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.7	Stakeholder Working Groups	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.8	Public Open Houses	0	(\$1,867.19)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$1,867.19)
2.9	Public Comments	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.10	Community Outreach Events	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
2.11	Environmental Justice	0	(\$2,042.73)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$2,042.73)
2.12	Status Reports	20	\$2,881.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$2,881.00
<b>3</b>	<b>Project Delivery Coordination</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
<b>5</b>	<b>Environmental</b>	<b>420</b>	<b>\$81,064.22</b>	<b>0</b>	<b>(\$0.00)</b>	<b>0</b>	<b>\$0.00</b>	<b>82</b>	<b>\$15,919.00</b>	<b>502</b>	<b>\$96,983.22</b>
5.1	Environmental Study Plan and Coordination	0	(\$17.25)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$17.25)
5.2	Agency Coordination	0	(\$2,051.53)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$2,051.53)
5.3	Methodology Memoranda	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>5.4</b>	<b>Technical Report, Technical Memorandum, and Study Updates</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
5.5	ESA Section 7 Compliance	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
5.6	Cultural / NHPA Section 106 Compliance	66	\$15,728.00	0	(\$14,731.82)	0	\$0.00	82	\$15,919.00	148	\$16,915.18
5.7	Section 4(f)/Section 6(f)	44	\$6,858.00	0	\$0.00	0	\$0.00	0	\$0.00	44	\$6,858.00
5.8	Draft EIS Re-Evaluation	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
5.9	Supplemental Draft EIS	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS	90	\$15,981.00	0	\$0.00	0	\$0.00	0	\$0.00	90	\$15,981.00
5.11	Mitigation Plan	80	\$19,227.00	0	\$14,731.82	0	\$0.00	0	\$0.00	80	\$33,958.82
5.12	Final EIS	140	\$25,339.00	0	\$0.00	0	\$0.00	0	\$0.00	140	\$25,339.00
5.13	Record of Decision, Notice of Availability, and Statute of Limitations	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
5.14	Administrative Record	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>6</b>	<b>Engineering</b>	<b>44</b>	<b>\$630.85</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$108.00</b>	<b>0</b>	<b>\$0.00</b>	<b>44</b>	<b>\$738.85</b>
6.1	Engineering Coordination	10	\$2,610.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$2,610.00



**Hood River Bridge Replacement Project**

		WSP USA Inc.		AECOM		KMC		Willamette Cultural Resources		All Firms	
		Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
6.2	Land Survey	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6.3	Geotechnical	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6.4	Hydraulics	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>6.5</b>	<b>Civil</b>	<b>20</b>	<b>(\$3,538.37)</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>20</b>	<b>(\$3,538.37)</b>
6.5.1	Roadway Geometry	20	\$3,576.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$3,576.00
6.5.2	Traffic Control	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6.5.3	Erosion Control	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6.5.4	Storm Water	0	(\$7,114.37)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$7,114.37)
6.6	Bridge	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6.7	Wind Analysis	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6.8	Architecture and Simulations	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6.9	Cost Estimating	0	(\$2,092.78)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$2,092.78)
<b>6.10</b>	<b>Project Cost Estimate Revision</b>	<b>14</b>	<b>\$3,652.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$108.00</b>	<b>0</b>	<b>\$0.00</b>	<b>14</b>	<b>\$3,760.00</b>
6.10.1	PCE Scoping & Assumptions	0	\$0.00	0	\$0.00	0	\$108.00	0	\$0.00	0	\$108.00
6.10.2	PCE Cost Verification	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
6.10.3	PCE Update	14	\$3,652.00	0	\$0.00	0	\$0.00	0	\$0.00	14	\$3,652.00
<b>7</b>	<b>Transportation</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
<b>8</b>	<b>Permit Assistance</b>	<b>6</b>	<b>(\$269.27)</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>6</b>	<b>(\$269.27)</b>
8.1	Permit Plan and Coordination	6	\$1,442.00	0	\$0.00	0	\$0.00	0	\$0.00	6	\$1,442.00
8.2	In-water Permits for Geotechnical Investigations	0	(\$234.04)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$234.04)
8.3	US Coast Guard Permit	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
8.4	Columbia River Gorge National Scenic Area (NSA) Permit	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
8.5	U.S. Army Corp of Engineers Permits	0	(\$1,477.23)	0	\$0.00	0	\$0.00	0	\$0.00	0	(\$1,477.23)
<b>8.6</b>	<b>Washington State Permits – Reserved</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
<b>8.7</b>	<b>Oregon State Permits – Reserved</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
8.8	Washington Local Agency Permits (City of White Salmon)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
8.9	Oregon Local Agency Permits	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>9</b>	<b>Contract Contingency</b>	<b>336</b>	<b>\$59,008.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>336</b>	<b>\$59,008.00</b>
9.1	2019 Contingency	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
9.2	2020-03-11 Contingency Release (Tasks 5.5, 5.6)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
9.3	2020-06-09 Contingency Release (Task 5.6)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>9.4</b>	<b>2020 CTC Contingency Release</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
<b>9.5</b>	<b>2021 CTC Contingency Release</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
<b>9.6</b>	<b>2022 Contingency</b>	<b>336</b>	<b>\$59,008.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>336</b>	<b>\$59,008.00</b>
9.6.0	RAISE Application	212	\$36,161.00	0	\$0.00	0	\$0.00	0	\$0.00	212	\$36,161.00
9.6.1	BCA for RAISE Grant	124	\$22,847.00	0	\$0.00	0	\$0.00	0	\$0.00	124	\$22,847.00
<b>Task Totals - 1-9</b>		<b>1010</b>	<b>\$176,159.86</b>	<b>0</b>	<b>(\$0.00)</b>	<b>0</b>	<b>\$0.00</b>	<b>82</b>	<b>\$9,999.49</b>	<b>1092</b>	<b>\$186,159.35</b>
<b>10</b>	<b>Geotechnical Borings</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
<b>Task Totals - 1-10</b>		<b>1010</b>	<b>\$176,159.86</b>	<b>0</b>	<b>(\$0.00)</b>	<b>0</b>	<b>\$0.00</b>	<b>82</b>	<b>\$9,999.49</b>	<b>1092</b>	<b>\$186,159.35</b>

**Exhibit B: Amendment 8  
Hood River Bridge Replacement Project**

		WSP USA Inc.																			
Employee Name		Angela Findley	Lesa Chesebro	Scott Polzin	Brian Carrico	Chris Wilhelm	Stuart Bennion	Natalie Owen	Auden Kaehler	Jessie Jones	Ethan Spoo	Melissa Uland	Sam Roberts								
Title		Sr Planning Manager	Supv Project Accountant	Sr Planning Manager	Sr Supv Engineer	Engineer II	Sr Supv Engineer	Sr Engineer	Sr Supv Engineer	Lead Computer Graphics Specialist	Supv Planner	Engineer II	Planner I	Hours	Esc Direct Labor	Overhead	FCC OH	Profit	Direct Expenses	Total Budget	
Direct Rate		\$91.80	\$62.54	\$84.14	\$85.34	\$49.70	\$92.61	\$63.50	\$97.70	\$61.59	\$55.34	\$51.14	\$39.66								
Escalated Direct Rate		\$95.01	\$64.73	\$87.08	\$88.33	\$51.44	\$95.85	\$65.72	\$101.12	\$63.75	\$57.28	\$52.93	\$41.05								
Task # Billing Rate		\$258.54	\$176.14	\$236.97	\$240.35	\$139.97	\$260.82	\$178.84	\$275.16	\$173.46	\$155.86	\$144.03	\$111.70			142.60%	0.40%	12.00%			
<b>0</b>	<b>Direct Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,404</b>	
1.DE	Direct Expenses																		\$ -	\$ 539	
2.DE	Direct Expenses																		\$ -	\$ (1,876)	
3.DE	Direct Expenses																		\$ -	\$ -	
4.DE	Direct Expenses																		\$ -	\$ -	
5.DE	Direct Expenses																		\$ -	\$ 2,014	
6.DE	Direct Expenses																		\$ -	\$ (1,379)	
7.DE	Direct Expenses																		\$ -	\$ 2,040	
8.DE	Direct Expenses																		\$ -	\$ 67	
9.DE	Direct Expenses																		\$ -	\$ -	
<b>1</b>	<b>PROJECT MANAGEMENT</b>	<b>36</b>	<b>16</b>	<b>0</b>	<b>112</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>184</b>	<b>\$ 16,266</b>	<b>\$ 23,195</b>	<b>\$ 65</b>	<b>\$ 4,735</b>	<b>\$ -</b>	<b>\$ 35,351</b>	
1.1	Project Management and Coordination	36	16		112		20							184	\$ 16,266	\$ 23,195	\$ 65	\$ 4,735		\$ 44,261	
1.2	Client Progress Meetings													0	\$ -	\$ -	\$ -	\$ -		\$ (1,591)	
1.3	Consultant Team Coordination Meetings													0	\$ -	\$ -	\$ -	\$ -		\$ (5,564)	
1.4	Change Control													0	\$ -	\$ -	\$ -	\$ -		\$ (1,802)	
1.5	Risk Management													0	\$ -	\$ -	\$ -	\$ -		\$ 47	
<b>2</b>	<b>Public Involvement</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>\$ 1,059</b>	<b>\$ 1,510</b>	<b>\$ 4</b>	<b>\$ 308</b>	<b>\$ -</b>	<b>\$ (1,029)</b>		
2.1	Coordination													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.2	Stakeholder Interviews													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.3	Media Releases, Fact Sheets, and eNewsletters													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.4	Videos													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.5	Project Website Support													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.6	Bridge Replacement Advisory Committee													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.7	Stakeholder Working Groups													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.8	Public Open Houses													0	\$ -	\$ -	\$ -	\$ -		\$ (1,867)	
2.9	Public Comments													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.10	Community Outreach Events													0	\$ -	\$ -	\$ -	\$ -		\$ -	
2.11	Environmental Justice													0	\$ -	\$ -	\$ -	\$ -		\$ (2,043)	
2.12	Status Reports											20		20	\$ 1,059	\$ 1,510	\$ 4	\$ 308		\$ 2,881	
<b>3</b>	<b>Project Delivery Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>5</b>	<b>Environmental</b>	<b>0</b>	<b>0</b>	<b>110</b>	<b>136</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>84</b>	<b>0</b>	<b>70</b>	<b>420</b>	<b>\$ 30,551</b>	<b>\$ 43,566</b>	<b>\$ 121</b>	<b>\$ 8,895</b>	<b>\$ -</b>	<b>\$ 81,064</b>	
5.1	Coordination													0	\$ -	\$ -	\$ -	\$ -		\$ (17)	
5.2	Agency Coordination													0	\$ -	\$ -	\$ -	\$ -		\$ (2,052)	
5.3	Methodology Memoranda													0	\$ -	\$ -	\$ -	\$ -		\$ -	
<b>5.4</b>	<b>Technical Report, Technical Memorandum, and Study Updates</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
5.5	ESA Section 7 Compliance													0	\$ -	\$ -	\$ -	\$ -		\$ -	
5.6	Compliance			40	26									66	\$ 5,780	\$ 8,242	\$ 23	\$ 1,683		\$ 15,728	
5.7	Section 4(f)/Section 6(f)										44			44	\$ 2,520	\$ 3,594	\$ 10	\$ 734		\$ 6,858	

