



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, March 15, 2022

Port Conference Room

1000 E. Port Marina Drive, Hood River

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#### Regular Session

5:00 p.m.

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 March 1, 2022 Regular Session (*Patty Rosas, Page 3*)
  - b. Approve Operations Agreement with Hood River Soaring at the Airport (*Greg Hagbery, Page 7*)
  - c. Approve Resolution 2021-22-5 Approving Check Signing Authorization (*Michael McElwee, Page 21*)
  - d. Authorize Contract with Jensen Strategies for Chief Financial Officer Recruitment not to exceed \$20,000. (*Michael McElwee, Page 25*)
  - e. Approve Amendment No. 2 to Lease with Oregon Brineworks in the Timber Incubator Building (*Greg Hagbery, Page 51*)
  - f. Approve Amendment No. 1 to FBO Agreement with Hood Tech Corp Aero, Inc. at the Airport (*Greg Hagbery, Page 55*)
  - g. Authorize Contract with Massana Construction, Inc. for Boat Launch Floats & Ramp Project Not to Exceed \$232,933 (*Daryl Stafford, Page 59*)
  - h. Approve Accounts Payable to Jaques Sharp in the Amount of \$14,675.00 (*Jana Scoggins, Page 71*)
3. Informational Reports – (*Provided for information unless discussion is requested by a Commissioner*)
  - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 77*)
4. Presentations & Discussion Items
  - a. Hood River Energy Council Presentation, Marla Harvey, MCEDD (*Michael McElwee, Page 91*)
5. Executive Director Report (*Michael McElwee, Page 113*)
6. Commissioner, Committee Reports
  - a. Bi-State Working Group
  - b. Urban Renewal
  - c. Visit Hood River
7. Action Items
  - a. Approve Request for Proposals for Selection of a Replacement Bridge Management Contractor and Authorize Distribution (*Kevin Greenwood, Page 133*)
8. Commission Call

## 9. Confirmation of Commission Directives to Staff

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10. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.355 (9)(a) and ORS 192.660 (2)(f) to consider information or records that are exempt by law from public inspection and ORS 192.660 (2) h) regarding litigation likely to be filed.

11. Possible Action

12. Adjourn

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

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

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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, Mike Fox, Heather Gehring and Hoby Streich. Legal Counsel: Jerry Jaques, and Anna Cavaleri. From Staff: Kevin Greenwood, Daryl Stafford, Genevieve Scholl, Greg Hagbery, and Patty Rosas. Guests: William J. Ohle

**Absent:** Kristi Chapman, Michael McElwee

**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:** Remove 2(b) – Approve Operations Agreement with Hood River Soaring at the Ken Jernstedt Airfield.
  - b. **Public Comment:** Genevieve Scholl noted that there was one written public comment statement from Eric Sanford that was provided to the Commissioners via email regarding Marina security.
2. **Consent Agenda:**
  - a. Approve Minutes from the February 15, 2022 Regular Session

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|--------------------|---|
| <b>Motion:</b>     | Approve consent agenda with removal of 2(b) |
| <b>Move:</b>       | Hoby Streich                                |
| <b>Second:</b>     | Mike Fox                                    |
| <b>Discussion:</b> | None  |
| <b>Vote:</b>       | Unanimous                                   |
3. **Information Reports:** None
4. **Presentation & Discussion Items:**
  - a. **Lower Mill Properties & Development** – Greg Hagbery commented that staff is seeking guidance from the Commission regarding the Lower Mill properties. The primary goal was to seek clarification on the total acreage the Port is willing to obligate for future bridge construction. This will have a direct effect on what the remaining parcels would look like. Staff is also seeking to confirm whether the original intention of retaining one or more lots and marketing the remaining for sale is still the desire of the Commission. Hagbery noted that staff has recently begun receiving inquiries from private developers interested in the availability of lots for purchase at Lower Mill. Commissioner Streich suggested deferring this item to Spring Planning for further discussion. Hagbery replied that there is a necessity to give an answer to short-term leases that are expiring soon and added that the leases could be extended. Commissioner Fox commented that Lower Mill could be a potential laydown area for the new bridge and recommended waiting until the Replacement Bridge Management Contract (RBMC) was in place for them to assess. Commission consensus was to allow and review potential proposals for Lower Mill properties. There was also consensus to retain one or more parcels with the possibility of marketing the remaining for sale and requested a recommendation from the new CFO on this matter.
5. **Deputy Executive Director Report:**
  - a. **Administration** – Genevieve Scholl reported that Michael McElwee is on vacation until March 7, and she has been serving as acting ED in Michael’s absence. Scholl thanked the Facilities Crew who stepped up for immediate response for vandalism that occurred over the weekend. Port of

Cascade Locks sent an invite to reschedule the Joint Work Session that was originally scheduled for March 1. The upcoming budget preparation schedule was provided to the Commissioners. Scholl requested confirmation of their availability for those dates. The indoor mask mandate will end on March 12. The Commission should discuss how they feel about returning to meetings in person. Radcomp has completed the set up to allow for remote public access.

- b. **Recreation/Marina** – The Bid deadline for the Boat Launch Floats and Ramp project was today March 1.
- c. **Bridge/Transportation** – Scholl noted that the Facilities crew completed the shim work on the North end rocker bearings during a 5-hour nighttime full closure of the bridge on February 25. John Mann gave a report on that project and reported that they will have single lane closures on March 3 from 8:30am to 5:30pm for miscellaneous steel repairs.
- d. **Bi-State Bridge Authority** – Kevin Greenwood reported that the Oregon Bill 4089 will be law and is in process to become law in Washington. Once the bill becomes law in both states the Bi-State Working Group (BSWG) will work with Steve Siegel to create the Commission Agreements.
- e. **Security System** – Daryl Stafford commented that staff is diligently working to do what they can to figure out who is causing all the problems at the boat houses. Scholl noted that the new night security patrols will add doc walks to their nightly protocol.

**6. Commissioner, Committee Reports:**

- a. **Airport Advisory Committee (AOC)** – Hagbery reported that the Committee decided to go to a quarterly schedule as opposed to monthly. Commissioner Streich asked for an update on the snow removal protocol priorities and whether the Port is liable or obligated to address safety for the pilot in the air. Hagbery replied that he reviewed the FAA guidance and believes there is no concern that they are not in compliance with the FAA guidance. John Mann added that he is creating a check sheet to use on snow days that will serve as a record as to why those decisions were made.
- b. **Bi-State Working Group** – Commissioner Fox reported that they will be meeting with ODOT on March 2 to discuss the evaluation of the upcoming RFP.
- c. **Urban Renewal** – Commissioner Chapman will provide an update at the next meeting as she was not present at today's meeting.
- d. **Hood River Energy Council** – Commissioner Fox reported that the new bridge did make it into the work plan. The Committee would like to present the work plan to the Commission in March.
- e. **Visit Hood River** – Scholl reported that in the last quarter there was a request from Visit Hood River to share the traffic and revenue numbers with them to use as a resource for planning. The traffic report was included in the packet and will be sent to the Committee for review.

**7. Action Items: None**

**8. Commission Call:**

- a. Commissioner Streich reassured their constituents that they are going to address the theft and burglary problem that is occurring in all the Port assets and hold these individuals accountable for their actions.
- b. Commissioner Fox asked John Mann if he was aware that he had the authority to get help from an engineer during the bridge maintenance that was conducted on February 25, regardless of the budget, if he needed the support. Mann replied that he was aware and noted that they had WJE and an electrical engineer on call.
- c. Commissioner Gehring asked what could be done to attract more summer personnel. At the Waterfront Advisory Committee meeting there was great concern regarding the restrooms and trash and not having enough personnel to take care of that. Commissioner Fox suggested going to

the high schools, and to the tribes to discuss a possible apprentice program. Mann commented that staff is working on ways to attract more personnel for the summer and added that he is highly concerned that they will not have enough staff for the summer. Scholl commented that they must do direct recruitment for the frontline personnel. Staff has been brainstorming ways to change the current job duties to spread the load, as well as modifying schedules. Staff will be pricing heightened service levels and presenting a request to the Commissioners in the spring.

- d. Commissioner Sheppard thanked staff for their prompt response regarding the vandalism that occurred over the weekend.

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

- a. Commissioner Chapman will provide an Urban Renewal report at the next meeting.
- b. The Lower Mill discussion was deferred to Spring Planning and staff will provide an update regarding the existing tenants. As well as presenting any possible new developers and a budget read from the new CFO.

**10. Executive Session:** President Sheppard recessed Regular Session at 5:54 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and 192.355 (9)(a) and ORS 660 (2)(f) to consider information or records that are exempt by law from public inspection.

**11. Possible Action:**

**Motion:** To adopt Resolution 2021-22-4 authorizing RFP Evaluation Committee composition.

**Move:** Heather Gehring

**Second:** Hoby Streich

**Discussion:** None

**Vote:** Unanimous

**11. Adjourn:**

**Motion:** Adjourn the meeting

**Vote:** Unanimous

**MOTION CARRIED**

The meeting adjourned at 6:38 p.m.

Respectfully submitted,

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Patty Rosas

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# Commission Memo



Prepared by: Greg Hagbery  
Date: March 15, 2022  
Re: Hood River Soaring Operations Agreement

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Hood River Soaring is a 501(c)3 corporation that provides glider rides, instruction, and services. They have been operating at the Ken Jernstedt Airfield since 2016 and wish to continue. Staff has received a request to renew their Operations Agreement, which expires March, 31, 2022.

**RECOMMENDATION:** Approve Operations Agreement with Hood River Soaring at the Ken Jernstedt Airfield.

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PORT OF HOOD RIVER OPERATIONS AGREEMENT  
FOR A FLYING ORGANIZATION  
AT KEN JERNSTEDT AIRFIELD

The **Port of Hood River** (“Port”) hereby enters into the following Operations Agreement (“Agreement”) with **Hood River Soaring** a 501(c)3 Oregon non-profit Corporation (“HRS”), whereby the Port grants HRS the non-exclusive right to store, move and operate gliders and tow aircraft at Port owned Ken Jernstedt Airfield (“Airport”). HRS and the Port may be referred to herein individually as a “party” or collectively as the “parties.”