**Exhibit B: Amendment 8  
Hood River Bridge Replacement Project**

WSP USA Inc.																				
Employee Name		Angela Findley	Lesa Chesebro	Scott Polzin	Brian Carrico	Chris Wilhelm	Stuart Bennion	Natalie Owen	Auden Kaehler	Jessie Jones	Ethan Spoo	Melissa Uland	Sam Roberts	Hours	Esc Direct Labor	Overhead	FCC OH	Profit	Direct Expenses	Total Budget
Title		Sr Planning Manager	Supv Project Accountant	Sr Planning Manager	Sr Supv Engineer	Engineer II	Sr Supv Engineer	Sr Engineer	Sr Supv Engineer	Lead Computer Graphics Specialist	Supv Planner	Engineer II	Planner I							
Direct Rate		\$91.80	\$62.54	\$84.14	\$85.34	\$49.70	\$92.61	\$63.50	\$97.70	\$61.59	\$55.34	\$51.14	\$39.66							
Escalated Direct Rate		\$95.01	\$64.73	\$87.08	\$88.33	\$51.44	\$95.85	\$65.72	\$101.12	\$63.75	\$57.28	\$52.93	\$41.05							
Task # Billing Rate		\$258.54	\$176.14	\$236.97	\$240.35	\$139.97	\$260.82	\$178.84	\$275.16	\$173.46	\$155.86	\$144.03	\$111.70			142.60%	0.40%	12.00%		
5.8	Draft EIS Re-Evaluation													0	\$ -	\$ -	\$ -	\$ -		\$ -
5.9	Supplemental Draft EIS Responses to Comments on the 2003 Draft EIS and Supplemental DEIS													0	\$ -	\$ -	\$ -	\$ -		\$ -
5.10	Mitigation Plan			30	10						20		30	90	\$ 5,873	\$ 8,375	\$ 23	\$ 1,710		\$ 15,981
5.11	Final EIS			40	20					20	20		40	140	\$ 9,312	\$ 13,279	\$ 37	\$ 2,711		\$ 25,339
5.12	Record of Decision, Notice of Availability, and Statute of Limitations													0	\$ -	\$ -	\$ -	\$ -		\$ -
5.13	Administrative Record													0	\$ -	\$ -	\$ -	\$ -		\$ -
<b>6</b>	<b>Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>\$ 3,615</b>	<b>\$ 5,156</b>	<b>\$ 14</b>	<b>\$ 1,053</b>	<b>\$ -</b>	<b>\$ 631</b>
6.1	Engineering Coordination						10							10	\$ 959	\$ 1,368	\$ 4	\$ 279		\$ 2,610
6.2	Land Survey													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.3	Geotechnical													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.4	Hydraulics													0	\$ -	\$ -	\$ -	\$ -		\$ -
<b>6.5</b>	<b>Civil</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>\$ 1,314</b>	<b>\$ 1,874</b>	<b>\$ 5</b>	<b>\$ 383</b>	<b>\$ -</b>	<b>\$ (3,538)</b>
6.5.1	Roadway Geometry							20						20	\$ 1,314	\$ 1,874	\$ 5	\$ 383		\$ 3,576
6.5.2	Traffic Control													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.5.3	Erosion Control													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.5.4	Storm Water													0	\$ -	\$ -	\$ -	\$ -		\$ (7,114)
6.6	Bridge													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.7	Wind Analysis													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.8	Architecture and Simulations													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.9	Cost Estimating													0	\$ -	\$ -	\$ -	\$ -		\$ (2,093)
<b>6.10</b>	<b>Project Cost Estimate Revision</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>\$ 1,342</b>	<b>\$ 1,914</b>	<b>\$ 5</b>	<b>\$ 391</b>	<b>\$ -</b>	<b>\$ 3,652</b>
6.10.1	PCE Scoping & Assumptions													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.10.2	PCE Cost Verification													0	\$ -	\$ -	\$ -	\$ -		\$ -
6.10.3	PCE Update						14							14	\$ 1,342	\$ 1,914	\$ 5	\$ 391		\$ 3,652
<b>7</b>	<b>Transportation</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>8</b>	<b>Permit Assistance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>\$ 530</b>	<b>\$ 756</b>	<b>\$ 2</b>	<b>\$ 154</b>	<b>\$ -</b>	<b>\$ (269)</b>
8.1	Permit Plan and Coordination				6									6	\$ 530	\$ 756	\$ 2	\$ 154		\$ 1,442
8.2	Investigations													0	\$ -	\$ -	\$ -	\$ -		\$ (234)
8.3	US Coast Guard Permit													0	\$ -	\$ -	\$ -	\$ -		\$ -
8.4	Columbia River Gorge National Scenic Area (NSA) Permit													0	\$ -	\$ -	\$ -	\$ -		\$ -
8.5	Permits													0	\$ -	\$ -	\$ -	\$ -		\$ (1,477)
<b>8.6</b>	<b>Reserved</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>8.7</b>	<b>Oregon State Permits – Reserved</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
8.8	Washington Local Agency Permits (City of White Salmon)													0	\$ -	\$ -	\$ -	\$ -		\$ -
8.9	Oregon Local Agency Permits													0	\$ -	\$ -	\$ -	\$ -		\$ -
<b>9</b>	<b>Contract Contingency</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>80</b>	<b>18</b>	<b>40</b>	<b>32</b>	<b>10</b>	<b>0</b>	<b>20</b>	<b>80</b>	<b>336</b>	<b>\$ 21,685</b>	<b>\$ 30,923</b>	<b>\$ 87</b>	<b>\$ 6,313</b>	<b>\$ -</b>	<b>\$ 59,008</b>
9.1	2019 Contingency													0	\$ -	\$ -	\$ -	\$ -		\$ -



**Exhibit B: Amendment 8  
Hood River Bridge Replacement Project**

WSP USA Inc.																				
Employee Name	Angela Findley	Lesa Chesebro	Scott Polzin	Brian Carrico	Chris Wilhelm	Stuart Bennion	Natalie Owen	Auden Kaehler	Jessie Jones	Ethan Spoo	Melissa Uland	Sam Roberts								
Title	Sr Planning Manager	Supv Project Accountant	Sr Planning Manager	Sr Supv Engineer	Engineer II	Sr Supv Engineer	Sr Engineer	Sr Supv Engineer	Lead Computer Graphics Specialist	Supv Planner	Engineer II	Planner I	Hours	Esc Direct Labor	Overhead	FCC OH	Profit	Direct Expenses	Total Budget	
Direct Rate	\$91.80	\$62.54	\$84.14	\$85.34	\$49.70	\$92.61	\$63.50	\$97.70	\$61.59	\$55.34	\$51.14	\$39.66								
Escalated Direct Rate	\$95.01	\$64.73	\$87.08	\$88.33	\$51.44	\$95.85	\$65.72	\$101.12	\$63.75	\$57.28	\$52.93	\$41.05								
Task #	Billing Rate	\$258.54	\$176.14	\$236.97	\$240.35	\$139.97	\$260.82	\$178.84	\$275.16	\$173.46	\$155.86	\$144.03	\$111.70			142.60%	0.40%	12.00%		
9.2	(Tasks 5.5, 5.6)												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9.3	(Task 5.6)												0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9.4	2020 CTC Contingency Release	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9.5	2021 CTC Contingency Release	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9.6	2022 Contingency	8	0	0	48	80	18	40	32	10	0	20	80	336	\$ 21,685	\$ 30,923	\$ 87	\$ 6,313	\$ -	\$ 59,008
9.6.0	RAISE Application	4			40		10	40	8	10		20	80	212	\$ 13,289	\$ 18,950	\$ 53	\$ 3,869	\$ 36,161	
9.6.1	BCA for RAISE Grant	4			8	80	8		24					124	\$ 8,396	\$ 11,973	\$ 34	\$ 2,444	\$ 22,847	
<b>Task Totals - 1-9</b>		<b>44</b>	<b>16</b>	<b>110</b>	<b>302</b>	<b>80</b>	<b>62</b>	<b>60</b>	<b>32</b>	<b>30</b>	<b>84</b>	<b>40</b>	<b>150</b>	<b>1010</b>	<b>\$ 73,706</b>	<b>\$ 105,106</b>	<b>\$ 293</b>	<b>\$ 21,458</b>	<b>\$ -</b>	<b>\$ 176,160</b>
<b>10</b>	<b>Geotechnical Borings</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task Totals - 1-10</b>		<b>44</b>	<b>16</b>	<b>110</b>	<b>302</b>	<b>80</b>	<b>62</b>	<b>60</b>	<b>32</b>	<b>30</b>	<b>84</b>	<b>40</b>	<b>150</b>	<b>1010</b>	<b>\$ 73,706</b>	<b>\$ 105,106</b>	<b>\$ 293</b>	<b>\$ 21,458</b>	<b>\$ -</b>	<b>\$ 176,160</b>

Exhibit B: Amendment 8

Hood River Bridge Replacement Project

		AECOM											
Discipline		0	0	0	0	0							
Employee Name		Sam Ehde	Shoshana Jones	Kirk Ranzetta	Patience Stuart	Timothy Wood							
Title		Project Controls	Architectural Historian2	Senior Architectural Historian1	Senior Architectural Historian1	Architectural Historian2	Hours	Esc Direct Labor	Overhead	FCC OH	Profit	Direct Expenses	Total Budget
Billing Rate		\$79.26	\$95.02	\$162.34	\$109.08	\$66.67			133.02%	0.00%	10.80%		
0	Direct Expenses	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	PROJECT MANAGEMENT	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Public involvement	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Project Delivery Coordination	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Tolling/Revenue Coordination	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Environmental	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)
5.1	Environmental Study Plan and Coordination						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.2	Agency Coordination						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.3	Methodology Memoranda						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.4	Technical Report, Technical Memorandum, and Study Updates	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.5	ESA Section 7 Compliance						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.6	Cultural / NHPA Section 106 Compliance						0	\$ -	\$ -	\$ -	\$ -		\$ (14,732)
5.7	Section 4(f)/Section 6(f)						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.8	Draft EIS Re-Evaluation						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.9	Supplemental Draft EIS						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.11	Mitigation Plan						0	\$ -	\$ -	\$ -	\$ -		\$ 14,732
5.12	Final EIS						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.13	Record of Decision, Notice of Availability, and Statute of Limitations						0	\$ -	\$ -	\$ -	\$ -		\$ -
5.14	Administrative Record						0	\$ -	\$ -	\$ -	\$ -		\$ -
6	Engineering	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Transportation	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Permit Assistance	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Contract Contingency	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task Totals - 1-9		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)
10	Geotechnical Borings	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task Totals - 1-10		0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)

**Exhibit B: Amendment 8  
Hood River Bridge Replacement Project**

		<b>KMC</b>												
Discipline		0	0	0	0	0								
Employee Name		Kelly McNutt	Ralph Salamie	Drew Clark	Robb Swenson	tbd tbd								
Title		Project Principle	Sr. Infrastructure Expert	Sr. Cost and Schedule Expert	Sr. Cost and Schedule Expert	Title	Hours	Esc Billable Labor	Overhead	FCC OH	Profit	Direct Expenses	Total Budget	
Direct Rate		\$330.00	\$300.00	\$220.00	\$300.00	\$0.00								
Escalated Direct Rate		\$330.00	\$300.00	\$220.00	\$300.00	\$0.00								
Task #	Billing Rate	\$330.00	\$300.00	\$220.00	\$300.00	\$0.00			bill rates	bill rates	bill rates			
<b>0</b>	<b>Direct Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (108)</b>	
1.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (108)	
7.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9.DE	Direct Expenses						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>1</b>	<b>PROJECT MANAGEMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>2</b>	<b>Public involvement</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>3</b>	<b>Project Delivery Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>5</b>	<b>Environmental</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>6</b>	<b>Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 108</b>	
6.1	Engineering Coordination						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.2	Land Survey						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.3	Geotechnical						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.4	Hydraulics						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>6.5</b>	<b>Civil</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
6.6	Bridge						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.7	Wind Analysis						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.8	Architecture and Simulations						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.9	Cost Estimating						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>6.10</b>	<b>Project Cost Estimate Revision</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 108</b>	
6.10.1	PCE Scoping & Assumptions						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108	
6.10.2	PCE Cost Verification						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6.10.3	PCE Update						0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>7</b>	<b>Transportation</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>8</b>	<b>Permit Assistance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>9</b>	<b>Contract Contingency</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Task Totals - 1-9</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>10</b>	<b>Geotechnical Borings</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**Exhibit B: Amendment 8  
Hood River Bridge Replacement Project**

		<b>KMC</b>											
Discipline		0	0	0	0	0							
Employee Name		Kelly McNutt	Ralph Salamie	Drew Clark	Robb Swenson	tbd tbd							
Title		Project Principle	Sr. Infrastructure Expert	Sr. Cost and Schedule Expert	Sr. Cost and Schedule Expert	Title	Hours	Esc Billable Labor	Overhead	FCC OH	Profit	Direct Expenses	Total Budget
Direct Rate		\$330.00	\$300.00	\$220.00	\$300.00	\$0.00							
Escalated Direct Rate		\$330.00	\$300.00	\$220.00	\$300.00	\$0.00			bill rates	bill rates	bill rates		
Task # Billing Rate		\$330.00	\$300.00	\$220.00	\$300.00	\$0.00			bill rates	bill rates	bill rates		
<b>Task Totals - 1-10</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Hood River Bridge Replacement Project

		Willamette Cultural Resources							
Employee Name		Project Manager tbd	Field Director tbd	Technical Editor tbd	GIS Specialist				
Title		Project Manager	Field Director	Technical Editor	GIS Specialist	Hours	Esc Billable Labor	Direct Expenses	Total Budget
Direct Rate		\$133.91	\$92.25	\$89.27	\$89.27				
Escalated Direct Rate		\$133.91	\$92.25	\$89.27	\$89.27				
Task # Billing Rate		\$133.91	\$92.25	\$89.27	\$89.27				
<b>0</b>	<b>Direct Expenses</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,920)</b>
1.DE	Direct Expenses					0	\$ -	\$ -	\$ -
2.DE	Direct Expenses					0	\$ -	\$ -	\$ -
3.DE	Direct Expenses					0	\$ -	\$ -	\$ -
4.DE	Direct Expenses					0	\$ -	\$ -	\$ -
5.DE	Direct Expenses					0	\$ -	\$ -	\$ (5,920)
<b>1</b>	<b>PROJECT MANAGEMENT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2</b>	<b>Public involvement</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>3</b>	<b>Project Delivery Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5</b>	<b>Environmental</b>	<b>60</b>	<b>0</b>	<b>12</b>	<b>10</b>	<b>82</b>	<b>\$ 9,999</b>	<b>\$ -</b>	<b>\$ 15,919</b>
5.1	Coordination					0	\$ -		\$ -
5.2	Agency Coordination					0	\$ -		\$ -
5.3	Methodology Memoranda					0	\$ -		\$ -
<b>5.4</b>	<b>Technical Report, Technical Memorandum, and Study Updates</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
5.5	ESA Section 7 Compliance					0	\$ -		\$ -
5.6	Cultural / NHPA Section 106 Compliance	60		12	10	82	\$ 9,999		\$ 15,919
5.7	Section 4(f)/Section 6(f)					0	\$ -		\$ -
5.8	Draft EIS Re-Evaluation					0	\$ -		\$ -
5.9	Supplemental Draft EIS					0	\$ -		\$ -
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS					0	\$ -		\$ -
5.11	Mitigation Plan					0	\$ -		\$ -
5.12	Final EIS					0	\$ -		\$ -
5.13	Record of Decision, Notice of Availability, and Statute of Limitations					0	\$ -		\$ -
5.14	Administrative Record					0	\$ -		\$ -
<b>6</b>	<b>Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>7</b>	<b>Transportation</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>8</b>	<b>Permit Assistance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>9</b>	<b>Contract Contingency</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Task Totals - 1-9</b>		<b>60</b>	<b>0</b>	<b>12</b>	<b>10</b>	<b>82</b>	<b>\$ 9,999</b>	<b>\$ -</b>	<b>\$ 9,999</b>
<b>10</b>	<b>Geotechnical Borings</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Exhibit B: Amendment 8