**RECITALS**

1. HRS is a nonprofit glider organization.
2. HRS provides tie-down management for non-organization gliders. Revenues collected are used to maintain the existing HRS fleet, defray the cost of soaring for Hood River’s glider community, and to further HRS’ non-profit mission.
3. HRS collaborates actively with the existing FBO.
4. HRS does not provide instruction to non-organization members, but it does participate in public outreach (i.e.: STEM-related class presentations at local schools, First Friday, etc.)

The parties hereby agree:

**I. DESCRIPTION.** In consideration of the covenants of the parties, the Port grants HSR access to and use of approximately 64,934 square feet of land, known as the “Glider Operations Area” and the “Glider Support Area” for placement and movement of glider aircraft and a tow aircraft in an area at the Airport east of Orchard Road and north of the airport access road (the “Premises”). The Premises is identified in the attached “Exhibit A-1” and the Glider Operations Area and Glider Support Area are identified in the attached “Exhibit B-1” and “Exhibit B-2.” HSR shall only store HSR owned or HRS authorized gliders and tow airplanes and related equipment on the Premises. Any aircraft owned or not owned by HSR located on the Premises shall be the sole responsibility of HSR.

**II. TERM OF AGREEMENT.** The term of this Agreement shall commence on April 1, 2022 (“Effective Date”) continuing through March 31, 2023 (the “Term”) unless terminated earlier by the Port pursuant to Section VII of this Agreement. The Port and HRS may agree to renew this Agreement for an extended period if the Port determines it is appropriate to do so after considering relevant facts, including whether HRS has strictly complied with the terms and conditions of all applicable Port ordinances, regulations and policies, now or hereafter in effect, and the terms of this Agreement.

**III. FEES.** A fee of One Thousand Dollars (\$1,000) shall be paid by HRS to the Port within ten days after the date of this Agreement for the privilege of HRS engaging in activities on Airport property permitted by this Agreement (“permitted activities”) during the term of this Agreement.

**3.1 Additional Charges:**

**3.1.1 Maintenance.** HSR shall be responsible to maintain the Premises in good, clean condition at all times, and to do all landscape maintenance on the Premises. HSR shall not maintain or alter the area from the edge of runway south or east 45 feet.

**3.1.2 Utilities.** HSR shall pay all monthly or regular charges for power, water and any other public utilities that shall be used in or charged against the Premises.

**IV. USE RIGHTS AND OBLIGATIONS.** Subject to HRS’ complete performance of the payment, other obligations and the terms and conditions of this Agreement, Port grants HRS the following rights:

- a. The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport, including: non-exclusive use of the runways, taxiways and other airport amenities.
- b. The right to operate a glider organization, including: glider member training, currency flights, flight reviews, check-rides and recreational flights.
- c. The right to tie down up to (12) twelve gliders and one (1) tow plane at one time in the Glider Operations Area, identified on Exhibits B-1 and B-2, which are attached hereto and incorporated herein by reference, using earth anchors as tie downs.
- d. Tie downs for non-HRS owned aircraft parked in the Glider Operations Area will be managed by HRS. Glider owners who park their aircraft in the Glider Operations Area for more than three (3) consecutive days must pay a monthly fee to HRS.
- e. Tie downs will be semi-permanent, auger type tie downs which HRS will be responsible to purchase, install and maintain. Location of such tie downs will be approved by the Port. If at any time, the Port has need to have the tie downs removed, HRS will do so within seventy-two (72) hours of notification of removal from the Port.

**V. OPERATING PLAN.**

**5.1 General Operations.**

- a. All gliders and tow planes shall be operated in conformance with FAA and AGLA regulations and the rules set forth in any Port ordinance, rule or regulation .
- b. The Port or FBO may suspend or restrict Glider Flight Activities at any time for reasons of safety including, but not limited to, weather, construction, firefighting operations, maintenance, etc. whenever they deem such action to be necessary. No person shall engage in Glider Flight Activities that violates any of the terms of such a suspension or restriction.

- c. No person who owns or controls a glider shall store or park the glider in the Restricted Access Areas unless an emergency exists, written permission is obtained from the Port or FBO, or unless permitted by the terms of a concession agreement.
- d. No person shall engage in any form of ground towing to launch a glider at the Airport, other than using a tow plane connected to the glider, unless the person has written permission from the Port or the FBO to do so, or it is permitted by the terms of a concession agreement.

#### 5.2 Glider Support Area.

- a. The Glider Support Area shall be the only Airport area used by Glider Operators for orientation and registration, waiting and observers, and shall be the only Airport area from which customers are moved to the Glider Operations Area by the pilot or support crew.
- b. Unless the Port gives written permission otherwise, the Glider Support Area shall be the only Airport area used by Recreational Glider Pilots, by their glider passengers, and by support crew to orient passengers and support crew and shall be the only Airport area from which Recreational Glider Pilots, their passengers and support crew are moved to the Glider Operations Area by the Glider Pilots or their support crew.
- c. No person shall place any canopies, picnic tables or other items intended for use by persons involved with or observing Glider Flight Activity in the Glider Support Area other than a person who has received written permission to do so from the Port.
- d. No person shall park a motor vehicle within the Glider Support Area unless located at a place designated for public parking by an official sign, or unless the vehicle has been registered with a Commercial Glider Operator and the motor vehicle is parked in a location within the Glider Support Area designated for parking under a Concession Agreement.
- e. Unless the Port gives written permission, all observers of a Recreational Glider Pilot intending to launch a Glider, their passengers and support crew, shall only meet at the Glider Support Area. All passengers, support crew, pilots and visitors may access the Glider Support Area via Orchard Road from the South. No access shall be allowed across airport property from the north.

#### 5.3 Glider Operations Area.

- a. Unless the Port gives written permission otherwise, the Glider Operations Area shall be the only Airport area used by Commercial Glider Operators and Recreational Glider Pilots, glider passengers and persons assisting them to provide a safety briefing, pre-flight orientation, to answer questions about glider launching and flight, and make final preparations for a Glider to be launched.
- b. No person shall remain in the Glider Operations Area after completing a Glider ride longer than necessary to remove the Glider that has landed from the Glider Operations Area, or in the case of passengers longer than necessary to be transported to the Glider Support Area, unless specifically permitted to do so by the FBO or unless the Port gives written permission to do so.

- c. No person shall place any objects within the Glider Operations Area except tow planes, gliders, and equipment necessary for conducting safe glider operations.

#### 5.4 Glider Launching.

- a. Standard Soaring Society of America (“SSA”) procedures now or hereafter adopted applicable to Glider Flight Activity on land shall be used by all glider pilots, and their assistants, before a Glider is launched and after a Glider has landed, including using appropriate hand signals.
- b. No Commercial Glider Operator or Recreational Glider Pilot or person assisting a Commercial Glider Operator or Recreational Glider Pilot to launch a Glider shall launch a Glider when there is a motor vehicle or aircraft in the area that may cause a risk of damage to the Glider or the motor vehicle or other aircraft. Each Glider pilot and person assisting a Glider launch shall assure that a Glider departure will not conflict with aircraft that are taxiing, taking-off or landing.
- c. Each pilot who is towing a Glider to launch it shall announce their departure on UNICOM frequency prior to take-off roll.
- d. Only a tow plane shall be used to launch a Glider, unless the Glider pilot has written permission from the Port or is permitted by the terms of a Concession Agreement, to do so.
- e. No person shall engage in any form of Glider towing prior to launching a Glider at the Airport other than using a tow plane. The use of a golf cart-tow for glider taxi to/from parking and for pre-launch staging is only to be performed by HRS Club members who have been trained and approved by ground crew.

**VI. INSURANCE.** HRS agrees that during the Term of this Agreement HRS will keep the following policies in effect with respect to permitted activities. The policies shall name the Port as additional insured; expressly include Port commissioners, officers, employees, and agents as additional named insured; and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Port at least ten days prior written notice. The insurance shall also expressly provide for the defense of the Port in any action arising out of HRS’s activities at the Airport or pursuant to this Agreement. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by the Port, which approval shall not be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to the Port prior to commencing operations allowed under this Agreement.

6.1 Airport General Liability. HRS shall obtain and maintain minimum coverage of one million dollars (\$1,000,000.00) single occurrence limit with an aggregate limit of \$2,000,000.

6.2 Workers’ Compensation. HRS shall provide the Port with a complete list of all HRS’s employees prior to commencing permitted activities, and promptly provide the Port with an updated list of all HRS’s employees if HRS hires an employee after commencing permitted activities. HRS shall provide workers compensation coverage for HRS’s employees, as required by ORS 656.017. Prior to commencing permitted activities, and thereafter whenever a new

employee is hired by the HRS, HRS shall provide the Port with proof that workers compensation coverage is in effect for all HRS's employees.

6.3 Aircraft Passenger liability. HRS shall obtain and maintain minimum coverage of one million dollars (\$1,000,000.00) aggregate with one hundred thousand dollars (\$100,000.00) per passenger.

## **VII. HRS COMPLIANCE WITH APPLICABLE REQUIREMENTS**

7.1 Compliance Generally. Airport and public safety are of primary importance in the performance of permitted activities. HRS agrees to comply with:

- a. All Federal and State statutes and ordinances whenever enacted; and ordinances, regulations and policies imposed by the Port, which ordinances, regulations, and policies exist now or are promulgated or modified at any time during the term of this Agreement;
- b. All terms and conditions of this Agreement;
- c. Port requirement that any employee, agent or other person in any way affiliated with HRS must possess a valid, appropriate Federal Aviation Administration ("FAA") commercial license when engaging in instruction or other flight activity which requires such a license.

7.2 Compliance with Port Ordinance 23 and Minimum Standards. Prior to signing this Agreement, HRS has received and reviewed a complete copy of Port Ordinance 23 and Minimum Standards including attached Exhibits. HRS acknowledges that all terms are reasonable, and agrees to comply with each provision with both documents as currently enacted or as modified during the Term of this Agreement.

7.3 Compliance with FAA Requirements, Laws and Rules. For purposes of this paragraph 7.3, HRS shall be described as a "Lessee".

7.3.1 Lessee for Lessee, Lessee's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

7.3.2 Lessee for Lessee, Lessee's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of,

or otherwise be subjected to discrimination, (3) that imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

7.3.3 Lessee agrees to comply with all existing and future laws, ordinances and government rules and regulations applicable to Lessee's occupancy and activities at the Leased Premises, including any related to FAA Port airport grant requirements and other FAA requirements, and to comply with any regulations or rules adopted by Lessor.

## **VIII. ENFORCEMENT**

8.1 Procedures. HRS hereby agrees to the following procedures and penalties applicable to enforcement of Port ordinances, regulations, policies and the terms of this Agreement.

8.2 Notice. If the Port alleges a violation of Port Ordinance 23, any other applicable ordinance, regulation or policy and/or breach of any provision of this Agreement, the Port shall notify HRS in writing ("Violation Notice"). A Port Violation Notice shall include a copy of any statement by, or filed with, the Port describing the alleged violation and/or breach. For the first violation and/or breach, or at the Port's discretion, the Violation Notice may state that it is only a warning, with no further Port action to be taken. If action is to be taken, the Violation Notice will set a date, time and place at which HRS may present evidence concerning the violation and/or breach ("Hearing").

8.2.1 Length of Notice. The Hearing date shall be not less than five business days after the date of the Violation Notice. HRS and the Port may mutually agree on a different Hearing date and time than stated in the Violation Notice.

8.3 Hearing. At the Hearing, HRS may deny the violation and/or breach, or explain mitigating circumstances, and may produce relevant evidence. The Port Executive Director or person designated by the Executive Director ("Hearing Officer") shall conduct the Hearing, and consider all evidence presented by HRS, and any other evidence received concerning the violation and/or breach. The Hearing Officer may consult with one or more members of the Port Airport Advisory Committee or the Port Commission about the violation and/or breach before deciding. HRS's failure to appear at the Hearing, or to provide a written denial or explanation prior to the Hearing, will be considered an admission that the violation and/or breach occurred, and consent that the Port may take whatever action the Port deems appropriate as a result. The Hearing Officer's decision about the violation and/or breach and the penalty, if any, shall be in writing ("Enforcement Order"), and shall be final when signed by the Hearing Officer.

### 8.4 Penalties for Non-Compliance.

8.4.1 Legal Remedies. HRS hereby agrees to pay \$250 for each violation of Port Ordinance 23, or any other applicable Port ordinance, as determined by the Hearing Officer, within the sole discretion of the Hearing Officer, as a breach of contract remedy entitling the Port to liquidated damages pursuant to Section VII of this Agreement. If HRS violates any Port ordinance, regulation, rule and/or breaches any term of this Agreement the Port shall also have

the right to enforce any applicable legal remedy allowed under the laws of the State of Oregon including, but not limited to termination of this Agreement or injunctive relief.

8.4.2 Termination of Agreement. HRS hereby agrees that the Port may terminate this Agreement at any time if HRS is found to have breached any condition of this Agreement, or violated any Port ordinance, rule or regulation, after notice and a hearing, as provided herein. If this Agreement is terminated, HRS shall immediately cease all activities theretofore permitted under this Agreement and shall receive a refund of a prorated portion of the fee paid as HRS's sole and exclusive remedy resulting from termination. HRS agrees Port termination of this Agreement shall be a sufficient reason for the Port to refuse to renew this Agreement and to refuse to grant HRS a future operations agreement.

8.4.3 Failure to Comply with Enforcement Order. If HRS fails to immediately comply with any Enforcement Order issued by the Hearing Officer after Notice and Hearing, the Port may use any means allowable under the laws of the State of Oregon to enforce the Enforcement Order.

8.5 Liquidated Damages. Both HRS and Port agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by HRS's failure to comply with this Agreement. HRS and Port therefore agree that, in the event it is established, pursuant to the Enforcement provision of this Agreement set forth in this Section VIII, HRS has breached this Agreement, HRS shall pay to the Port, as liquidated damages, Two Hundred Fifty Dollars (\$250) for each breach, as determined by the Hearings Officer. HRS and Port further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Port due to the specified breach of this Agreement. HRS also agrees that nothing in this Section is intended to limit Port's right to obtain any other applicable remedy under the laws of the State of Oregon.

**IX. ADVERTISING.** HRS shall not display any advertising, including signs or banners, on Port property, other than on HRS's vehicles or aircraft, without Port's prior written consent.

**X.**

**XI. VEHICLES AND AIRCRAFT.** Prior to commencing permitted activities HRS shall provide the Port with a complete list of vehicles (make, model, and license plate number, when applicable) and aircraft (type, "N" number", ownership) HRS will use for permitted activities. If HRS uses a different motor vehicle or aircraft during the term of this Agreement HRS shall promptly notify the Port and identify that motor vehicle or aircraft. No vehicles or aircraft other than HRS permitted vehicles may be used on the Premises without prior written Port permission.

**XII. INDEMNIFICATION.** HRS agrees to release, indemnify and hold harmless the Port and its Commissioners, agents, officers, employees, and successors from and against any and all liability, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or caused to, the Port by reason of loss or damage to any property or injury to, or death of, any person arising from or by reason of HRS's use of the Airport. HRS shall further indemnify and hold harmless the Port from and against any and all claims, costs and expenses

arising out of any act or omission of HRS or of HRS's agents, employees, contractors, partners, or invitees; and from and against all costs, attorney fees, expenses and liabilities incurred by the Port as the result of any such use, conduct, activity, work, things done, permitted or suffered, breach, default or negligence, including but not limited to the defense or pursuit of any claim or any action or proceeding resulting therefrom. In case any action or proceeding is brought against the Port because of such matter, HRS, upon notice by the Port, shall defend the same at HRS's cost. The Port need not have paid any such claim to be so indemnified. HRS, as a material part of the consideration to the Port, states that it hereby assumes all risks of theft, loss, injury, damage or destruction of HRS's property or injury to HRS, or HRS's agents, contractors, employees, invitees, clients, partners, and successors in, upon or about the Airport arising from any cause and HRS hereby waives all claims in respect thereof against the Port.

**XIII. FORCE MAJEURE.** HRS agrees that the Port shall not be liable for failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever caused by or resulting from any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, pandemic, civil disturbance, war or any other cause beyond its control.

**XIV. WAIVER.** One or more waivers of any covenants or conditions of this Agreement by the Port shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Port to any act by HRS requiring Port's consent or approval shall not be construed as consent or approval to any subsequent act by HRS, unless the permission so states.

**XV. BINDING ON EMPLOYEES.** The terms and conditions of this Agreement shall be binding on HRS and HRS's employees, contractors, agents, tenants, and any entity or person affiliated in any way with HRS.

**XVI. NO ASSIGNMENT.** HRS agrees not to assign or in any manner transfer any rights granted by this Agreement without the previous written consent of the Port, which the Port may grant or withhold in the Port's sole discretion.

**XVII. NOTICE.** Any notice, request, consent, approval, demand or other communication to be given, made or provided for under this Agreement shall be in writing and deemed to be fully given by its delivery personally to the person or persons specified below or one day after actual receipt after being sent by certified mail, return receipt requested, to the following addresses, or to such other addresses or to the attention of such other persons as any party hereto shall hereinafter specify by written notice to the other party.

If to Port:  
Port of Hood River  
Attn: Michael McElwee  
Executive Director  
1000 Port Marina Drive

If to HRS:  
Hood River Soaring  
Attn: Ron Montague  
President  
1640 4<sup>th</sup> Street



**XVIII. ENTIRE AGREEMENT.** This Agreement, including all other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement.

**XIX. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**XX. COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall have the same force and effect as an original.

**XXI. SEVERABILITY.** In the event that any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the enforceable portions of any such provision and of remaining provisions shall not be adversely affected.

**XXII. AUTHORITY TO EXECUTE.** Each of the persons executing this Agreement represents and warrants that they he/she have the authority to execute this Agreement on behalf of, and to bind, the entity they purport to represent, and agrees to indemnify and hold the other party harmless in the event such authority is found lacking.

**XXIII. ADVICE OF COUNSEL.** In signing this Agreement, the parties hereto acknowledge that they have sought and obtained, or waived the opportunity to obtain, advice of counsel as to any and all matters contained in this Agreement, and that they fully understand and agree with the obligations and other matters contained herein.

**XXIV. AMENDMENTS IN WRITING.** This Agreement may not be modified, amended, altered or supplemented except by a writing executed by all parties to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