Hood River Bridge Replacement Project

	Willamette Cultural Resources							
Employee Name	Project Manager tbd	Field Director tbd	Technical Editor tbd	GIS Specialist				
Title	Project Manager	Field Director	Technical Editor	GIS Specialist	Hours	Esc Billable Labor	Direct Expenses	Total Budget
Direct Rate	\$133.91	\$92.25	\$89.27	\$89.27				
Escalated Direct Rate	\$133.91	\$92.25	\$89.27	\$89.27				
Task # Billing Rate	\$133.91	\$92.25	\$89.27	\$89.27				
<b>Task Totals - 1-10</b>	<b>60</b>	<b>0</b>	<b>12</b>	<b>10</b>	<b>82</b>	<b>\$ 9,999</b>	<b>\$ -</b>	<b>\$ 9,999</b>

**Exhibit B: Amendment 5**

\$0.00

\$0.00

WSP USA Inc.					
Task #	Description	Basis of Estimate	Qty	Rate	Amount
1.DE					\$0
2.DE					\$0
3.DE					\$0
4.DE					\$0
5.DE					\$0
6.DE					\$0
6	Mileage	4 Trips @ 65 miles each way		\$0.56	\$0
6	Lodging @ Hood River			\$110	\$0
6	Meals @ Hood River			\$55	\$0
6	Misc.			\$200	\$0
6				at cost	\$0
6				at cost	\$0
6				at cost	\$0
6				at cost	\$0
6				at cost	\$0
6.DE					\$0
8.DE					\$0
9.DE					\$0
10.DE					\$0
<b>TOTAL EXPENSES</b>					<b>\$0</b>

KMC					
Task #	Description	Basis of Estimate	Qty	Rate	Amount
1.DE					\$0
2.DE					\$0
3.DE					\$0
4.DE					\$0
5.DE					\$0
6.DE					\$0
6	Mileage	Travel to Meetings		\$0.56	\$0
6	Lodging @ Hood River			\$110	\$0
6	Meals @ Hood River			\$55	\$0
6				at cost	\$0
6				at cost	\$0
6				at cost	\$0
6				at cost	\$0
6				at cost	\$0
6				at cost	\$0
6.DE					\$0
8.DE					\$0
9.DE					\$0
10.DE					\$0
<b>TOTAL EXPENSES</b>					<b>\$0</b>



Hood River Bridge Replacement Project  
Billing Rate Sheet

1/1/2022

WSP USA Inc.

Employee Name	Employee Title	Max Billing Rate	Max Billing Rate	Max Billing Rate	Max Billing Rate	Max Billing Rate
Angela Findley	Sr Planning Manager	\$201.31	\$236.74	\$245.03	\$253.61	\$272.80
Scott Polzin	Sr Planning Manager	\$190.23	\$196.89	\$203.78	\$210.91	\$247.03
Stuart Bennion	Sr Supv Engineer			\$244.66	\$253.22	\$273.89
Mat Dolata	Supv Engineer	\$176.63	\$182.81	\$189.21	\$195.83	\$231.86
Anne Pressentin	Sr Planning Manager			\$228.96	\$236.97	\$255.06
Brian Carrico	Sr Supv Planner					\$261.51

Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021	Max Billing Rate 2022
Office Asst I	\$71.78	\$74.29	\$76.89	\$79.58	\$82.37
Office Asst II	\$83.21	\$86.12	\$89.13	\$92.25	\$95.48
Sr Office Asst	\$97.28	\$100.68	\$104.20	\$107.85	\$111.62
Sr Project Accountant	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Supv Project Accountant	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Asst Engineer	\$97.28	\$100.68	\$104.20	\$107.85	\$111.62
Engineer I	\$113.28	\$117.24	\$121.34	\$125.59	\$129.99
Engineer II	\$132.46	\$137.10	\$141.90	\$146.87	\$152.01
Sr Engineer	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Lead Engineer	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Supv Engineer	\$228.52	\$236.52	\$244.80	\$253.37	\$262.24
Sr Supv Engineer	\$271.11	\$280.60	\$290.42	\$300.58	\$311.10
Sr Engineering Mgr	\$353.56	\$365.93	\$378.74	\$392.00	\$405.72
Sr Supv Estimator	\$271.11	\$280.60	\$290.42	\$300.58	\$311.10
Asst Planner	\$97.28	\$100.68	\$104.20	\$107.85	\$111.62
Planner I	\$113.28	\$117.24	\$121.34	\$125.59	\$129.99
Planner II	\$132.46	\$137.10	\$141.90	\$146.87	\$152.01
Sr Planner	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Lead Planner	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Supv Planner	\$228.52	\$236.52	\$244.80	\$253.37	\$262.24
Sr Supv Planner	\$271.11	\$280.60	\$290.42	\$300.58	\$311.10
Sr Planning Manager	\$353.56	\$365.93	\$378.74	\$392.00	\$405.72
Lead Estimator	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Supv Estimator	\$228.52	\$236.52	\$244.80	\$253.37	\$262.24
Sr Supv Estimator	\$271.11	\$280.60	\$290.42	\$300.58	\$311.10
Consultant I	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Consultant II	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Consultant III	\$228.52	\$236.52	\$244.80	\$253.37	\$262.24
Principal Consultant I	\$271.11	\$280.60	\$290.42	\$300.58	\$311.10
Principal Consultant II	\$353.56	\$365.93	\$378.74	\$392.00	\$405.72
Technical Specialist III	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Sr Technical Specialist	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Prin Technical Specialist	\$228.52	\$236.52	\$244.80	\$253.37	\$262.24
Sr Prin Technical Specialist	\$271.11	\$280.60	\$290.42	\$300.58	\$311.10
CADD Operator II	\$83.21	\$86.12	\$89.13	\$92.25	\$95.48
CADD Operator III	\$97.28	\$100.68	\$104.20	\$107.85	\$111.62
Sr CADD Operator I	\$113.28	\$117.24	\$121.34	\$125.59	\$129.99
Sr CADD Operator II	\$132.46	\$137.10	\$141.90	\$146.87	\$152.01
Sr CADD Operator III	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Sr CADD Designer I	\$113.28	\$117.24	\$121.34	\$125.59	\$129.99
Sr CADD Designer II	\$132.46	\$137.10	\$141.90	\$146.87	\$152.01
Sr CADD Designer III	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Computer Graphics Specialist I	\$83.21	\$86.12	\$89.13	\$92.25	\$95.48
Computer Graphics Specialist II	\$97.28	\$100.68	\$104.20	\$107.85	\$111.62
Computer Graphics Specialist III	\$113.28	\$117.24	\$121.34	\$125.59	\$129.99
Computer Graphics Specialist IV	\$132.46	\$137.10	\$141.90	\$146.87	\$152.01
Sr Computer Graphics Specialist	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Lead Computer Graphics Specialist	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Marketing Assistant I	\$83.21	\$86.12	\$89.13	\$92.25	\$95.48
Marketing Assistant III	\$113.28	\$117.24	\$121.34	\$125.59	\$129.99
Mkt Specialist	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Mgr Business Dev Sup	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Asst Architect	\$97.28	\$100.68	\$104.20	\$107.85	\$111.62
Architect I	\$113.28	\$117.24	\$121.34	\$125.59	\$129.99
Architect II	\$132.46	\$137.10	\$141.90	\$146.87	\$152.01
Sr Architect	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Lead Architect	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30
Supv Architect	\$228.52	\$236.52	\$244.80	\$253.37	\$262.24
Sr Supv Architect	\$271.11	\$280.60	\$290.42	\$300.58	\$311.10
Sr Architectural Mgr	\$353.56	\$365.93	\$378.74	\$392.00	\$405.72
Asst Environmental Scientist	\$97.28	\$100.68	\$104.20	\$107.85	\$111.62
Environmental Scientist I	\$113.28	\$117.24	\$121.34	\$125.59	\$129.99
Environmental Scientist II	\$132.46	\$137.10	\$141.90	\$146.87	\$152.01
Sr Environmental Scientist	\$162.12	\$167.79	\$173.66	\$179.74	\$186.03
Lead Environmental Scientist	\$191.98	\$198.70	\$205.65	\$212.85	\$220.30

## Hood River Bridge Replacement Project

### Billing Rate Sheet

1/1/2022

Supv Environmental Scientist	\$228.52	\$236.52	\$244.80	\$253.37	\$262.24
Sr Supv Environmental Scientist	\$271.11	\$280.60	\$290.42	\$300.58	\$311.10
CADD Supv I	\$132.46	\$137.10	\$141.90	\$146.87	\$152.01
Intern II	\$83.21	\$86.12	\$89.13	\$92.25	\$95.48

#### AECOM Technical Services, Inc.

Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021	Max Billing Rate 2022
Senior Architectural Historian			\$156.85	\$162.34	\$168.02
Senior Architectural Historian			\$105.40	\$109.09	\$117.25
Architectural Historian			\$64.42	\$66.67	\$69.00
Architectural Historian			\$91.80	\$95.01	\$98.34
GIS			\$95.40	\$98.74	\$102.20
Technical Editor			\$106.18	\$109.90	\$113.75
Project Controls			\$76.59	\$79.27	\$82.04

#### Envirolssues, Inc.

Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021	Max Billing Rate 2022
Project Coordinator	\$81.85	\$84.71	\$87.67	\$90.74	\$93.92
Business Development Coordinator	\$81.85	\$84.71	\$87.67	\$90.74	\$93.92
Business Development Associate	\$96.46	\$99.84	\$103.33	\$106.95	\$110.69
Associate I	\$96.46	\$99.84	\$103.33	\$106.95	\$110.69
Associate II	\$122.77	\$127.07	\$131.52	\$136.12	\$140.88
Associate III	\$154.92	\$160.34	\$165.95	\$171.76	\$177.77
Graphic Designer	\$81.85	\$84.71	\$87.67	\$90.74	\$93.92
Graphic Designer I	\$96.46	\$99.84	\$103.33	\$106.95	\$110.69
Graphic Designer II	\$122.77	\$127.07	\$131.52	\$136.12	\$140.88
Graphic Designer III	\$154.92	\$160.34	\$165.95	\$171.76	\$177.77
Information Systems	\$81.85	\$84.71	\$87.67	\$90.74	\$93.92
Information Systems Associate I	\$96.46	\$99.84	\$103.33	\$106.95	\$110.69
Information Systems Associate II	\$122.77	\$127.07	\$131.52	\$136.12	\$140.88
Information Systems Associate III	\$154.92	\$160.34	\$165.95	\$171.76	\$177.77
Senior Associate	\$195.85	\$202.70	\$209.79	\$217.13	\$224.73

#### Foundation Engineering, Inc.

\*Audited OH Rate increase effective 6/1/2019

\*Audited OH Rate decrease effective 1/5/2022

Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021	Max Billing Rate 2022
Principal Engineer	\$202.70	\$222.31	\$230.09	\$238.14	\$190.41
Senior Engineer	\$167.95	\$185.36	\$191.85	\$198.56	\$163.97
Senior Geologist					\$124.29
Project Engineer	\$108.59	\$119.09	\$123.26	\$127.57	\$110.71
Project Geologist	\$103.29	\$115.85	\$119.90	\$124.10	\$105.78
Staff Engineer	\$94.66	\$103.83	\$107.46	\$111.22	\$83.54
Clerical	\$97.44	\$106.86	\$110.60	\$114.47	\$76.83

#### Kelly McNutt Consulting

Classification (Max Rate)	Max Billing Rate 2018	Max Billing Rate 2019	Max Billing Rate 2020	Max Billing Rate 2021	Max Billing Rate 2022
Project Principal				\$330.00	\$341.55
Sr Infrastructure Expert				\$300.00	\$310.50
Sr Cost and Schedule Expert				\$220.00	\$227.70
					\$0.00

## Hood River Bridge Replacement Project

Billing Rate Sheet

1/1/2022

Willamette Cultural Resources Associates, LTD.

	<b>Classification (Max Rate)</b>	<b>Max Billing Rate 2018</b>	<b>Max Billing Rate 2019</b>	<b>Max Billing Rate 2020</b>	<b>Max Billing Rate 2021</b>	<b>Max Billing Rate 2022</b>
	Project Manager			\$133.91	\$138.60	\$143.45
	Principal Investigator			\$119.03	\$123.20	\$127.51
	Field Director			\$92.25	\$95.48	\$98.82
	Anthropologist			\$98.20	\$101.64	\$105.20
	Researcher			\$86.30	\$89.32	\$92.45
	Project Assistant			\$65.47	\$67.76	\$70.13
	Field Archaeologist			\$59.52	\$61.60	\$63.76
	Crew Chief			\$74.40	\$77.00	\$79.70
	Technical Editor			\$89.27	\$92.39	\$95.62
	Lithic Analyst			\$133.91	\$138.60	\$143.45
	Historic/Faunal Analyst			\$89.27	\$92.39	\$95.62
	Laboratory Director			\$119.03	\$123.20	\$127.51
	Laboratory Archaeologist			\$80.35	\$83.16	\$86.07
	GIS Specialist			\$89.27	\$92.39	\$95.62

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# Commission Memo



Prepared by: Greg Hagbery  
Date: February 1, 2022  
Re: Airport Surveillance/Security Cameras

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Port staff, assisted by the Airport Advisory Committee (AAC), has investigated several options in the effort to capture data on airport operations at the Ken Jernstedt Airfield. All the data tracking alternatives encountered depend on Automatic Dependent Surveillance Broadcast (ADS-B) transponder data to successfully capture flight data.