HOOD RIVER SOARING

PORT OF HOOD RIVER

\_\_\_\_\_  
Ron Montague, President

\_\_\_\_\_  
Michael McElwee, Executive Director

Exhibit A-1  
Premises



Exhibit B-1  
Glider Operations Area & Glider Support Area

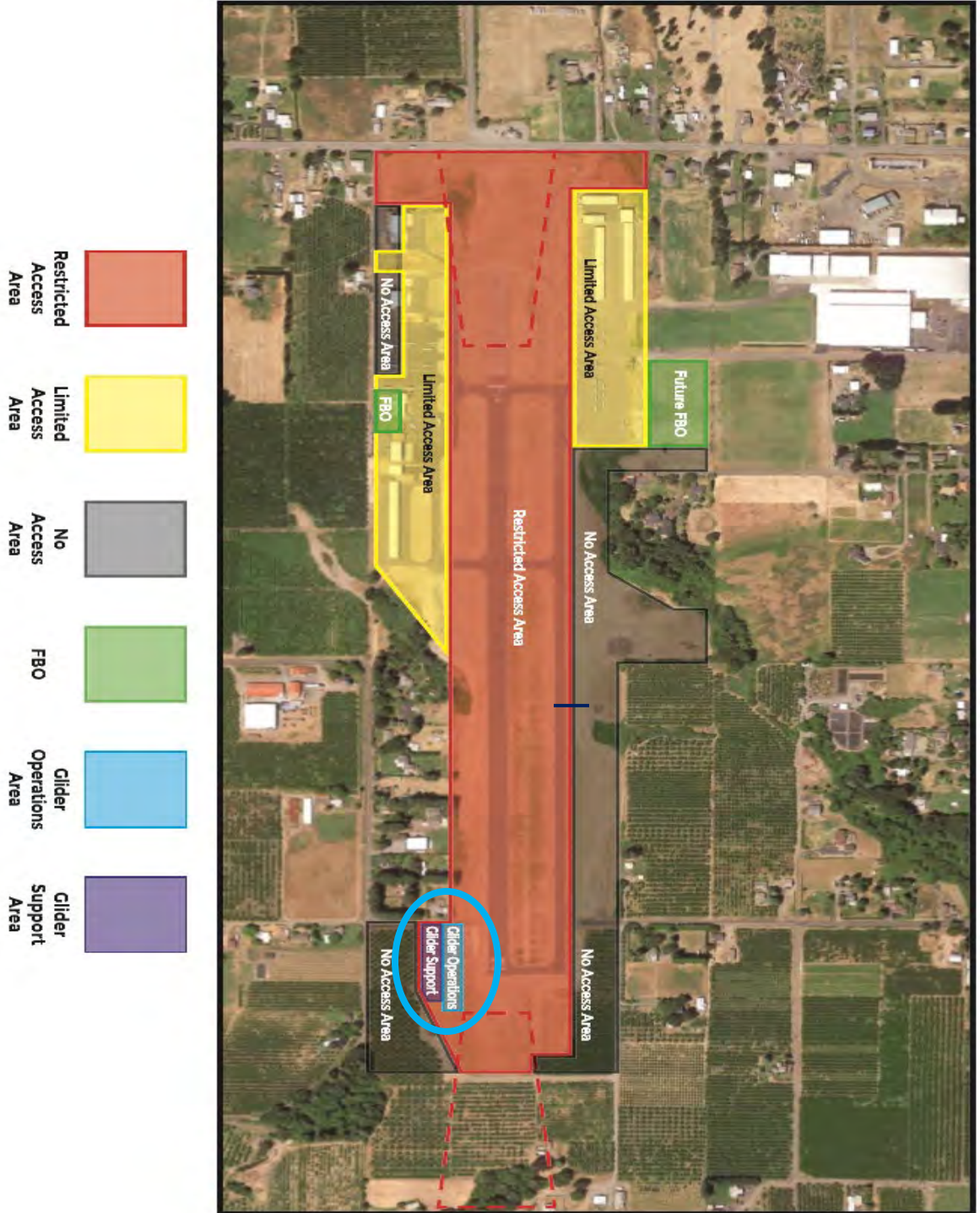


Gliders Operations  
Area



Glider Support  
Area

Exhibit B-2



# Commission Memo



Prepared by: Michael McElwee  
Date: March 15, 2022  
Re: Check Signatory Authorization

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The attached resolution updates the authorized check signatories for the Port's accounts at Columbia State Bank.

A list of signatories, authorized by the Port Commission, is required by bank rules and financial controls. It is typically updated annually with new Commissioner roles, but it also necessary now with the delay in hiring a new Chief Financial Officer.

**RECOMMENDATION:** Approve Resolution 2021-22-5 approving check signing authorization with Columbia Bank.

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**RESOLUTION NO. 2021-22-5**

Resolution Approving Check Signing Authorization

**WHEREAS**, the Port of Hood River Port Commission is authorized under ORS 777.405 to authorize persons to sign and countersign checks on behalf of the Port; now therefore

**BE IT RESOLVED:**

1. Two Commissioners of the Port of Hood River, one being the Treasurer, the Executive Director and a designee are signatories duly authorized to sign checks on the Port’s behalf.
2. The current signors are as follows:  
  
Michael McElwee – Executive Director  
Fred Kowell – Chief Financial Officer  
Hoby Streich – Commissioner  
David Meriwether – Commissioner
3. By this resolution, the signatory authority of former Port Commissioner David Meriwether and Commissioner Hoby Streich is terminated.
4. By this resolution, the Port authorizes Commissioner Kristi Chapman and Commissioner Heather Gering, Treasurer, and Deputy Executive Director Genevieve Scholl to act as authorized signatories on the Port’s behalf.
5. This resolution updates any previous resolution authorizing signature authority on checks issued against Port of Hood River bank accounts.

**ADOPTED BY THE BOARD OF COMMISSIONERS** this 15<sup>th</sup> day of March 2022.

\_\_\_\_\_  
Ben Sheppard

\_\_\_\_\_  
Kristi Chapman

\_\_\_\_\_  
Heather Gehring

\_\_\_\_\_  
Hoby Streich

\_\_\_\_\_  
Michael Fox





# Commission Memo



Prepared by: Michael McElwee  
Date: March 15, 2022  
Re: CFO Recruitment

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As the Commission is aware, the candidate who had accepted an offer to fill the vacant Chief Financial Officer position withdrew on March 1. It is necessary to immediately re-start the search process to fill this extremely important position at the Port.

The Commission should be aware that the current hiring environment is very challenging. This is especially true for executives with experience in government finance. In addition, the Gorge is a small market with a high cost of housing, and the Port's CFO must assume a wide variety of significant responsibilities including some, such as tolling operations, that are unique.

The prior search process was carried out with the assistance of Duffy Group. In consultation with President Sheppard, I have interviewed two firms that do more traditional executive searches:

- Prothman (<https://www.prothman.com/>) is one well known regional firm that has extensive experience in executive searches. However, their approach is much like that conducted by the Duffy Group.
- Jensen Strategies (<https://www.jensenstrategies.com/>) provides a robust range of skills and experience, coupled with extensive reach in the public sector and a more traditional, hands-on, executive search capabilities.

**RECOMMENDATION:** Authorize contract with Jensen Strategies, Inc. for recruitment services associated with the vacant Chief Financial Officer position not to exceed \$20,000.

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# Chief Financial Officer Recruitment Proposal

Prepared for:

Port of Hood River



March 11, 2022

By:



March 11, 2022

Michael S. McElwee  
Executive Director  
Port of Hood River  
1000 E. Port Marina Dr.  
Hood River, Oregon 97031

Dear Mr. McElwee,

Thank you for the opportunity to submit a proposal to conduct the recruitment for the Port of Hood River CFO.

There are several factors that set Jensen Strategies apart from other recruitment firms:

1. We are the only private Oregon firm that specializes in executive recruitments for city and county local governments.
2. Key members of our recruitment team are former public administrators, including former Finance Managers, that bring a depth of understanding to the positions we are recruiting.
3. We know Oregon recruitment, public meetings, and public records law to help our clients avoid unnecessary hiring process liabilities.
4. Our firm works regularly with Oregon jurisdictions on a variety of projects such as facilitation, collaborative decision-making, strategic planning, organizational development, mediation, and policy analysis. Through this work, we stay current on issues facing Oregon local governments and we understand their challenges.
5. Our firm works and communicates with local government officials across the state so we are well connected to identify and vet potential candidates that may be the best fit for our recruitment clients.
6. We treat our candidates with dignity and respect throughout our recruitment processes.
7. Jensen Strategies is a State-certified Emerging Small Business (ESB) # 9880.

We appreciate the opportunity to submit our proposal to assist Port of Hood River with this recruitment. We look forward to partnering with the Port on this important search.

We certify our firm is able to perform all work as outlined in this scope of work. The terms of our proposal are valid for 90 days. Please do not hesitate to contact me with any questions or requests for additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Erik Jensen', followed by a long horizontal line extending to the right.

Erik Jensen

Principal

Jensen Strategies, LLC

(503) 477-8312

[erik@jensenstrategies.com](mailto:erik@jensenstrategies.com)

# Scope of Work

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## **Phase 1: Process Refinement / Approval**

- 1.1** The consultant will begin the recruitment by meeting with the Executive Director and/or other Port staff representative(s) via Zoom to refine the project scope. The proposed process and timeline will be amended as necessary, respecting any scheduling considerations or special requests. This initial phase will also include collaboration to define the geographic and professional breadth of the recruitment.

*Consultant Deliverables: Meeting via Zoom with the Executive Director and/or other Port staff, finalize project scope and timeline, geographic and professional refinement.*

## **Phase 2: Candidate Profile Development**

- 2.1 Background Research:** The consultant will gain familiarity with any relevant documents, including any existing position description materials.

*Consultant Deliverables: Review of key documents, including any existing position description materials.*

- 2.2 Initial Candidate Profile Draft:** Input for the candidate profile will be gathered through the Port's job description, Commission/member, key staff interviews, and/or an online internal survey. Drawing upon the input gathered, the consultant will develop a draft candidate profile containing the knowledge, skills, abilities, education, and work experience desired for the CFO position, as well as other traits such as professional approach and management style.

*Consultant Deliverables: Up to 12 Port Commission and staff Zoom interviews, an online internal survey, and candidate profile initial draft.*

- 2.3 Profile Finalization:** The consultant will verify and finalize the candidate profile, via email and/or phone, with the Executive Director before moving forward to the advertisement phase.

*Consultant Deliverables: Phone and/or email communications with Executive Director and/or other Port representatives to finalize the candidate profile draft. Final draft of candidate profile.*

### **Phase 3: Position Advertisement**

- 3.1 Recruitment Brochure Development:** The consultant will develop a professional, comprehensive recruitment brochure designed to attract the highest quality applicants. Organization-specific information will be incorporated into the brochure, including an overview of functions/services, staff size, budgetary information, and current challenges and priorities. Community information will also be added, including a description of the surroundings with quality of life details. The brochure will include position compensation information, including salary and benefits package, as well as information on how to apply for the position and the recruitment timeline.

*Consultant Deliverables: Development of one recruitment brochure in PDF format.*

- 3.2 Position Advertisement:** The consultant will execute a comprehensive position advertisement process designed to attract a variety of qualified and well-suited candidates. The approach will be multi-faceted, and will include advertising the position on high-profile websites, within professional publications and periodicals, and in other forums as appropriate. The consultant will also directly contact qualified professionals within professional networks to encourage their consideration of the opening and/or identify other potential candidates.

*Consultant Deliverables: Multi-faceted advertisement approach. Proactive contact of qualified financial professionals.*

### **Phase 4: Screening of Candidates**

- 4.1 Initial Application Screening:** Candidates will be asked to provide a resume, a cover letter, and a Jensen Strategies supplemental questionnaire. The consultant team, including former public finance managers, will review the applications relative to the official position profile.

*Consultant Deliverables: Preparation of application. Initial application screening.*

- 4.2 Preliminary Zoom Screenings:** Based on the results of the initial screening, the consultant will conduct preliminary Zoom interviews with up to 10 candidates who best fit the candidate profile, as well as any veterans who meet the position's minimum qualifications (as required by law). Interviews will be conducted by former public finance managers.

*Consultant Deliverables: Preliminary Zoom interviews with up to 10 candidates.*

**4.3 Delivery of Application Materials / Recommendation of Candidates:** Subsequent to Tasks 4.1 and 4.2, the consultant will identify up to ten candidates who are most likely to meet the Port’s needs and succeed in the position. These candidates will be highlighted on an applicant matrix that will present the details and disposition of all applications received during the process. The matrix, along with all received application materials, will be securely delivered to the Port. The consultant will meet with the designated Port representative(s) by Zoom to discuss the candidates and offer recommendations for final selection.