An AAC recommended study was conducted using a simple game camera aimed at the runway and a free flight tracking application. Visual footage of aircraft operations was compared with the data from the ADS-B reliant flight tracking app. The results of the study indicated that 58% of the aircraft captured on camera did not have an ADS-B transponder. This signifies that ADS-B reliant flight tracking programs are ineffective at capturing most operations at Ken Jernstedt Airfield.

During a Commission meeting on October 5, 2021, Commissioner Streich proposed use of a live webcam where constituents have access to live video of airport operations online, and the Commission directed staff to explore options. Staff met with Aset Advanced Security & Electrical Technology, Inc. (“Aset”) to discuss the desired service and review options. Aset provided the attached estimate for \$12,498 to provide, install, and program two cameras and a remote server at the airport. The attached site plan depicts the proposed locations for the two cameras.

A fixed camera with 180-degree view is recommended to be installed on the roof of the FBO building. This location is advantageous due to the proximity of existing internet connectivity. This camera will provide a continuous view of the airfield and surrounding activities for public web stream viewing. A second security camera is suggested, to be installed on the southeast corner of T-Hangar block “A” facing east towards the new fueling operations and north apron. This camera will provide a 60-degree field of view that can be remotely operated to pan around the airfield and zoom in for greater detail. This security camera will not be accessible to the public.

Both cameras have infrared illumination to provide visibility at night. There are no additional costs or fees associated with hosting the data, which can be retained for up to 30 days. Port staff has indicated that hosting of a live stream to the Port’s website can be easily accomplished in-house. The FY2021-22 Port Budget appropriated \$60k for a “Flight Tracking System”.

**RECOMMENDATION:** Approve Contract with Aset Advanced Security & Electrical Technology Inc., for security camera system at the Ken Jernstedt Airfield, not to exceed \$12,498.

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# WORK ESTIMATE

PO BOX 2269  
 THE DALLES OR 97058  
 Phone: (541) 298-2738  
 Fax: (541) 298-2740

DATE: 1/13/2022  
 ESTIMATE #: 1

OR CCB # 175595 WA # ASETAAS938QT

SHIP TO	BILL TO
ATTN: Greg Hagbery <b>Port of Hood River</b>  Phone: 541-386-5116 Email: ghagbery@portofhoodriver.com	ATTN:  Phone: Email:

**PROJECT DESCRIPTION: Provide and install video surveillance system for Hood River Airport. Web streaming to be done through Wave server with assistance of website administrator at an hourly basis. Owner to provide internet service for web streaming function.**

ID	DESCRIPTION	QTY	PRICE	TOTAL
	Samsung Wave NVR with 4tb storage	1	\$ 1,624.00	\$ 1,624.00
	5 port gigabit PoE switches	2	\$ 118.00	\$ 236.00
	Wall mount equipment enclosures	2	\$ 263.00	\$ 526.00
	Radio bridge kit	1	\$ 532.00	\$ 532.00
	3" steel cameral mast system	2	\$ 488.00	\$ 976.00
	Camera cabling system	1	\$ 362.00	\$ 362.00
	Transient surge protection	2	\$ 118.00	\$ 236.00
	Samsung 15mp panoramic dome	1	\$ 1,763.00	\$ 1,763.00
	Samsung 4k PTZ dome	1	\$ 3,203.00	\$ 3,203.00
	Camera pole mount adapter	2	\$ 52.00	\$ 104.00
	Camera conduit base adapter	2	\$ 43.00	\$ 86.00
	Camera wall mount	2	\$ 48.00	\$ 96.00
	Camera cap adapter	2	\$ 32.00	\$ 64.00
				\$ -
				\$ -
				\$ -
	Installation labor	25	\$ 105.00	\$ 2,625.00

**SUBTOTAL** \$ 12,433.00

**THANK YOU FOR YOUR BUSINESS!**

**TAX RATE** \$ -

Signature / Stamp:

**SALES TAX** \$ -

Place:

**SHIPPING AND HANDLING** \$ 65.00

**TOTAL** \$ 12,498.00

Above information is not an invoice and only an estimate of services described above. By signing you are authorizing the work as described. Payment terms: 50% Required at signing, remainder due upon completion or monthly progressive billing schedule. Quote is good for 30 days from date of issue.

1/13/2022



- ❖ Warranty: All items will bear a minimum of a 1 year warranty. Additional manufacturer warranties apply. Extended warranties can be purchased/negotiated additionally.
- ❖ Insurance: if additional insured endorsement/waiver of subrogation is required, an additional \$300.00 fee will be imposed to cover excess insurance cost. Form cg2010 with the 11/85 edition date is not available.
- ❖ Special fees & services: Any unordinary municipality permits, bonding, taxes, sales taxes and or fees are not included and will be billed separately.
- ❖ Exclusions: Excludes engineer stamp. Private locates by others. Abatement/testing of/for hazardous materials. High voltage power source. Patching and painting by others. Fire watch by others.
- ❖ Clarifications/exclusions: Electronic O&M's will be submitted upon project completion if requested. System includes design, submittals and records. Warranty hours are Monday-Friday, 8am-5pm, excluding holidays.

=====

**ACCEPTANCE OF PROPOSAL**

Payment will be made within 30 days from invoice upon progress billing. The balance of the contract is payable on day of installation. 50% deposit required upon acceptance.

ASET, Advanced Security & Electrical Technology Inc. warranties defects in labor and materials supplied by ASET, Advanced Security & Electrical Technology Inc. for 1 (one) year from date of installation. Additional manufacturer warranties apply.

ASET, Advanced Security & Electrical Technology Inc. includes a maximum of 1 hours of customer education/training in its' bid amount. If additional time is requested by customer, it will be billed at \$105.00 per hour.

ATTORNEY FEES. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

TIME OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The described specifications and conditions of this Proposal are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

\_\_\_\_\_  
Signature of A.S.E.T. Representative Date

\_\_\_\_\_  
Signature of Customer / Company Representative Date

Upon acceptance, please return a signed copy of this Proposal to ASET, Advanced Security & Electrical Technology Inc. along with your deposit. **Price subject to revision if Proposal accepted subsequent to 30 days and/or project started subsequent to 90 days from date of acceptance**





Google Earth



ADVANCED SECURITY &  
ELECTRICAL TECHNOLOGY, INC.  
PO BOX 2269  
THE DALLES OR 97058  
888.299.2738 - 541.298.2738  
OR CCB 175595  
WA ASETAAS9310Q  
WWW.ASETINC.COM

DRAWN BY: Dan Wollam  
CREATED: 1/26/2022

REV 1/26/2022

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CUSTOMER/OWNER

HOOD RIVER AIRPORT

PROJECT TYPE

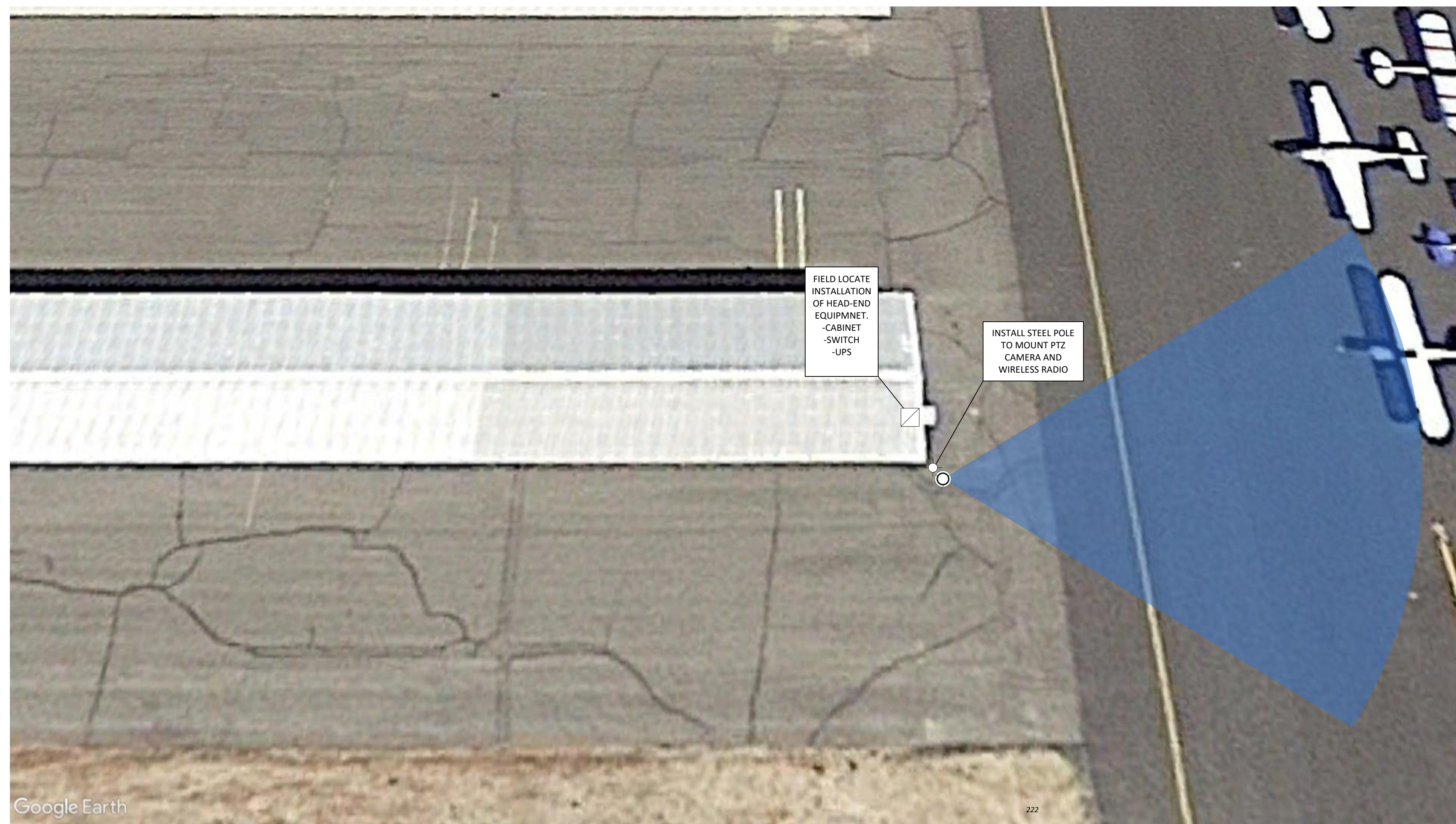
-VIDEO SURVEILLANCE

SHEET NUMBER

Page-1

SHEET 1 OF 2





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CUSTOMER/OWNER

HOOD RIVER AIRPORT

PROJECT TYPE

-VIDEO SURVEILLANCE

SHEET NUMBER

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SHEET 2 OF 2



# PNM-9031RV

15MP H.265 Panoramic Camera



FC | UL LISTED | CE | ENEC

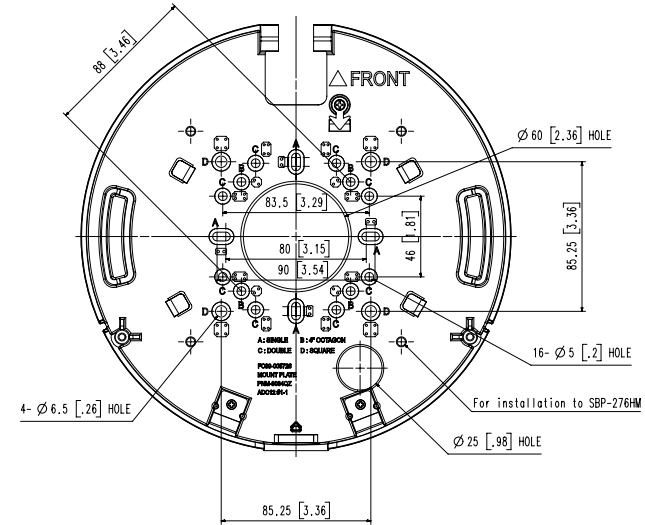
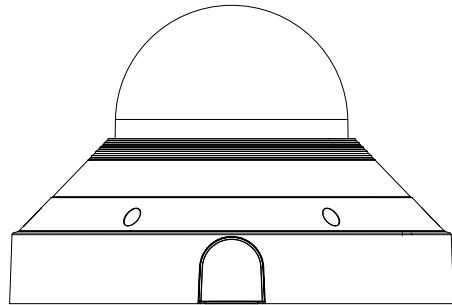
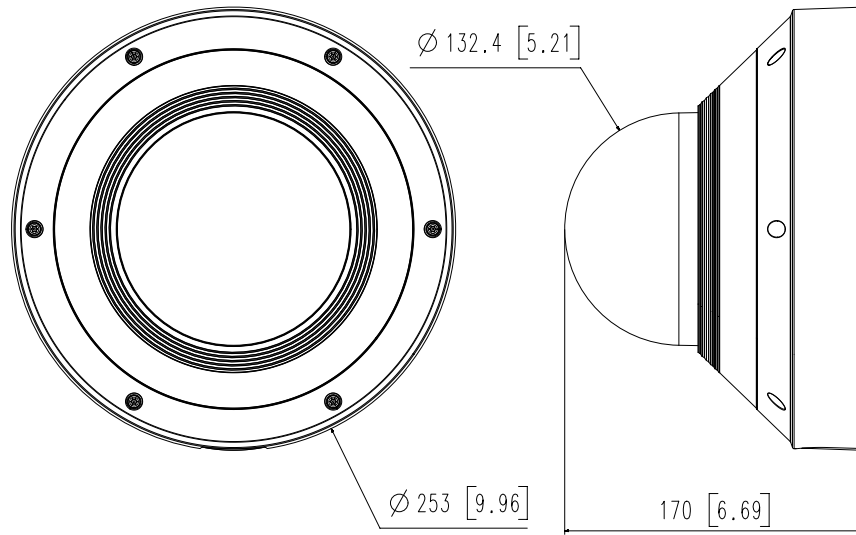
## Key Features

- 15MP 192° panoramic stitching image
- Panoramic channel
- IR viewable length Maximum 20m (65.6ft), WiseIR
- H.265 / H.264 : Max. 20fps
- MJPEG : Max. 15fps
- H.265, H.264, MJPEG codec, WiseStreamII supported
- Motion, Defocus detection, Virtual line, Enter / Exit
- (Dis)Appear, Audio detection, Motion detection, Handover, Heatmap
- microSD/SDHC/SDXC 2 slots, PoE+,
- IP66, IK10, NEMA4X
- TPM 2.0 (FIPS 140-2 level 2)

<b>Video</b>	
Imaging Device	1/2.8" 5MP CMOS (x4)
Resolution	6720x2240, 5952x1984, 4992x1664, 3840x1280, 3072x1024, 1920x640, 1152x384
Max. Framerate	H.265/H.264: Max. 20fps/20fps(60Hz/50Hz) MJPEG: Max. 15fps(60Hz/50Hz)
Min. Illumination	Color: 0.1Lux(F1.6, 1/30sec) BW: 0.01Lux(F1.6, 1/30sec), 0Lux(IR LED on)
Video Out	USB : Micro USB Type B, 1280x720 for installation
<b>Lens</b>	
Focal Length (Zoom Ratio)	4.3mm Fixed
Max. Aperture Ratio	F1.6
Angular Field of View	192°(H) x 65°(V)
Min. Object Distance	5m(9.84ft)
Focus Control	Fixed
<b>Pan / Tilt / Rotate</b>	
Pan / Tilt / Rotate Range	0~360 / 0~60 / -
<b>Operational</b>	
Camera Title	Displayed up to 85 characters
Day & Night	Auto(ICR)
Backlight Compensation	BLC, WDR, SDR
Wide Dynamic Range	120dB
Digital Noise Reduction	SSNR V
Motion Detection	8ea, 8point polygonal zones
Privacy Masking	6ea, rectangular zones - Color: Grey/Green/Red/Blue/Black/White
Gain Control	Low / Middle / High
White Balance	ATW / AWC / Manual / Indoor / Outdoor
Electronic Shutter Speed	Minimum / Maximum / Anti flicker (2~1/12,000sec)
Video Rotation	Flip, Mirror
Analytics	Defocus detection, Motion detection, Appear/Disappear, Enter/Exit, Tampering, Virtual line, Audio detection
Business Intelligence	Heatmap
Alarm I/O	Selectable 2 port
Alarm Triggers	Analytics, Network disconnect, Alarm input
Alarm Events	File upload via FTP and e-mail Notification via e-mail SD/SDHC/SDXC at event triggers Alarm output
Audio In	Selectable(mic in/line in) Supply voltage: 2.5VDC(4mA), Input impedance: 2K Ohm
Audio Out	Line out, Max.output level: 1Vrms

IR Viewable Length	Wise IR 20m(65.6ft), 4 independent zones with Auto/Manual level adjustment
<b>Network</b>	
Ethernet	Metal shielded RJ-45(10/100/1000BASE-T)
Video Compression	H.265/H.264: Main/High, MJPEG
Audio Compression	G.711 u-law /G.726 Selectable G.726(ADPCM) 8KHz, G.711 8KHz G.726: 16Kbps, 24Kbps, 32Kbps, 40Kbps AAC-LC: 48Kbps at 16KHz
Smart Codec	Manual(5ea area), WiseStream II
Bitrate Control	H.264/H.265: CBR or VBR MJPEG: VBR
Streaming	s7I
Protocol	IPv4, IPv6, TCP/IP, UDP/IP, RTP(UDP), RTP(TCP), RTCP, RTSP, NTP, HTTP, HTTPS, SSL/TLS, DHCP, FTP, SMTP, ICMP, IGMP, SNMPv1/v2c/v3(MIB-2), ARP, DNS, DDNS, QoS, PIM-SM, UPnP, Bonjour, LLDP, SRTP
Security	HTTPS(SSL) Login Authentication Digest Login Authentication IP Address Filtering User access log 802.1X Authentication(EAP-TLS, EAP-LEAP) Device Certificate(Hanwha Techwin Root CA) TPM 2.0 with FIPS 140-2 level2
Application Programming Interface	ONVIF Profile S/G/T SUNAPI(HTTP API)
<b>General</b>	
Webpage Language	English, Korean, Chinese, French, Italian, Spanish, German, Japanese, Russian, Portuguese, Czech, Polish, Turkish, Dutch, Hungarian, Greek
Edge Storage	Micro SD/SDHC/SDXC 2slots 512GB (256GBx2) / SD card encryption support
Memory	8GB RAM, 4GB Flash
<b>Environmental &amp; Electrical</b>	
Operating Temperature / Humidity	- Normal : -40°C~+55°(-40°F ~ +131°F) / - Intermittent : -40°C~+60°C(-40°F ~ +140°F), 8Hrs - Less than 95% RH(Non-condensing) * Startup should be above -30°C “
Storage Temperature / Humidity	-50°C~+60°C(-58°F~+140°F) / Less than 90% RH
Certification	IP66, IK10, NEMA4X
Input Voltage	PoE+ (IEEE802.3at, Class4), 12VDC
Power Consumption	PoE+: Max 23.5W, Typical 18.0W 12VDC: Max 20.5W, Typical 16.0W
<b>Mechanical</b>	
Color / Material	White / Aluminum Hard-coated dome bubble
RAL Code	RAL9003
Product Dimensions / Weight	Ø253x170mm / 2.6Kg

- The latest product information / specification can be found at [hanwha-security.com](http://hanwha-security.com)
- Design and specifications are subject to change without notice.
- Wisenet is the proprietary brand of Hanwha Techwin, formerly known as Samsung Techwin.



3		
2		
1	PNM-9031RV	21.02.10
No.	MODEL NAME	DATE
Unit:mm[inch]		SCALE:1/1
Hanwha Techwin		

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# XNP-9300RW

4K Network 30x IR PTZ with built-in wiper



## Key Features

- 4K resolution
- 5~150mm (30x) optical zoom
- Maximum IR viewable length 200m
- Day & night (ICR), extreme WDR, DIS (Built-in gyro sensor)
- Intelligent Analytics, Object auto tracking (Person/Vehicle), Target lock tracking
- H.264, H.265, MJPEG codec, WiseStreamII
- IP66, IK10, NEMA4X, NEMA TS-2 2.2.8 (Vibration) & 2.2.9 (Shock)
- PTZ PLUS Design applied (Compact, Lighter, Simple cabling)
- -20° tilt look-up capability to see above the horizon.

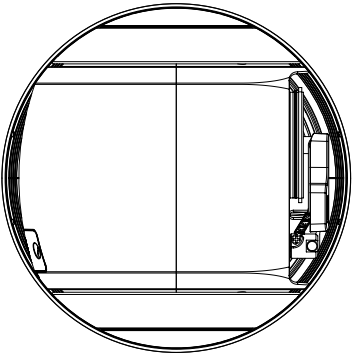
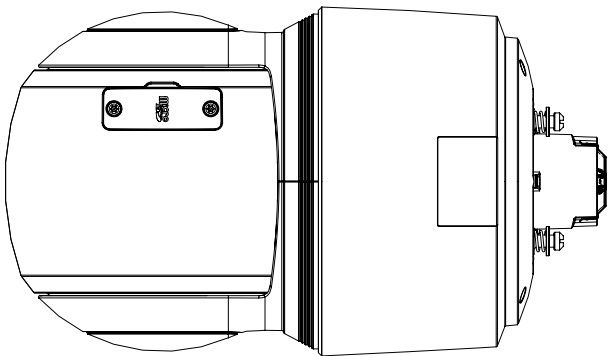
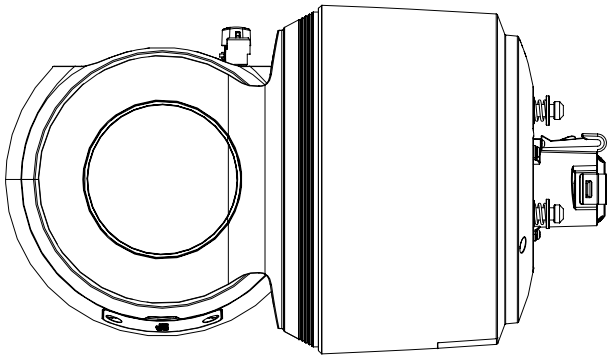
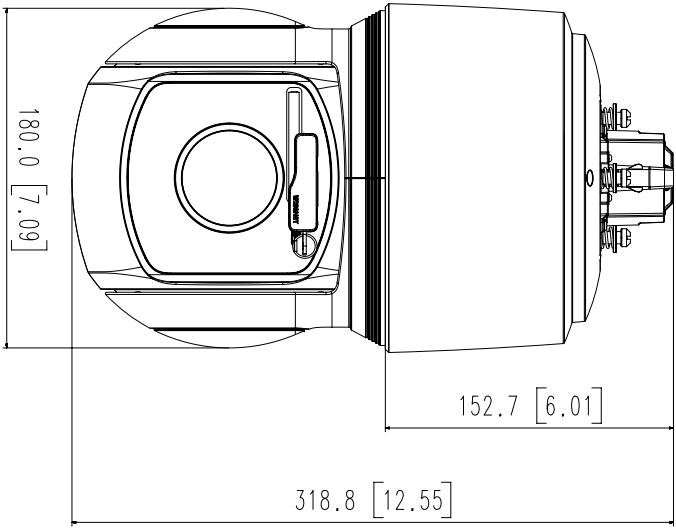
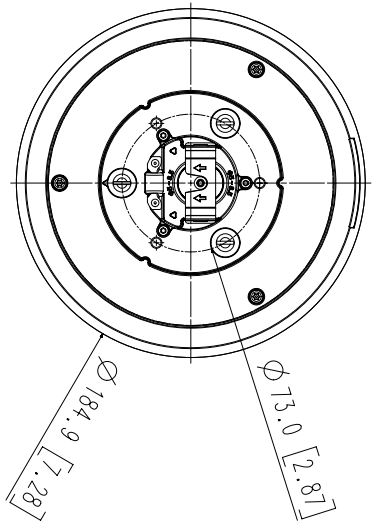
<b>Video</b>	
Imaging Device	1/2.8" CMOS
Resolution	3840x2160, 2592x1944, 2592x1464, 1920x1080, 1600x1200, 1280x1024, 1280x960, 1280x720, 1024x768, 800x600, 800x448, 720x576, 720x480, 640x480, 640x360, 320x240
Maximum Framerate	H.265/H.264: Maximum 30fps MJPEG: Maximum 30fps
Minimum Illumination	Color: 0.1Lux(F1.6, 1/30sec) BW: 0Lux(IR LED On)
<b>Lens</b>	
Focal Length (Zoom Ratio)	5~150mm(30x) zoom
Maximum Aperture Ratio	F1.6(Wide) - F4.56(Tele)
Angular Field of View	H: 57.42°(Wide)~2.19°(Tele) / V: 33.54°(Wide)~1.25°(Tele)
Minimum Object Distance	3m(9.84ft)
Focus Control	Oneshot AF, Focus save
Lens Type	DC auto iris
<b>Pan / Tilt / Rotate</b>	
Pan Range	360° Endless
Pan Speed	Maximum 500°/sec, Manual: 0.024°/sec~250°/sec
Tilt Range	110°(-20°~90°) -20° tilt look-up capability to see above the horizon.
Tilt Speed	Maximum 350°/sec, Manual: 0.024°/sec~250°/sec
Sequence	Preset(300ea), Swing, Group(6ea), Trace, Tour, Auto Run, Schedule±0.1°,
Preset Accuracy	Pan/Tilt correction
<b>Operational</b>	
Camera Title	Displayed up to 85 characters
Direction Indicator	Support
Day & Night	Auto(ICR)/Color/BW/Schedule
Backlight Compensation	BLC, HLC, WDR, SSSDR
Wide Dynamic Range	Extreme WDR(120dB)
Digital Noise Reduction	SSNR V
Digital Image Stabilization	Support(built-in gyro sensor)
Defog	Support
Motion Detection	8ea, 8point polygonal zones
Privacy Masking	32ea, rectangular Support - Color: Grey/Green/Red/Blue/Black/White - Mosaic
Gain Control	Low / Middle / High
White Balance	ATW / AWC / Manual / Indoor / Outdoor
Electronic Shutter Speed	Minimum / Maximum / Anti flicker (2~1/12,000sec)
Video Rotation	Flip, Mirror
Analytics	Directional detection, Fog detection, Face detection, Motion detection, Appear/Disappear, Enter/Exit, Loitering, Tampering, Virtual line, Shock detection * Audio detection, Sound classification(with NW I/O Box)