*Consultant Deliverables: Identification of recommended candidates. Secure delivery of summary application matrix and all received application materials. Zoom meeting with Port to discuss applicants.*

**4.4 Port Review of Applications, Finalist Interviews and Selection:** The Port will review the application materials, consider the consultant’s candidate recommendations, and determine which candidates will proceed to the finalist stage, giving due consideration to relevant veterans preference requirements and other hiring regulations.

It is assumed the Port staff will proceed with its traditional hiring process from this point without further consultant-facilitated processes. However, the consultant will remain available for advice and any inquiries about the process to date.

It is the consultant’s understanding that the Port will vet their selected finalist(s) through individual interviews with the Executive Port Director, followed by a staff panel interview, and a second interview with the Executive Port Director.

*Consultant Deliverables: Available for consultation as needed.*

All recruitment tasks after #4.3, including any and all finalist interviews, background checks, reference checks, selection, and negotiations, will be the responsibility of the Port unless otherwise agreed.



## Proposed Timeline

*The following schedule is only a sample time frame. The consultant will work with the Port to develop a schedule that meets its needs.*

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| Date        | Actions  |
|-------------|--|
| Week 1      | Start-up meeting with Port to finalize scope and timeline  |
| Weeks 2 - 3 | <ul style="list-style-type: none"><li>• Commission and Staff Interviews</li><li>• Internal survey</li><li>• Review of Position Materials</li></ul> |
| Week 4      | Initial candidate profile draft and finalization   |
| Week 5      | Recruitment brochure development   |
| Weeks 6 - 9 | Position advertisement   |
| Week 10     | Application screening  |
| Week 11     | Preliminary Zoom interviews with consultant  |
| Week 12     | Recommendation and selection of finalists  |

# Project Budget

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Professional Fee: Jensen Strategies' professional fee for this recruitment is **\$19,000**. This fee includes all staff time, meetings and communication with the Port, preparation of documents and advertisements, candidate profile development, application screening, interview facilitation, and other tasks included in the scope of work.

Direct Expenses: Expenses are the responsibility of the Port and will total no more than **\$4,500**. These expenses are "pass-through" and the consultant is waiving any associated administrative costs for this recruitment. Though we tailor each recruitment to our clients' individual needs, expense items typically include:

- Fees for advertising the position online and in publications (typically less than \$2,000)
- Material printing (typically less than \$150)
- Graphic art design (typically less than \$1,000)
- Consultant travel costs including mileage (charged at current IRS rate), lodging, and per diem (typically less than \$1,000)

Jensen Strategies will submit invoices to the Port on a monthly basis for services rendered, with payment due in 30 days.

## PROFESSIONAL LIABILITY INSURANCE

Jensen Strategies carries a professional liability insurance policy through The Hanover Insurance Group in the amount of \$2 million.

## Recruitment Experience

*Jensen Strategies has conducted, or is currently conducting, national recruitments for the following clients and positions.*

|                          |  |
|--------------------------|--|
| City of Seaside, OR      | City Manager (currently recruiting)  |
| City of Stayton, OR      | City Manager (currently recruiting)  |
| City of Estacada, OR     | City Manager (currently recruiting)  |
| City of Warrenton, OR    | City Manager (currently recruiting)  |
| City of Fairview, OR     | City Manager (2022)  |
| City of Hood River, OR   | City Manager (2021)<br>Building Official (2018)  |
| City of Scappoose, OR    | City Manager (2021)<br>Finance Administrator (2022)<br>Police Chief (2022)   |
| City of Sheridan, OR     | City Manager (2021)  |
| City of Carlton, OR      | City Manager (2021)  |
| City of North Bend, OR   | City Administrator (2020)  |
| City of Sisters, OR      | City Manager (2017)  |
| City of Cannon Beach, OR | City Manager (2017)<br>Community Development Manager (2018)<br>Emergency Manager (2018)                                  |
| Washington County, OR    | Chief Human Resources Officer (2020)<br>Benefits and Leave Manager (2020)<br>Employee and Labor Relations Manager (2021) |

# References

*Jensen Strategies has the honor of being recommended by:*

---

**Mayor Kate McBride**

City of Hood River

211 2nd Street

Hood River, OR 97031

541-490-4813

[k.mcbride@cityofhoodriver.gov](mailto:k.mcbride@cityofhoodriver.gov)

**Rachael Fuller**

Former Hood River City Manager

503-926-3349

[rachaelfuller@gmail.com](mailto:rachaelfuller@gmail.com)

**Eva LaBonte, Chief Human Resources Officer**

Washington County

155 N. First Avenue

Hillsboro, OR 97124

503-618-2346

[Eva\\_LaBonte@co.washington.or.us](mailto:Eva_LaBonte@co.washington.or.us)

**Nolan Young**

Former Fairview City Manager

3447 Royal Crest Drive

The Dalles, OR 97058

541-300-0551

[nyoung@gorge.net](mailto:nyoung@gorge.net)

**Christy Martinez, Assistant City Manager**

City of Carlton

191 E. Main Street

Carlton, OR 97111

503-852-7575

[cmartinez@ci.carlton.or.us](mailto:cmartinez@ci.carlton.or.us)

**Mayor Jessica Engelke**

City of North Bend

835 California Avenue

North Bend, OR 97459

541-756-8500

[jengelke@northbendcity.org](mailto:jengelke@northbendcity.org)

## Team Profiles

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### Erik Jensen, Principal

Erik Jensen is the Principal and Founder of Jensen Strategies, LLC. He established the firm in 2012 after serving over 20 years as a public administrator, project manager, and public affairs consultant in Oregon and Washington. Erik has led numerous processes helping Northwest organizations navigate future policy and operational planning as well as recruiting upper-level public managers.



Erik has assisted local governments and public policy organizations to set strategic courses of action for current and future decision-making. As a seasoned facilitator, strategic planner, recruiter, and organizational and public policy development expert, he has led significant initiatives for numerous entities including cities, counties, and professional organizations. These projects have included upper-level recruitments, city council retreats, strategic planning processes, community vision action planning, organizational assessments, committee facilitation, and public policy feasibility studies.

As an experienced facilitator and trained mediator, Erik has helped clients build partnerships and reach consensus among diverse interests. Erik believes the best policy and organizational development initiatives are objective, inclusive, well informed, and lead to tangible outcomes. He emphasizes the importance of balancing community and organizational interests, involving key stakeholders, and ensuring the process is well informed to build sustainable results.

Before forming Jensen Strategies, Erik was the Administration Department Director for the City of Hillsboro overseeing several organization-wide functions including city-wide projects (e.g., visioning, strategic planning, sustainability), legislative relations, community and media relations, and franchise management. Earlier, as a project manager for the same department, he led external and internal policy initiatives such as development and implementation of the international award-winning Hillsboro 2020 Vision. He led the process to develop the City's first operational strategic plan. Prior to the City of Hillsboro, Erik was a public affairs consultant with another firm where he facilitated public engagement processes for large, high-profile projects such as Portland CSO Program, and Oregon Arena Project. He has also held staff positions at the Oregon Legislature and political campaigns.

Erik has a Bachelor of Arts degree in Political Science from Lewis and Clark College and a Master of Public Administration degree from the University of Washington. He is a member of the International City/County Management Association (ICMA) and the Oregon City/County Management Association (OCCMA). Erik currently serves on the Alumni Boards of Lewis and Clark College and Shattuck/St. Mary's School (Faribault, MN).

## Amelia Wallace, Associate

Amelia Wallace, Associate, has been with Jensen Strategies since the Fall of 2020 providing recruitment support, facilitation, policy analysis, and product development for clients. She earned her Master of Public Administration (MPA) from the University of Washington Evans School of Public Policy & Governance in Seattle with a concentration on public financial management, local government service, and policy analysis.



Amelia is from the Tennessee Valley and earned her bachelor's in Politics with Honors from Oberlin College in Ohio. She started her career with three cycles of campaign organizing for local and statewide elections. While happily retired from campaigns, her experience organizing and training maintains her passion for civic engagement and community development. She also served as an AmeriCorps member building partnerships and running youth biking safety and Safe Routes to School programs.

While in Seattle, Amelia immersed herself in a variety of professional and academic activities. In her work, she served as the graduate intern for the City of Seattle Department of Transportation Curbside Management team providing parking policy research, supporting COVID-19 business relief efforts, and coordinating neighborhood engagement and communication about new Link light rail stations. In her final consulting project for her degree, she worked with the Seattle Office of Civil Rights to develop qualitative analysis data as part of the City's Race and Social Justice Initiative. Outside of class, she led the local University of Washington International City/County Management Association (ICMA) student chapter which offers an assortment of professional development events and networking opportunities including conferences and paid fellowship opportunities to support students' work with small cities across Washington state.

In her free time, Amelia loves being outside, whether that is hiking, doing yardwork, or learning about trees and plants. As a longtime craft "beertender," Amelia loves living in the Pacific Northwest and exploring new brews while enjoying her newfound love of Sounders soccer.

## Emily Rehder, Operations Manager

Emily Rehder is the Operations Manager for Jensen Strategies, LLC . She manages office operations, directs project support, coordinates marketing efforts, leads graphic design work, and oversees the firm's online presence including the website and social media.

Emily's experience as an office manager stems from running a successful supplemental education center for 11 years. Emily holds a Bachelor's of Arts degree in American Studies from UC Berkeley with an emphasis on Minorities in Education.

Originating from Garden Grove, CA, Emily moved to Oregon over a decade ago and enjoys the seasons and the beauty that the Pacific Northwest offers. She enjoys spending time with her family and dog, Lucy, traveling, reading, hiking, swimming, and wine tasting at all of the amazing Oregon wineries.



## Ellen Conley, Of Counsel

Ellen Conley is Of Counsel with Jensen Strategies specializing in public manager recruitments, public finance, policy analysis, and executive management recruitment. She began working with the firm in 2014 and assists clients with recruiting public executives and high level financial and policy analysis. She also advises clients on human resource issues and processes.



Ellen is the former Assistant City Manager for the City of Hillsboro where she oversaw multiple departments including Finance, Human Resources, Information Services, Parks & Recreation, and Library. Prior to Hillsboro, she was a Deputy County Administrator for Washington County with administrative responsibilities for the Departments of Land Use & Transportation, and Assessment & Taxation. In addition, she was charged with the development of the County's annual \$500 million budget. She has also held the positions of Assistant Finance Director and Administrative Analyst in other local government jurisdictions. Ellen has a Bachelor of Business Administration from Oregon State University and Master of Public Administration from Lewis and Clark College.

When Ellen isn't working, she enjoys the serenity of the outdoors around her rural Montana home. She spends her leisure time hiking, horseback riding, and rafting with her husband Doug and their two dogs.





## **Isaac E. Dixon, PhD. SPHR**

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Isaac E. Dixon is the President of Vista HR Consulting and brings more than three decades of experience in the HR field to projects for his clients. He possesses in depth experience in the areas of recruitment and retention, employee and labor relations, coaching and performance management as well as diversity, equity and inclusion.

He served as the Associate Vice President for Human Resources at Portland State University and the AVP and Director Human Resources at Lewis and Clark College in Portland, Oregon.

Prior to moving into the world of higher education Isaac employed in HR for organizations such as Providence Health and Services, GE Capital, Pitney Bowes Financial Services and NIKE. He also served in human resources roles in federal, state and local government agencies.

Isaac received his BS degree in Business Administration at Warner Pacific College. He received his Masters of Arts degree at Marylhurst University in the Interdisciplinary Studies and his doctorate at Capella University in Organization and Management with an emphasis in Human Resources. He is an adjunct faculty member teaching HR related subjects at both Portland State University.

Isaac served on the board of directors of the College and University Professionals HR (CUPAHR) and the TIAA-CREF Advisory Council. He also served on the boards of the Society of Human Resources as well as the Human Resources Certification Institute.

He also believes in community service having served on the Oregon Commission on Black Affairs (appointed by the Governor), the City of Portland Fair Housing Committee (served as the chair), Board of Directors of the Urban League of Portland (2 terms as chair of the board), the Board of Governor's of the Oregon State Bar Association (public member), and the Portland Community College Foundation Board.

He lives in Portland with his wife Lauri and their menagerie of pets.

## Dave Waffle, Consultant

Dave Waffle is a retired City Manager with more than 45 years of municipal management experience.

His most recent positions include Interim Assistant City Manager and Assistant Finance Director for the City of Beaverton, Oregon. Prior to joining Beaverton, Dave served as city manager for six Oregon and Wisconsin cities. In retirement, he serves as a volunteer Senior Advisor to the Oregon City/County Management Association (OCCMA), providing support for local government managers and administrators.



He is known for his collaborative approach to intergovernmental relations, community development activities, community engagement best-practices, government ethics and public finance knowledge. He led many regional committees (e.g., solid waste, libraries & broadband services), several statewide advisory committees (e.g., finance, small cell telecommunications) and local government professional organizations in Wisconsin and Oregon. Locally, Dave was in leadership positions for Oregon's Tualatin River basin with the Tualatin River Watershed Council, Clean Water Advisory Commission and the Tualatin Riverkeepers. While City Manager, he helped the City of Cornelius, Oregon gain the Health and Community Services Award from the International City/County Management Association (ICMA) in 2010 for a community engagement project expanding recreation and health services for families who have disabled children. He now serves Cornelius as the chair of their Planning Commission.

He holds a master's degree in Public Affairs from the University of Oregon and a bachelor's degree from Michigan State University. He is a Life Member of ICMA and OCCMA.

# **Sample Recruitment Brochure**

**CITY MANAGER**  
City of Hood River, Oregon



# CITY MANAGER

Salary range \$130,000 - \$160,000 annually  
*Plus excellent benefits*



## THE COMMUNITY

The City of Hood River, Oregon (population 8,565), seat of Hood River County, is located in the heart of the beautiful Columbia River Gorge National Scenic Area. Situated at the confluence of Hood River and Columbia River, just 30 miles north of Mt. Hood, the surrounding area offers a plethora of outdoor recreational sports activities including windsurfing, kayaking, mountain biking, hiking, fishing, golf, and hunting. Within the city, diverse culinary establishments, breweries, wineries, performing arts, and public art provide an appealing urban environment for residents and visitors. Proximity to the Portland metropolitan region also offers access to larger city amenities.

In addition to the beautiful environment, outdoor recreational opportunities, and the small-town character, there are many other local attractions bringing visitors to the area such as the renowned "Fruit Loop," a 35-mile scenic drive through orchards, forests, farmlands, and wine country. Annual festivals, such as the Hood River Blossom Festival and Hops Fest, as well as concerts, and sporting events attract tourists to the region.

Hood River has a quaint, yet vibrant feel, where residents are friendly and welcoming. It is a racially and culturally diverse community with 25 percent of residents representing Hispanic, Black, Asian, and indigenous populations. Residents have strong community pride, and many are active in their community. Families enjoy a high quality of life with a low crime rate, good schools, strong local economy, and excellent healthcare. In 2014, Livability.com named Hood River the fourth best small town in the nation in which to live.



### POPULATION

8,565

### BUDGET

\$54 Million

### FTE POSITIONS

70.1

### CITY DEPARTMENTS

Administration

Finance

Fire

Planning

Police

Public Works

Building

Engineering

Parks

Roads

Stormwater

Wastewater

Water

### COMMUNITY

Beautiful Natural Environment

National Scenic Area

Outdoor Recreation

Moderate Climate

Small-town Environment

Diversity

Agriculture

Active Tourism

Community Pride

Civic Involvement

Community outdoor recreation space in the City adds to the active and family-friendly ambience with 16 City-owned parks as well as other parks operated by Hood River Valley Parks and Recreation District, Hood River County, and the Port of Hood River. The climate is moderate, experiencing all four seasons with mild winters and warm summers.

## THE ORGANIZATION

The City of Hood River employs a council-manager form of government with the City Manager appointed by the City Council. The Mayor is elected at-large for a two-year term and six Councilors are elected at-large for four-year terms. The City of Hood River, a full-service city, is comprised of six departments including Administration, Finance, Fire, Planning, Police, and Public Works (building, engineering, parks, roads, stormwater, wastewater, water). The City employs 70.1 full-time employees, and its 2021-22 budget is \$54 million. In addition, the Urban Renewal Agency budget is \$7.9 million. Note: the current Fire Chief is retiring, and a recruitment process is underway. The next City Manager will be making the final candidate selection.



## THE POSITION

Under the collective direction and supervision of the City Council, the City Manager serves as the chief administrative officer of the city government and is responsible for implementing the policies enacted by the Council. The City Administrator assumes full leadership and accountability for all City operations, provides professional and expert guidance, spearheads long-term planning efforts, oversees implementation of the [City Council annual workplan](#) and serves as a critical link between the policy-making and operational functions of the City.

## THE IDEAL CANDIDATE

The ideal candidate possesses and has demonstrated the following attributes:

- **Strong leadership and management abilities** to provide clear direction, effectively manage multiple departments and initiatives, develop and inspire staff, and build a professional, high-functioning organization. An ability to envision and facilitate organizational change to meet contemporary service delivery needs and efficiencies is important. As a leader, an ability to help the organization envision, plan, and address long-term challenges is essential. Experience in working with unions is helpful. An ability to effectively plan for and address long-term growth is essential. The City Manager should value and practice teamwork, collaboration, transparency, equity, inclusivity, and accountability with staff.
- **Demonstrate responsiveness, accessibility, inclusivity, and collaboration working with the City Council** as the City's policy making body. Be proactive and effective in communicating and addressing policy or other issues important to the Council. An ability to communicate with verbal and written clarity is expected. Maintaining collaborative relationships with all Council members through regular and detailed communication is expected. Enable and facilitate effective and informed Council decision-making processes. Be actively aware of the City's operations and legal obligations. The City Manager should provide expertise to assist the City Council in fulfilling their governing body role.



- **Experience in community development planning** to address growth and maintain long-term quality of life goals. The City Manager should have experience in planning and implementing successful long-term initiatives to revitalize communities. Familiarity with housing affordability, accessibility, and supply issues will be helpful to inform and lead policy development in these areas. Understanding of Oregon land use planning, smart growth, and environmental sustainability is desired. An ability to facilitate community development initiatives with collaboration, inclusivity, and transparency is essential.
- **Ability to maintain, strengthen, and expand the City's community engagement** approaches that foster inclusive community involvement particularly with underrepresented communities. Use approaches that support, facilitate, and encourage citizen engagement in city decision making, and uphold the principles of transparency, inclusion, and public participation. The City Manager should also be engaged, visible, and active in the community respecting of all perspectives, open-minded, a listener, and approachable by all citizens. A commitment to accessibility, transparency, openness, and timeliness, when communicating with all individuals or groups is important. Employing an even-handed approach to differing views and interests will be critical.
- **An appreciation and understanding of the principles and issues related to racial and social equity** is imperative. Experience in operational and policy development approaches that cultivate greater racial and social equity within the City organization and with the community is desired. Demonstrated experience building community engagement relationships with underrepresented communities and managing departmental equity assessments and trainings is helpful.
- **Strong public finance skills** are important and experience with Oregon budget laws and requirements is helpful. The City Manager is expected to be able to take a comprehensive financial planning approach that integrates with City's long-term workplan.
- **Knowledge and experience in infrastructure planning, maintenance, construction, and funding** to manage current and planned sewer, stormwater, water supply, and transportation projects is important. Experience in public facilities' planning and management is essential. The City Manager must have an understanding and ability to engage community and inter-governmental interests in project planning and implementation. Familiarity with energy sustainability approaches and other measures to reduce contributions to climate change is desired.

- **An ability to foster and maintain collaborative and effective intergovernmental working relationships** including with state, peer local governments, and other public service providers to identify and take advantage of mutually beneficial cooperation opportunities. The City Manager needs to be able to navigate complex roles and responsibilities related to public services between agencies.
- **A genuine appreciation** for the unique attributes that make Hood River a friendly town with a strong sense of community. The City Manager should appreciate and embrace these attributes and be an active member of the community.
- **Understanding of the Council-Manager form of government** and the proper roles of bodies and individuals within such governments. Help ensure the City Council, staff, and advisory bodies are all operating effectively with each other and within legally defined roles.

## POLICY PRIORITIES

The City Manager will be expected to support, facilitate, and/or implement the following policy priorities for the City:

- **Housing and Community Development**

Over the last several years, the City Council has prioritized and worked toward addressing the lack of housing supply and diversity in the community. Expanding the accessibility and attainability of housing for residents and workers is an ongoing commitment for the City. Specifically, providing affordable housing options is a central policy area the City Manager will be expected to facilitate and champion. The City is currently seeking to promote and foster development of low- and middle-income housing including the Rand Road housing project. The City also has several active Urban Renewal Districts and is considering additional designations to address growth needs.