Alarm Triggers	Analytics, Network disconnect * Alarm input(with NW I/O Box)
Alarm Events	File upload via FTP and e-mail Notification via e-mail SD/SDHC/SDXC or NAS recording at event triggers PTZ Preset Handover * Alarm output(with NW I/O Box)
IR Viewable Length	200m(656.17ft), Wise IR
Water Removal	Support (with wiper & lens heater)
Auto Tracking	Object auto tracking(Person/Vehicle), Target lock tracking
<b>Network</b>	
Ethernet	Metal shielded RJ-45(10/100BASE-T)
Video Compression	H.265/H.264: Main/Baseline/High, MJPEG
Smart Codec	Manual(5ea area), WiseStream II
Bitrate Control	H.264/H.265: CBR or VBR MJPEG: VBR
Streaming	Unicast(20 users) / Multicast (128 user) Multiple streaming(Up to 10 profiles)
Protocol	IPv4, IPv6, TCP/IP, UDP/IP, RTP(UDP), RTP(TCP), RTCP, RTSP, NTP, HTTP, HTTPS, SSL/TLS, DHCP, FTP, SMTP, ICMP, IGMP, SNMPv1/v2c/v3(MIB-2), ARP, DNS, DDNS, QoS, PIM-SM, UPnP, Bonjour, LLDP, SRTp
Security	HTTPS(SSL) Login Authentication Digest Login Authentication IP Address Filtering User access log 802.1X Authentication(EAP-TLS, EAP-LEAP) Device certificate(Hanwha Techwin Root CA)
Application Programming Interface	ONVIF Profile S/G/T SUNAPI(HTTP API) Wisenet open platform
<b>General</b>	
Webpage Language	English, Korean, Chinese, French, Italian, Spanish, German, Japanese, Russian, Swedish, Portuguese, Czech, Polish, Turkish, Dutch, Hungarian, Greek
Edge Storage	Micro SD/SDHC/SDXC 2 slots 1TB total maximum capacity
Memory	4GB RAM, 512MB Flash
<b>Environmental &amp; Electrical</b>	
Operating Temperature / Humidity	Normal : -40°C~+55°(-40°F ~ +131°F) / Intermittent : -40°C~+60°C(-40°F ~ +140°F) Maximum Temperature based on NEMA-TS 2(2.2.7) : +74°C(+165°F) Less than 95% RH(Non-condensing)
Storage Temperature / Humidity	-50°C~+60°C (-58°F~+140°F) / Less than 95% RH(Non-condensing)
Certification	IP66, IK10(Camera body only), NEMA4X, UL CAP, NEMA TS-2 2.2.8 (Vibration) & 2.2.9 (Shock)
Input Voltage	HPoE(IEEE802.3bt, Class6, Type3, Injector included)
Power Consumption	HPoE(Camera only): Maximum 42W, typical 20W
<b>Mechanical</b>	
Color / Material	White, Black / Aluminum+Polycarbonate
RAL Code	White: RAL9003 / Black: RAL9005
Product dimensions / weight	Ø184.9x318.8mm(7.28x12.55") / 5.4Kg(11.90lb)

**DORI (EN62676-4 standard)**

Detect (25PPM/ 8PPF)	Wide: 122m(398.7ft) / Tele: 3482m(11424.9ft)
Observe (63PPM/ 19PPF)	Wide: 49m(159.5ft) / Tele: 1393m(4570.0ft)
Recognize (125PPM/ 38PPF)	Wide: 24m(79.7ft) / Tele: 697m(2285.0ft)
Identify (250PPM/ 76PPF)	Wide: 12m(39.8ft) / Tele: 348m(1142.5ft)

- The latest product information / specification can be found at [hanwhasecurity.com](http://hanwhasecurity.com)
- Design and specifications are subject to change without notice.
- Wisenet is the proprietary brand of Hanwha Techwin, formerly known as Samsung Techwin.



3	XNP-6400RW	
2	XNP-8300RW	
1	XNP-9300RW	'20.05.20
No.	MODEL NAME	DATE
Unit:mm[inch] SCALE:1/1		

# WRN-810S

Wisenet WAVE Network Video Recorder



The WRN-810S is a Wisenet WAVE optimized 1U rackmounted Network Video Recorder capable of recording up to 80Mbps, managing up to 12TB of storage. The Linux Ubuntu OS is utilized for stability and quick setup.

Each is pre-configured with the Wisenet WAVE VMS Server and client, and preloaded with 4 Professional licenses to ensure quick and easy deployment with minimum setup time.

## Key Features

- Preloaded and configured with Wisenet WAVE video management system (Client & Server)
- Includes (4) four Wisenet WAVE Professional licenses
- 80 Mbps of recording throughput
- Supports up to 12TB internal storage
- PoE+ camera ports, 100W Budget
- Easily control PoE port power via WAVE interface
- Includes USB mouse
- Includes rack mount brackets
- Front panel indicator lights, Alarm I/O
- Supports Wisenet and ONVIF conformant IP cameras
- Preloaded with Ubuntu Linux 18.04 LTS



## WRN-810S

SYSTEM		
Video Management Software	Wisenet WAVE	
Pre-loaded Licenses	4x Wisenet WAVE Professional licenses	
Recording Bandwidth	Up to 80 Mbps	
OS Drive Bays	1 x eMMC SSD (embedded)	
Data Drive Bays	2 x 3.5" SATA HDDs	
Data Storage	Supports up to 12TB raw	
Indicator Lights	Power, Alarm, HDD, Network, Record, PoE Over Budget	
Network Interface	2 x RJ-45, Gigabit Ethernet, 8 x PoE+ 100Mbps	
Alarm I/O	4 x Alarm Input / 2x Alarm Output	
PoE Camera Ports	8 x 100Mbps, Maximum 30W 802.3at PoE+, Total Budget 100W	
Operating System	Linux Ubuntu 18.04 LTS	
Video Outputs	1x HDMI 4K (rear), 1x VGA 1080p (rear) *System Config & Basic Monitoring	
USB Ports	1 x USB 3.0 (rear), 2 x USB 2.0 (front)	
Other Ports	3.5mm stereo audio out	
Mouse	Included	
Rack Mount Brackets	Included	
MECHANICAL / ELECTRICAL / ENVIRONMENTAL		
Mechanical	Form Factor	1U rack mount chassis
	Color / Material	Black / Metal
	Dimensions	14.57" x 2" x 12.77" (370mm x 50.7mm x 324.3mm)
	Weight	5.95lb (2.7kg) without hard drives
Electrical	Power Supply	164W maximum with 2 HDD, Maximum PoE; 37W 2 HDDs, PoE Off
	Power Input	100 ~ 240V AC
Environmental	Operating Temperature	32°F to 104°F (0°C to 40°C)
	Operating Humidity	20% to 85% RH, non-condensing
Certification	UL, CE, FCC	

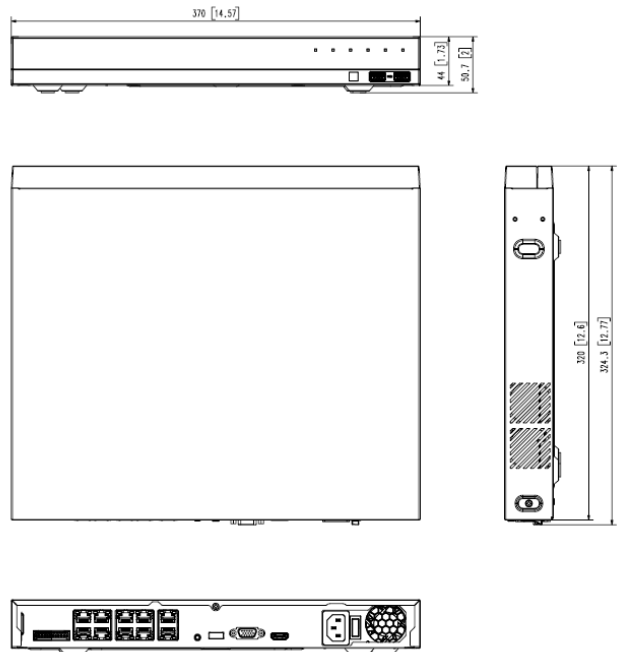
\* Weight is on chassis without HDDs  
 \* The latest product information / specification can be found at [www.hanwhasecurity.com](http://www.hanwhasecurity.com)  
 \* Bandwidth performance figures based on performance testing by Hanwha Techwin using Wisenet WAVE

### \*Please note:

- Local WAVE Client is intended for system configuration and basic monitoring. Remote viewing / playback from dedicated client is recommended for best experience.
- Recommended maximum of 30 servers for merged systems.

## Dimensions

Unit: mm (inch)



# Commission Memo



Prepared by: Daryl Stafford  
Date: February 1, 2022  
Re: Event Site Dock Food Concession  
2022 Leases & Rates

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At the January 18, 2022 meeting, staff presented an informational report on the mobile food units located on the Event Site Cruise Ship Dock (Figure A below) and requested direction on the following issues in preparation of the upcoming 2022 Permits.

1. **REGULATORY CHANGES-** The State of Oregon will implement significant changes to the regulations governing food carts starting January 1, 2023. The most notable change that will impact our vendors the requirement that all equipment must be integral to the cart unit. This will affect some current operations and may prohibit use of one of the existing units.
2. **FINANCIAL EVALUATION-** The Commission reviewed a rate survey of similar mobile food unit rent charged in our area. The comparables showed an estimated average price of \$649 per month. In 2021, the average rent the Port charged the mobile food units was \$351. Related annual expenses have exceeded revenues to date.
3. **RISK EXPOSURE-** The Port's mobile food concessions are the only vendors permitted to sell alcohol in Hood River and the surrounding area. The Commission reiterated the importance of vendor compliance with all OLCC rules and regulations and reinforced to the importance of choosing the best vendor for the space, and limiting annual permit renewals based on performance and compliance.
4. **SALES OF BUSINESSES AND PERMIT TRANSFERS-** The Commission expressed the desire to no longer allow automatic permit transfers upon the sale of a food cart business. New owners must apply for a new permit.
5. **POSSIBLE RELOCATION OR EXPANSION-** General discussion among the Commission indicated they are in favor of hosting mobile food units on the waterfront and directed staff to further investigate opportunities for a new pod on Port property.

The Commission directed staff to draft a permit with a 1-season (5-month) term, with options for renewal. They directed staff to recommend a fair market rate that would, at a minimum, cover the Port's expenses related to the operations. Staff prepared a conservative estimate average of expenses based on the past five years (see Figure B below).

To determine fair market lease rates, staff has taken into consideration:

- Comparison Rates in our area (average \$649)
- Location (premier spot on the waterfront)



- Alcohol sales permitted (competitive advantage, enforcement concerns, risk and insurance consideration)
- Cost to the Port (assure break-even, self-sustaining budget)

Staff recommends issuance of issue mobile food unit permits to the following, with rates:

<u>Concession Space</u>	<u>Monthly Rent</u>	<u>Vendor Name</u>
1. Event Site Cruise Ship North Dock #1	\$1,195 per month	Sandbar Café
2. Event Site Cruise Ship North Dock #2	\$1,055 per month	Downwinder

**RECOMMENDATION:** Approve Mobile Food Unit Vendor Concession Permit with Sandbar Café and Downwinder at the Event Site Cruise Ship Dock.

**Figure A - Location of the Food Carts on the North Event Site Dock**





**Figure B - Food Concession Estimated Annual Expenses for the Port**

<b>EXPENSE BY CATEGORY</b>	<b>Duration/Explanation</b>	<b>Average Cost based on history from past 5 years</b>	<b>TOTAL average for Both Carts per year</b>
Labor- Port Facility Crew & Manager	22 weeks 5 hours per week (110 hours per year) for tasks such as daily clean up and maintenance/repair issues, includes afterhours and weekend overtime hours for call in due to electrical loss, work prior to set up in anticipation of upcoming season	Average Hourly Cost- \$30	\$3,300
Labor- Office Staff (Waterfront Manager, Facility Director, ED, Finance Department)	40 hours per year for all Port Office staff- Lease preparation & compliance, billing, tenant issues, oversight & follow up	Average Hourly Cost- \$30	\$1,200
Water Storm/Sewer Consumption	Rate based off 2021 expenses for 5-month term	\$50 average per month per cart	\$500
Electric Consumption	Rate based off 2021 expenses for 5-month term	\$75 average per month per cart	\$750
Electrician Fees	Estimated charges for services throughout each year to accommodate vendors	\$2000 per year	\$2,000
Port Legal Reviews	Guidance for Leases and Policy/Safety Issues- 5 hours per year	\$300 per hour	\$1,500
Materials/Repairs	Estimate of materials for annual fence, ramp, water pipes, electric and dock repairs	\$1000 per year	\$1,000
Tables	Annual- 1 picnic table per year replacement, prep and delivery to dock	\$500 per year	\$500
Engineering	Load ratings and evaluations for safety for weight & wind, typically every 5 years at a cost of \$3000	\$600 per year	\$500
			<b>\$11,250</b>
<b>Total estimated expenses \$11,250 per year for both food carts</b>			
<b>Space #1 has a better view and a slightly larger area than Space #2, so that has been taken into consideration for the rate difference</b>	<b>Rent Proposal Space #1: Sandbar Cafe- 53%= \$1195 per month (Total \$5,975 for the 5-month term)</b> <b>Rent Proposal Space #2: Downwinder- 47% \$1055 per month (Total \$5,275 for the 5-month term)</b>		

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**PORT OF HOOD RIVER  
2022 MOBILE FOOD UNIT VENDOR CONCESSION PERMIT**

The PORT OF HOOD RIVER (hereafter "Port") hereby permits the **Downwinder** ("Permittee") to operate a seasonal, commercial food concession during hours the Event Site is open to the public, using a mobile food unit duly licensed to operate in Hood River, Oregon and approved by the Port subject to Permittee's compliance with the terms of this Permit. Permittee's designated concession location is indicated as Vendor Space #2 within the "Concession Area" on the attached Exhibit "A", an above water area located on the Event Site North Cruise Ship Dock at the Port Event Site, 107 First Street, Hood River, OR, 97031. This Permit authorizes Permittee to maintain and operate the mobile food unit in Vendor Space #2 at the Concession Area from May 1, 2022 through October 1, 2022 (hereafter "Concession Period"). Except as otherwise provided herein, Permittee may not use any area surrounding Vendor Space #2, including, but not limited to, the area underneath the dock or ramp leading to the Concession Area, or any other Port property without obtaining prior written authorization from the Port.