- **Diversity, Equity, and Inclusion**

In August 2020, the Hood River City Council passed Resolution 2020-13 for Racial and Social Equity.





The resolution supports systemic change toward eliminating instances of bias and racial/social equity barriers in City programs and services. It also commits the City to eliminating racial and social inequities within the staff, volunteers, and elected officials. The next City Manager will be expected to embrace the tenets and intent of the resolution. In addition, the Manager will need to lead the City's efforts toward tangible and meaningful progress in this area.

#### • **Infrastructure Improvement Projects**

The City is currently planning and implementing a broad range of major sewer, stormwater, water, and streets projects to update systems and address growth issues. The next City Manager will oversee and help obtain financing for \$50 million of planned sewer/stormwater system improvement projects as well as other infrastructure needs such as streets and water supply. These projects include updates to the wastewater treatment plant, pre-treatment approaches with businesses, a \$6.7 million waterfront stormwater system update, as well as replacing all leaded pipe joints. There are also road and intersection improvements in progress. The City Manager will be expected to lead efforts to address downtown parking issues working with businesses and residents.

#### • **Community Engagement**

The City of Hood River places great importance on community engagement. It will be important for the next City Manager to continue this priority while striving to increase inclusivity, and equity in citizen participation with the City. The City Manager will be expected to promote, foster, and enhance community outreach, particularly to engage underrepresented communities. In addition, ensuring community awareness and engagement in key policy decisions and major projects will be important.

### **EDUCATION/EXPERIENCE**

A Bachelor's degree in Public Administration, Planning, Political Science, or a related field, and at least five years of upper-level local government management experience is required. An advanced degree in Public Administration or a related field, and at least ten years of increasingly responsible experience. Experience and/or training in housing policy, community engagement, public infrastructure management, and union relations is desired.



## **RECRUITMENT PROCESS**

### **Applications Due**

July 28, 2021

### **Online Video Semi-Finalist Interviews**

Week of August 2, 2021

### **Finalist Interviews and Selection**

Week of September 6, 2021

**For additional details, application materials, and instructions on how to apply, please visit**

[www.jensenstrategies.com/recruitment/hoodrivercitymanager](http://www.jensenstrategies.com/recruitment/hoodrivercitymanager)

Questions may be directed to:

Erik Jensen, Jensen Strategies, LLC  
503-477-8312 or [erik@jensenstrategies.com](mailto:erik@jensenstrategies.com)



*The City of Hood River is an  
Equal Opportunity Employer.*



**JENSEN STRATEGIES**

**(503) 477-5615**

1750 S Harbor Way,  
Suite 350  
Portland, OR  
97201

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



# Commission Memo



Prepared by: Greg Hagbery  
Date: March 15, 2022  
Re: Oregon Brineworks, LLC  
Lease Amendment No. 2

---

Oregon Brineworks, LLC has been a tenant in the Timber Incubator Building since 2014. They manufacture pickled goods for distribution throughout the northwest, including pickles, beats, sauerkraut, kvass and other specialty products. They employ between 5-8 people.

Oregon Brineworks would like to renew their Lease term for an additional one (1) year term, extending the expiration of the Lease to March 31, 2023

**RECOMMENDATION:** Approve Amendment No. 2 to Lease with Oregon Brineworks in the Timber Incubator Building.

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**AMENDMENT NO. 2 TO LEASE**

**Whereas**, the Port of Hood River ("Lessor") and Oregon Brineworks, LLC ("Lessee") entered into a lease of Suite 400 in the Timber Incubator Building ("Building") located at 3875 Heron Drive, in Odell, Oregon, effective April 1, 2020 ("Lease"); and,

**Whereas**, pursuant to section 2 of the Lease, in 2021 Lessee timely exercised the first option to extend the Lease term for an additional one (1) year term, extending the expiration of the Lease to March 31, 2022; and

**Whereas**, pursuant to section 2 of the Lease, Lessee has provided Lessor notice of Lessee’s intent to exercise the second option to renew the Lease for an additional one (1) year term, extending the expiration of the Lease to March 31, 2023; and

**Therefore**, Lessor and Lessee agree as follows:

1. Pursuant to section 2 of the Lease, the Lease term shall be renewed and extended for an additional one (1) year term and the Lease shall remain in effect through March 31, 2023.

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

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

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

By: \_\_\_\_\_  
Brian Shaw, Oregon Brineworks, LLC., Manager

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# Commission Memo



Prepared by: Greg Hagbery  
Date: March 15, 2022  
Re: FBO Agreement – Amendment No. 1

---

The Fixed Base Operator Agreement (“Agreement”) with Hood Tech Corp., Aero Inc. as approved by the Commission in July of 2022 included language that anticipated changes due to future installation of a new fuel tank and card reader system (“Fueling System”) for aviation gas on the North Ramp. Delivery of the tank has been delayed several months due to supply chain issues. It is now expected to be installed by June of this year.

Proposed Amendment 1 to the Agreement is attached and intended to address two key operations components of the new Fueling System:

- Software for the new Fueling System has been purchased and will be maintained by the Port. The Port will keep all records regarding purchases and refueling operations. All the data will reside in the new fuel system application. However, the Port will provide access to some data to TacAero monthly so they can set fuel prices, order fuel deliveries and update their records.
- A new fuel flowage fee to the Port is included. The rate of \$0.05 per gallon will accrue to the Port with an increase of \$0.01 for every 20,000 gallons sold, not to exceed \$0.08 per gallon. To put this into context, the FBO sold about 57,000 gallons of AV Gas on an annualized basis last year. Precedence for this fuel flowage rate structure is found in the current flowage rate agreement between Tac-Aero and the Dallesport Airport.
- The amendment abates the flowage fee on aircraft owned by the FBO. For context, in 2021, 11,500 gallons of fuel was used by FBO aircraft which would equate to \$575 on the recommended fuel fee schedule. Approximately 8,500 gallons used were in direct support of fire missions. This percentage split is expected to continue in future years.

**Recommendation:** Approve Amendment No. 1 to the Fixed Base Operator Agreement with Hood Tech Corp., Aero Inc.

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**AMENDMENT NO. 1**  
**FIXED BASE OPERATOR AGREEMENT**

Whereas, the Port of Hood River ("Port") and Hood Tech Corp., Aero Inc., ("FBO") executed a Fixed Base Operator Agreement effective August 1, 2021 ("Agreement"); and,

Whereas, the Agreement anticipated the Port's purchase and installation of a new fuel tank, fuel dispensing apparatus and electronic card reader system to be managed by the Port through a web-based portal, to accommodate self-service fuel dispensing ("Fueling System") and

Whereas, the Port and FBO agreed to negotiate an amendment to the Agreement to address a mutually agreeable approach to purchasing and maintaining fuel for the new fuel tank, portal access, transaction reporting, fuel price adjustments, flowage fees, Port and FBO rights to receive fuel payments and other operational matters; and

Whereas, the Fueling System is now expected to be delivered and installed by May, 2022;

Therefore, Port and FBO agree as follows:

1. **Section 5.1** of the Agreement shall be deleted in its entirety and replaced with the following:

**5.1 New AV Gas Tank & Card Reader**

A. Port will install a new fuel tank, fuel dispensing apparatus and electronic card reader system to be managed by the Port through a web-based portal, to accommodate self-service fuel dispensing ("Fueling System") on the North Ramp, which is expected to be operational by summer 2022.

B. When the new Fueling System is operational, the Port will transfer fuel data from Siteminder, the QTpod's web-based fuel terminal control software, to Atlas, FBO's business operations software system. Port will retain administrative control over the Siteminder system at all times. Fueling transaction reports and other records will be provided by Port to FBO upon request or as needed for tracking fuel sales, setting fuel prices and other tasks from the Siteminder fuel management software system. FBO shall have responsibility for purchasing bulk fuel and maintaining tank fuel level. FBO shall set fuel price and Port will make appropriate adjustments within Siteminder. Port shall invoice FBO on or after the tenth (10th) day of each month for flowage fees incurred during the immediately preceding month. FBO will make payment therefor, by check on or before the twenty-fifth (25th) day after receipt of each invoice.

C. Port will charge FBO a flowage fee of five cents (\$0.05) per gallon of fuel sold. The flowage fee will increase by one cent (\$0.01) for each twenty thousand (20,000) gallons sold, up to but not to exceed (\$0.08) per gallon. FBO will not be charged a flowage fee for fueling transactions for FBO's owned aircraft.

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

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

PORT OF HOOD RIVER

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

HOOD TECH CORP., AERO, INC.

By: \_\_\_\_\_  
Jeremy Young, President

# Commission Memo



Prepared by: Daryl Stafford  
Date: March 15, 2022  
Re: Marina Boat Launch Floats and Ramp Project

---

On March 16, 2021 the Port approved Resolution 2020-2021-02 authorizing the application to the Oregon State Marine Board (“OSMB”) Port Facility Grant program to replace the Marina Guest Dock boat ramp floats. On June 23, 2021 the OSMB awarded the Port a grant in the amount of \$132,300. This is a project called out in the current Strategic Business Plan.

On July 13, 2021, the Commission approved the Port Facility Grant Agreement #1691 with the OSMB for the Marina Boat Launch Ramp Float Replacements. The Port’s match total for the project is \$161,592, with an estimate project total of \$293,982.

The boat launch floats and ramp project went out to bid with a deadline of March 3, 2022. The bid is for the fabrication of the ramp and connection hardware, shipping, and installation to be performed by the contractor. Massana Construction Inc. was the low bidder with a price of \$232,933.00. Their proposal is attached.

Prior to the contractor arriving onsite, the Port Facilities Department crew will:

- a) Remove existing ramps and abutments
- b) Bring in gravel and grade the area where the new ramps will be placed
- c) Disconnect the electric for repulling into new conduit channels

After the ramps are installed, the Port will contract the following work:

- a) Construct the new abutments and have them installed
- b) Installation of new electrical wire

|                                |                         |            |
|--------------------------------|-------------------------|------------|
| <b><u>Project total:</u></b>   | <b><u>\$293,892</u></b> |            |
| <b>Port Total Contribution</b> | <b>\$161,592</b>        | <b>55%</b> |
| a) Port Sole funding:          | \$44,400                | 15%        |
| b) Port Grant Match            | \$117,192               | 40%        |
| <b>OSMB Grant</b>              | <b>\$132,300</b>        | <b>45%</b> |

Based on Commission direction, staff recommends approving the bid from Massana Construction Inc. for the fabrication of the Marina Guest Dock floats and launch ramps.