**Permit Fees:** Permittee shall pay the following "Permit Fee" for the Concession Period:

**Event Site North Cruise Ship Dock Vendor Space #2: \$1,055 per month**

The Permit Fee is payable in three equal payments of \$1,758.34 due on June 15, 2022, July 15, 2022 and August 15, 2022. The Permit Fee will not be prorated for periods of non-use of Vendor Space #2 by Permittee during the Concession Period unless the Permit is revoked by the Port without cause as provided in the Revocation of Permit paragraph below. A late fee penalty in the amount of \$75 per month will be assessed for late payments.

The Permit Fee will not be reduced, prorated, or adjusted, and no refunds will be given if Permittee activities are temporarily or permanently suspended by Permittee, the Port or otherwise, due to any circumstances beyond the Port's control, including but not limited to weather, water levels, smoke, public safety or health concerns, pandemic, labor issues, or site constraints.

**Utilities:** Electricity and water are available to Vendor Space #2 for Permittee's use and are included in the Permit Fee. The Port shall not be liable to Permittee if a utility service is interrupted.

**Electric:** The Port will have a certified electrician inspect the electric outlets at the onset of the season to make sure they are in good working order. Permittee is responsible for any and all costs for damage and repair to the outlets caused by Permittee during the Concession Period. In the event damage has occurred and repair is necessary, Permittee is obligated to notify the Port as soon as reasonably possible before Permittee hires an electrician. Only a Port approved, certified electrician is allowed to perform electrical repairs on Port property.

**Water:** Hoses may not remain connected to any mobile food unit. Mobile food unit water tanks may be filled, then hoses shall be immediately detached, neatly coiled, and stored.

**Garbage:** Permittee is responsible for removal of all debris and disposal of all garbage from the Concession Area at the end of every day during the Concession Period. Permittee shall keep Vendor Space #2 and the Concession Area clean and in good condition. The Port is not responsible for pest control. Permittee shall not use Port Dumpsters for Permittee's garbage removal.

**Insurance and Indemnity Requirements:** Prior to the commencement and for the duration of the Concession Period, Permittee will, at Permittee's sole expense, purchase and maintain a comprehensive commercial general liability insurance policy and a Liquor Liability policy, including coverage for food and liquor service, with an insurance company or companies acceptable to the Port, with liability limits of a minimum of **\$1,000,000.00 combined single limit coverage**. Permittee's insurance policy shall name the Port of Hood River, including the Port's Commissioners, officers, employees and agents, as an additional insured, and shall contain a clause that the insurer will not cancel or change Permittee's insurance without at least ten (10) days prior written notice to the Port. Prior to the commencement of the Concession Period, Permittee shall provide the Port with a Certificate of Insurance as proof of insurance.

Permittee agrees to hold the Port harmless from and to indemnify and save the Port, the Port's Commissioners, officers, employees and agents, harmless from all claims from any persons, firms, or corporations arising as a result of any business conducted by or actions of Permittee on Port property, or arising from any act of Permittee's agents or employees; and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon, and against all losses, including expenses and attorneys' fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's conduct while operating the concession or in conjunction with operation of the concession, or in any way connected with Permittee's concession, or while operating under the terms of this Permit, to the extent any such loss is not otherwise covered by Permittee's insurance.

The Port is not liable for losses or damages of any kind incurred by Permittee, Permittee's employees or third parties at or near Vendor Space #2 and/or the Concession Area or related to a concession activity.

**Operations:** The Port reserves the right, in the Port's sole discretion, at any time during the term of this Permit to require Permittee to cease operations for a specified period, to change Permittee's hours of operation, to change Permittee's location of operation, to require removal or concealment of signs or other advertising used by Permittee. The Port reserves the right to restrict or prohibit the sale of any product by Permittee. Permittee shall not display any advertising signs other than identification on the mobile food unit without the Port's prior written consent. Permittee will conduct its operations in compliance with the terms of this Permit. Permittee will notify the Port, or if appropriate to notify the police, of activities at or near Vendor Space #2 and the Concession Area that may be illegal or dangerous to persons or property.

No exterior storage is allowed without the Port's prior written authorization. Bins and condiment tables must be stored inside the mobile food unit when Permittee's business is closed. No alterations are allowed to Vendor Space #2, the Concession Area, or to the deck or surrounding area without the Port's prior written authorization.

Any expense incurred to the Port that are the result of or caused by Permittee, Permittee's employees or agents, or Permittee's operations will be assessed to and are the responsibility of the Permittee.

The Port's Event Site Restrooms are typically open from Memorial Day through Labor Day; however, the availability and operation of the Event Site Restrooms is not guaranteed. If the restrooms are closed, Port-a-Potties will be provided. Handwashing stations at the restroom area are not always provided.

**Mobile Food Unit Set Up & Removal:** Placement and removal of the mobile food unit in Vendor Space #2 is accomplished by crane at Permittee's sole expense. Not less than ten (10) days prior to craning the mobile food unit in and out of Vendor Space #2, Permittee will coordinate with the Port Facility Director to obtain Port authorization to schedule placement and removal of the mobile food unit.

Placement and removal of the mobile food unit may occur on a business day, Monday thru Friday, between the hours of 7:00am and 10:00am; and (iii) on the date and time authorized by the Port Facility Director pursuant to this provision. A member of the Port Facility staff must be present during the placement and removal of Permittee's mobile food unit. The mobile food unit must be placed in Vendor Space #2 according to the site plan attached to this Permit as Exhibit "A".

Permittee Property (as defined below), including Permittee's mobile food unit, may be placed in Vendor Space #2 on or after May 1, 2022. Early set-up may be allowed at the discretion of the Port; however, Permittee may not commence business operations or open to the public until May 1, 2022.

**Seating:** Permittee cannot provide, place or maintain seating in the Concession Area. Only Port owned seating may be provided, placed or maintained within the Concession Area, at the Port's discretion. Permittee's patrons are allowed to use Port owned seating within the Concession Area; however, Permittee cannot reserve or limit access to Concession Area seating to Permittee's patrons. Per City of Hood River requirements, Concession Area seating must be open and available for public use at all times.

**Parking:** Permittee will be issued one (1) designated complimentary parking spot for a regular size vehicle or small passenger van near the entrance to the Event Site across from the Concession Area, and two (2) season parking passes at the Event Site parking lot. There will be one (1) designated parking spot in the Event Site parking lot and vehicles parked in that spot must have permit clearly displayed on windshield. Permittee's customers will be required to pay fees if parked at the Port's pay to park parking locations. Overnight parking is not allowed in vendor parking spots or anywhere on Port property.

**Licenses:** Prior to and for the duration of the Concession Period, Permittee is responsible for obtaining and maintaining all required State of Oregon, City of Hood River and Hood River County licenses and permits. Additionally, Permittee is responsible for complying with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to Oregon Liquor and Cannabis Commission ("OLCC") rules, Oregon Health Authority Mobile Food Unit Regulations, City of Hood River's Transient Merchant License and Hood River County Mobile Food Unit and Health Department regulations. Permittee's failure to maintain valid licenses and permits or to comply with any federal, state or local laws, rules, regulations or ordinances related to the safe and responsible operation of a mobile food unit, or food and alcohol service, may lead to the immediate revocation of this Permit by the Port, at the Port's discretion.

**Sale of Alcohol:** Permittee must have prior written Port authorization and a valid OLCC Limited On-Premises Sales license to sell alcohol from Vendor Space #2 during the Concession Period. Subject to the Port's prior written approval, Permittee will only be allowed to sell beer, wine, and cider, (not hard alcohol, liquor, or mixed drinks), for consumption within the Concession Area. No off-premises sales of alcohol are allowed. Permittee, its employees and agents must adhere to all federal, state and local government laws, rules, regulations and ordinances related to alcohol sales. Permittee's failure to maintain a valid OLCC license and/or permit or to comply with any federal, state or local laws, rules, regulations or ordinances related to the sale of alcohol, may lead to the immediate revocation of this Permit by the Port, at the Port's discretion.

**Removal of Permittee Property:** Permittee will remove Permittee's mobile food unit and all Equipment, materials, and personal property ("Permittee Property") from Vendor Space #2 by 5:00 p.m. (PDT) on October 1, 2022. The Port may, at the Port's discretion, assess penalty fees in the amount of \$25.00 per day against Permittee if Permittee has not removed all Permittee Property from Vendor Space #2 by 5:00 p.m. (PDT) on October 1, 2022.

**Renewal of Permit:** Contingent upon Permittee's compliance with the terms and conditions of this Permit, Permittee's conduct and activities during the Concession Period, and the Port's evaluation thereof, the Port may, but is not obligated to, issue Permittee a new concession permit for the following calendar year. Permittee shall notify the Port no later than November 1, 2022 if Permittee intends to seek a new concession permit for the following calendar year. In the event Permittee's Permit was revoked during the Concession Period, or if Permittee does not notify the Port by November 1, 2022, that it intends to seek a new concession permit for the following calendar year, the Port may, at its discretion, publicize, make available and issue a concession permit for the Concession Area to another concession vendor.

This Permit is non-transferrable. If Permittee ceases its operations, sublets, sells, assigns, transfers or otherwise changes business ownership during the Concession Period, this Permit will terminate effective as of the date of change of ownership. A new owner of Permittee's mobile food unit business may not assume operations of Permittee's mobile food unit in Vendor Space #2 unless and until the new owner has applied to the Port and is granted its own concession permit, which the Port may approve or deny in its discretion. A \$500 concession permit application fee will be charged to a new owner for a concession permit that is applied for during the Concession Period.

**Revocation of Permit:** The Port, at its sole discretion, may immediately revoke this Permit if Permittee fails to comply with any of the terms or conditions set forth herein. The Port may revoke this Permit without cause, in its complete discretion, upon delivery to Permittee at least 30-days' prior written notice of its intent to do so. If the Port revokes this Permit, Permittee shall vacate Vendor Space #2 and remove all Permittee Property on or before the effective date stated in the revocation notice. Permittee shall not be entitled to claim any damages or to receive compensation from the Port if the Port revokes this Permit. However, if the Port revokes the Permit without cause and Permittee has prepaid its Permit Fees, the amount prepaid applicable to the period on and after the effective date stated in the revocation notice may be refunded to Permittee, subject to the Port's withholding any amounts Permittee owes the Port for damages or repairs to Vendor Space #2 and/or the Concession Area.

**Notice:** Any notice or communication under this Permit will be deemed given to the other party when delivered to the individual at the mailing or email address identified in the signature section hereinbelow (a) on the first business day after being emailed, or two (2) business days after being deposited postage prepaid in the U.S. Mail by registered or certified mail, return receipt requested, or (b) when received, if personally delivered to the person signing for Permittee or to the Executive Director of the Port of Hood River. Either party may change their mailing or email address or the party to receive notice by providing notice to the other as provided in this paragraph.

**Authority to Sign:** The person signing below for Permittee warrants they have authority to do so.

THE ABOVE CONDITIONS ARE AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**PERMITTEE:**

*Downwinder*

**APPROVED:**

*Port of Hood River*

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Shaeda McWirther

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Jonathan Love

1022 State St.  
Hood River, OR 97031  
(303)910-9123  
downwinderhr@gmail.com

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Michael McElwee, Executive Director

1000 E. Port Marina Drive  
Hood River, OR 97031  
(541) 386-1645  
porthr@gorge.net

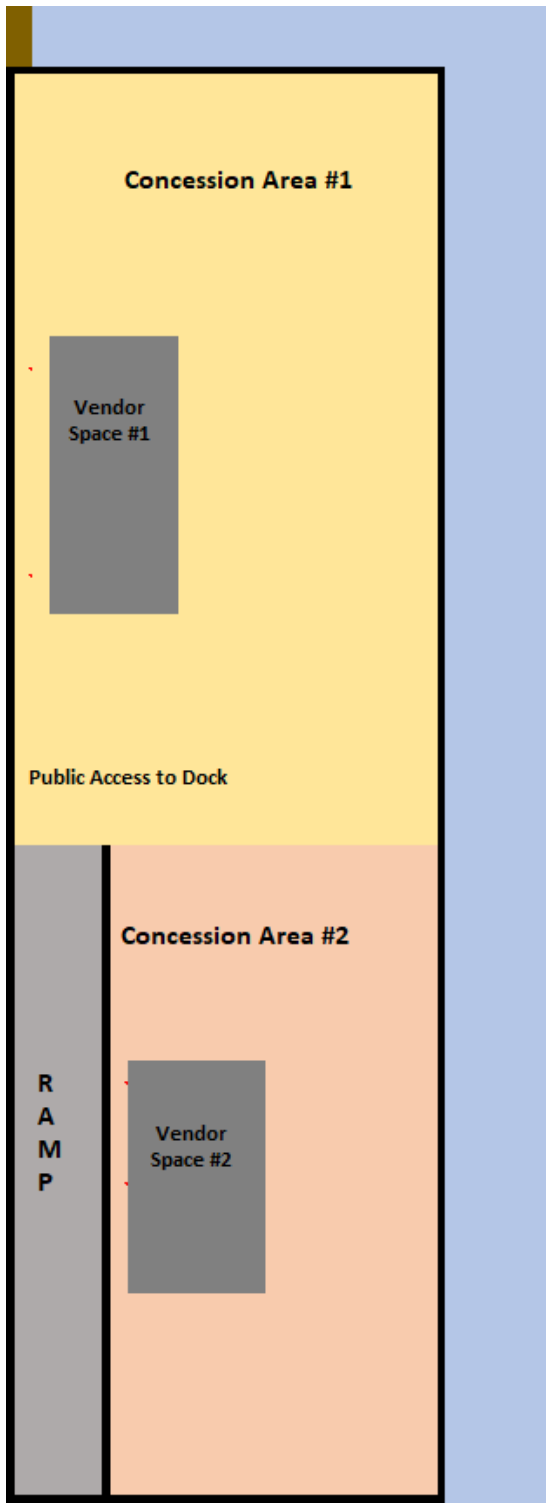


Exhibit "A"



**PORT OF HOOD RIVER  
2022 MOBILE FOOD UNIT VENDOR CONCESSION PERMIT**

The PORT OF HOOD RIVER (hereafter "Port") hereby permits the **Sandbar Café** ("Permittee") to operate a seasonal, commercial food concession, during hours the Event Site is open to the public, using a mobile food unit, duly licensed to operate in Hood River, Oregon and approved by the Port subject to Permittee's compliance with the terms of this Permit. Permittee's designated concession location is indicated as Vendor Space #1 within the "Concession Area" on the attached Exhibit "A", an above water area located on the Event Site North Cruise Ship Dock at the Port Event Site, 107 First Street, Hood River, OR, 97031. This Permit authorizes Permittee to maintain and operate the mobile food unit in Vendor Space #1 at the Concession Area from May 1, 2022 through October 1, 2022 (hereafter "Concession Period"). Except as otherwise provided herein, Permittee may not use any area surrounding Vendor Space #1, including, but not limited to, the area underneath the dock or ramp leading to the Concession Area, or any other Port property without obtaining prior written authorization from the Port.

**Permit Fees:** Permittee shall pay the following "Permit Fee" for the Concession Period:

**Event Site North Cruise Ship Dock Vendor Space #1: \$1,195 per month**

The Permit Fee is payable in three equal payments of \$1,991.67 due on June 15, 2022, July 15, 2022 and August 15, 2022. The Permit Fee will not be prorated for periods of non-use of Vendor Space #1 by Permittee during the Concession Period unless the Permit is revoked by the Port without cause as provided in the Revocation of Permit paragraph below. A late fee penalty in the amount of \$75 per month will be assessed for late payments.

The Permit Fee will not be reduced, prorated or adjusted, and no refunds will be given if Permittee activities are temporarily or permanently suspended by Permittee, the Port or otherwise, due to any circumstances beyond the Port's control, including but not limited to weather, water levels, smoke, public safety or health concerns, pandemic, labor issues, or site constraints.

**Utilities:** Electricity and water are available to Vendor Space #1 for Permittee's use and are included in the Permit Fee. The Port shall not be liable to Permittee if a utility service is interrupted.

**Electric:** The Port will have a certified electrician inspect the electric outlets at the onset of the season to make sure they are in good working order. Permittee is responsible for any and all costs for damage and repair to the outlets caused by Permittee during the Concession Period. In the event damage has occurred and repair is necessary, Permittee is obligated to notify the Port as soon as reasonably possible before Permittee hires an electrician. Only a Port approved, certified electrician is allowed to perform electrical repairs on Port property.

**Water:** Hoses may not stay connected to any mobile food unit. Mobile food unit water tanks may be filled, then hoses shall be immediately detached and neatly coiled and stored.

**Garbage:** Permittee is responsible for removal of all debris and disposal of all garbage from the Concession Area at the end of every day during the Concession Period. Permittee shall keep Vendor Space #1 and the Concession Area clean and in good condition. The Port is not responsible for pest control. Permittee shall not use Port Dumpsters for Permittee's garbage removal.

**Insurance and Indemnity Requirements:** Prior to the commencement and for the duration of the Concession Period, Permittee will, at Permittee's sole expense, purchase and maintain a comprehensive commercial general liability insurance policy and a Liquor Liability policy, including coverage for food and liquor service, with an insurance company or companies acceptable to the Port, with liability limits of a minimum of **\$1,000,000.00 combined single limit coverage**. Permittee's insurance policy shall name the Port of Hood River, including the Port's Commissioners, officers, employees and agents, as an additional insured, and shall contain a clause that the insurer will not cancel or change Permittee's insurance without at least ten (10) days prior written notice to the Port. Prior to the commencement of the Concession Period, Permittee shall provide the Port with a Certificate of Insurance as proof of insurance.

Permittee agrees to hold the Port harmless from and to indemnify and save the Port, the Port's Commissioners, officers, employees and agents, harmless from all claims from any persons, firms, or corporations arising as a result of any business conducted by or actions of Permittee on Port property, or arising from any act of Permittee's agents or employees; and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon, and against all losses, including expenses and attorneys' fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's conduct while operating the concession or in conjunction with operation of the concession, or in any way connected with Permittee's concession, or while operating under the terms of this Permit, to the extent any such loss is not otherwise covered by Permittee's insurance.

The Port is not liable for losses or damages of any kind incurred by Permittee, Permittee's employees or third parties at or near Vendor Space #1 and/or the Concession Area or related to a concession activity.

**Operations:** The Port reserves the right, in the Port's sole discretion, at any time during the term of this Permit to require Permittee to cease operations for a specified period, to change Permittee's hours of operation, to change Permittee's location of operation, to require removal or concealment of signs or other advertising used by Permittee. The Port reserves the right to restrict or prohibit the sale of any product by Permittee. Permittee shall not display any advertising signs other than identification on the mobile food unit without the Port's prior written consent. Permittee will conduct its operations in compliance with the terms of this Permit. Permittee will notify the Port, or if appropriate to notify the police, of activities at or near Vendor Space #1 and the Concession Area that may be illegal or dangerous to persons or property.

No exterior storage is allowed without the Port's prior written authorization. Bins and condiment tables must be stored inside the mobile food unit when Permittee's business is closed. No alterations are allowed to Vendor Space #1, the Concession Area, or to the deck or surrounding area without the Port's prior written authorization.

Any expense incurred to the Port that are the result of or caused by Permittee, Permittee's employees or agents, or Permittee's operations will be assessed to and are the responsibility of the Permittee.

The Port's Event Site Restrooms are typically open from Memorial Day through Labor Day; however, the availability and operation of the Event Site Restrooms is not guaranteed. If the restrooms are closed, Port-a-Potties will be provided. Handwashing stations at the restroom area are not always provided.

**Mobile Food Unit Set Up & Removal:** Placement and removal of the mobile food unit in Vendor Space #1 is accomplished by crane at Permittee's sole expense. Not less than ten (10) days prior to craning the mobile food unit in and out of Vendor Space #1, Permittee will coordinate with the Port Facility Director to obtain Port authorization to schedule placement and removal of the mobile food unit.

Placement and removal of the mobile food unit may occur on a business day, Monday thru Friday, between the hours of 7:00am and 10:00am; and (iii) on the date and time authorized by the Port Facility Director pursuant to this provision. A member of the Port Facility staff must be present during the placement and removal of Permittee's mobile food unit. The mobile food unit must be placed in Vendor Space #1 according to the site plan attached to this Permit as Exhibit "A".

Permittee Property (as defined below), including Permittee's mobile food unit, may be placed in Vendor Space #1 on or after May 1, 2022. Early set-up may be allowed at the discretion of the Port; however, Permittee may not commence business operations or open to the public until May 1, 2022.

**Seating:** Permittee cannot provide, place or maintain seating in the Concession Area. Only Port owned seating may be provided, placed or maintained within the Concession Area, at the Port's discretion. Permittee's patrons are allowed to use Port owned seating within the Concession Area; however, Permittee cannot reserve or limit access to Concession Area seating to Permittee's patrons. Per City of Hood River requirements, Concession Area seating must be open and available for public use at all times.

**Parking:** Permittee will be issued one (1) designated complimentary parking spot for a regular size vehicle or small passenger van near the entrance to the Event Site across from the Concession Area, and two (2) season parking passes at the Event Site parking lot. There will be one (1) designated parking spot in the Event Site parking lot and vehicles parked in that spot must have permit clearly displayed on windshield. Permittee's customers will be required to pay fees if parked at the Port's pay to park parking locations. Overnight parking is not allowed in vendor parking spots or anywhere on Port property.

**Licenses:** Prior to and for the duration of the Concession Period, Permittee is responsible for obtaining and maintaining all required State of Oregon, City of Hood River and Hood River County licenses and permits. Additionally, Permittee is responsible for complying with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to Oregon Liquor and Cannabis Commission ("OLCC") rules, Oregon Health Authority Mobile Food Unit Regulations, City of Hood River's Transient Merchant License and Hood River County Mobile Food Unit and Health Department regulations. Permittee's failure to maintain valid licenses and permits or to comply with any federal, state or local laws, rules, regulations or ordinances related to the safe and responsible operation of a mobile food unit, or food and alcohol service, may lead to the immediate revocation of this Permit by the Port, at the Port's discretion.

**Sale of Alcohol:** Permittee must have prior written Port authorization and a valid OLCC Limited On-Premises Sales license to sell alcohol from Vendor Space #1 during the Concession Period. Subject to the Port's prior written approval, Permittee will only be allowed to sell beer, wine, and cider, (not hard alcohol, liquor, or mixed drinks), for consumption within the Concession Area. No off-premises sales of alcohol are allowed. Permittee, its employees and agents must adhere to all federal, state and local government laws, rules, regulations and ordinances related to alcohol sales. Permittee's failure to maintain a valid OLCC license and/or permit or to comply with any federal, state or local laws, rules, regulations or ordinances related to the sale of alcohol, may lead to the immediate revocation of this Permit by the Port, at the Port's discretion.

**Removal of Permittee Property:** Permittee will remove Permittee's mobile food unit and all Equipment, materials, and personal property ("Permittee Property") from Vendor Space #1 by 5:00 p.m. (PDT) on October 1, 2022. The Port may, at the Port's discretion, assess penalty fees in the amount of \$25.00 per day against Permittee if Permittee has not removed all Permittee Property from Vendor Space #1 by 5:00 p.m. (PDT) on October 1, 2022.

**Renewal of Permit:** Contingent upon Permittee's compliance with the terms and conditions of this Permit, Permittee's conduct and activities during the Concession Period, and the Port's evaluation thereof, the Port may, but is not obligated to, issue Permittee a new concession permit for the following calendar year. Permittee shall notify the Port no later than November 1, 2022 if Permittee intends to seek a new concession permit for the following calendar year. In the event Permittee's Permit was revoked during the Concession Period, or if Permittee does not notify the Port by November 1, 2022, that it intends to seek a new concession permit for the following calendar year, the Port may, at its discretion, publicize, make available and issue a concession permit for the Concession Area to another concession vendor.

This Permit is non-transferrable. If Permittee ceases its operations, sublets, sells, assigns, transfers or otherwise changes business ownership during the Concession Period, this Permit will terminate effective as of the date of change of ownership. A new owner of Permittee's mobile food unit business may not assume operations of Permittee's mobile food unit in Vendor Space #1 unless and until the new owner has applied to the Port and is granted its own concession permit, which the Port may approve or deny in its discretion. A \$500 concession permit application fee will be charged to a new owner for a concession permit that is applied for during the Concession Period.

**Revocation of Permit:** The Port, at its sole discretion, may immediately revoke this Permit if Permittee fails to comply with any of the terms or conditions set forth herein. The Port may revoke this Permit without cause, in its complete discretion, upon delivery to Permittee at least 30-days' prior written notice of its intent to do so. If the Port revokes this Permit, Permittee shall vacate Vendor Space #1 and remove all Permittee Property on or before the effective date stated in the revocation notice. Permittee shall not be entitled to claim any damages or to receive compensation from the Port if the Port revokes this Permit. However, if the Port revokes the Permit without cause and Permittee has prepaid its Permit Fees, the amount prepaid applicable to the period on and after the effective date stated in the revocation notice may be refunded to Permittee, subject to the Port's withholding any amounts Permittee owes the Port for damages or repairs to Vendor Space #1 and/or the Concession Area.

**Notice:** Any notice or communication under this Permit will be deemed given to the other party when delivered to the individual at the mailing or email address identified in the signature section hereinbelow (a) on the first business day after being emailed, or two (2) business days after being deposited postage prepaid in the U.S. Mail by registered or certified mail, return receipt requested, or (b) when received, if personally delivered to the person signing for Permittee or to the Executive Director of the Port of Hood River. Either party may change their mailing or email address or the party to receive notice by providing notice to the other as provided in this paragraph.

**Authority to Sign:** The person signing below for Permittee warrants they have authority to do so.

THE ABOVE CONDITIONS ARE AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

**PERMITTEE:**

*Sandbar Café*

**APPROVED:**

*Port of Hood River*

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**Susan Dow**  
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Underwood, WA 98651  
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**Michael McElwee, Executive Director**  
1000 E. Port Marina Dr.  
Hood River, OR 97031  
(541) 386-1645  
porthr@gorge.net

Exhibit "A"