**RECOMMENDATION:** Authorize contract with Massana Construction Inc. for fabrication, construction and delivery services associated with the Boat Ramp Launch Floats and Ramp project not to exceed \$232,933.

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**BID PROPOSAL**

DATE: 3/1/2022

**PORT OF HOOD RIVER  
1000 E. PORT MARINA DRIVE  
HOOD RIVER, OREGON 97031**

**PRICE SUBMITTAL:**

The Undersigned proposes and agrees, if this Bid is accepted, to enter into an agreement with the Port of Hood River to furnish all Work as specified or indicated herein for the ITB indicated and within the schedule indicated in the Invitation to Bid. Bidder has familiarized itself with the Work and has visited and inspected the site and is familiar with all the field conditions, legal requirements (federal, state, and local laws, ordinances, rules and regulations), and conditions affecting cost, progress and performance of work, and has made such independent investigations as Bidder deems necessary. Bidder has given the Port written notice of all conflicts, errors, and/or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Port is acceptable to Bidder.

**BASE BID: Boat Launch Float and Ramp Project**

FOR THE LUMP SUM OF: \$ 232,933.<sup>00</sup>

**CHANGES TO THE WORK**

- A. If adjustments to the work occur the Bid Sheet by more than 25% equitable overhead factor may be applied.

BID ALTERNATES: (N/A)

The Undersigned agrees, if awarded the Contract, to complete this work not later than:

September 15, 2022.


Company: Massana Construction, Inc. Telephone: 253-250-9832

Company Address: 115 Howell Road, Tyrone, GA 30290

Email: Keyserm@massanaconstruction.com Fax: 253-313-5462

Construction Contractors Board Number 206285 Expiration Date 05/04/2023

I attest that I have the authority to commit the firm named above to this Bid amount and acknowledge that the firm meets the qualifications necessary to perform this work as outlined in the Invitation to Bid. I understand that I will be required to provide necessary information to verify that the firm meets these qualifications if selected for the Contract.

By: 

Signature / Name & Title / Date

### Schedule of Values

| Item   | Description                   | Qty | Unit | Unit Cost             | Total                 |
|--|-------------------------------|-----|------|-----------------------|-----------------------|
| 1  | ENGINEERED SHOP DRAWINGS      | 1   | LS   | 20,000 <sup>00</sup>  | 20,000 <sup>00</sup>  |
| 2  | 11' WIDE X 68' FLOATING DOCK  | 1   | LS   | 120,000 <sup>00</sup> | 120,000 <sup>00</sup> |
| 3  | 8' WIDE X 64.6" FLOATING DOCK | 1   | LS   | 87,933 <sup>00</sup>  | 87,933 <sup>00</sup>  |
| 4  | 11' WIDE TRANSITION PLATE     | 1   | EA   | 3,000 <sup>00</sup>   | 3,000 <sup>00</sup>   |
| 5  | 8' WIDE TRANSITION PLATE      | 1   | EA   | 2,000 <sup>00</sup>   | 2,000 <sup>00</sup>   |
| 6  |                               |     |      |                       |                       |
| 7  |                               |     |      |                       |                       |
| 8  |                               |     |      |                       |                       |
| 9  |                               |     |      |                       |                       |
| 10   |                               |     |      |                       |                       |
| 11   |                               |     |      |                       |                       |
| 12   |                               |     |      |                       |                       |
| 13   |                               |     |      |                       |                       |
| 14   |                               |     |      |                       |                       |
| 15   |                               |     |      |                       |                       |
| 16   |                               |     |      |                       |                       |
| 17   |                               |     |      |                       |                       |
| 18   |                               |     |      |                       |                       |
| 19   |                               |     |      |                       |                       |
| 20   |                               |     |      |                       |                       |
| 21   |                               |     |      |                       |                       |
| 22   |                               |     |      |                       |                       |
| 23   |                               |     |      |                       |                       |
| 24   |                               |     |      |                       |                       |
|  |                               |     |      | <b>Total Bid</b>      | 232,933 <sup>00</sup> |
| <b>Written Bid Total:</b> TWO HUNDRED AND THIRTY THOUSAND, NINE HUNDRED AND THIRTY THREE DOLLARS AND ZERO CENTS. |                               |     |      |                       |                       |

### SCHEDULE OF ALTERNATES

| 1   | Description | Qty | Unit | Unit Cost | Total |
|---|-------------|-----|------|-----------|-------|
| 1   | N/A         |     |      |           |       |
| 2   |             |     |      |           |       |
| 3   |             |     |      |           |       |
| 4   |             |     |      |           |       |
| 5   |             |     |      |           |       |
| 6   |             |     |      |           |       |
| 7   |             |     |      |           |       |
| 8   |             |     |      |           |       |
| 9   |             |     |      |           |       |
| 10  |             |     |      |           |       |
| 11  |             |     |      |           |       |
| 12  |             |     |      |           |       |
| 13  |             |     |      |           |       |
| 14  |             |     |      |           |       |
| 15  |             |     |      |           |       |
| <b>Alternates Total</b>   |             |     |      |           | \$ 0  |
| <b>Written Bid Total:</b> Two hundred and thirty two thousand, nine hundred and thirty three dollars and zero cents |             |     |      |           |       |

|                            |                                 |
|----------------------------|---------------------------------|
| <b>Contractor Name</b>     | Massana Construction, Inc.      |
| <b>Address</b>             | 115 Howell Road                 |
| <b>Address</b>             |                                 |
| <b>City, State, Zip</b>    | Tyrone, GA 30290                |
| <b>Phone</b>               | 253-250-9832                    |
| <b>Fax</b>                 | 253-313-5462                    |
| <b>Email</b>               | keyserm@massanaconstruction.com |
| <b>Registration Number</b> | 206285                          |
| <b>Contact</b>             | Michael Keyser                  |
| <b>Phone</b>               | 253-250-9832                    |

**CONTRACTOR REGISTRATION FORM**

This Bid must be signed in ink by an authorized representative of the Bidder; any alterations or erasures to the Bid must be initialed in ink by the undersigned authorized representative.

**1. CCB Requirements**

All Bidders shall be licensed with the State of Oregon Contractors Board (CCB) prior to bidding on Public Improvement Contracts. Failure to comply with this requirement shall result in Bid Rejection.

All subcontractors participating in the project shall be similarly registered with the State of Oregon Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

**Construction Contractors Board Number:** 206285  
**Expiration Date:** 05/04/2023

**2. Asbestos Abatement Licensing Requirements**

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

**3. Joint Venture/Partnership Disclosure**

The Undersigned has authority on behalf of the following entity and is (check one of the following and insert information requested):

- a. A corporation organized and existing under the laws of the State of Georgia; or
- b. A partnership/joint venture registered under the laws of the State of \_\_\_\_\_;  
 If yes, name of the contact person for the partnership/joint venture \_\_\_\_\_; or
- c. A limited liability corporation (LLC) or limited liability partnership (LLP) under the laws of the State of \_\_\_\_\_; or
- d. An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_\_.

**4. Addendum or Addenda Acknowledgement**

ADDENDA: The Undersigned hereby acknowledges receipt of the following Addenda:

| ADDENDUM NO. | DATED              | ADDENDUM NO. | DATED |
|--------------|--------------------|--------------|-------|
| 1            | Tues, Feb 22, 2022 | _____        | _____ |
| _____        | _____              | _____        | _____ |
| _____        | _____              | _____        | _____ |
| _____        | _____              | _____        | _____ |

**5. Responsibility Inquiry/ Contractor References**

(Provide (3) related project references and contact information)

PORT OF KALAMA - PARIN SAMPRAN - 360-957-4476  
 PORT OF ANACOSTIS - JENKINS ROSS EW - 360-661-2163  
 WASHINGTON STATE FERRIES - TINA CASTOR - 206-604-7176



**6. Recycled Products**

Bidder will comply with the recycled products provision in the Invitation to Bid in accordance with ORS 279A.125. Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work as set forth in this document.

**7. Residency Information**

Bidder is a ( ) Resident Bidder ( X ) Non-resident Bidder

If a Resident Bidder, enter your Oregon business address:

\_\_\_\_\_  
\_\_\_\_\_

If a Non-resident Bidder, enter State of residency: Georgia

**8. Compliance with Tax Laws**

By my signature, I hereby attest or affirm under penalty of perjury; that I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

**9. Certification of Drug-Testing Law Requirements**

By my signature, I certify that Contractor shall demonstrate that an employee drug testing program is in place.

**10. Certification of Compliance with Non-Discrimination Laws**

By my signature, I hereby attest or affirm under penalty of perjury; that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge, the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

**11. Signature of Bidder's Duly Authorized Representative**


The Bid must be signed in ink by an authorized Representative of the Bidder. Any alterations or erasures to the bid must be initialed in ink by the undersigned authorized representative.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/She is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addendum or Addenda, if any, issued.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, specifications, plans, terms and conditions contained in this Bid document, including all attachments, exhibits, and Addenda, if any, issued.
3. The Bid submitted is in response to the specific language contained in the Invitation to Bid, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Invitation to Bid, or (b) any previously issued Invitation to Bid, if any.
4. The Owner shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all the requirements of the Invitation to Bid.
5. The Owner shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.
6. The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of

Labor and Industries (BOLI) regarding prevailing wage rates and payment of a fee to BOLI.

7. The Bid was (1) prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid designed to limit independent bidding or competition; and (2) the contents of this Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bids.
8. Bidder is bound by and will comply with all requirements, specifications, plans, terms and conditions contained this Bid, including all attachments, exhibits and Addendum or Addenda, if any, issued.
9. Bidder will furnish the designated items and/or services in accordance with the Bid specifications, plans, and requirements, and will comply in all respects with the terms of the resulting Contract upon award.  
Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
10. All affirmations and certifications contained in sections 6,7,8,9 and 10 are true and correct.

Authorized Signature  Title Vice President

---

FEIN ID # or SSN # 22-3849249

Contact Person: Michael Keyser

Telephone Number (253) 250-9832 Fax (253) 313-5462

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**Project Name** Port of Hood River - Boat Launch Floats and Ramp Project

**Bid Opening Date** March 1st, 2022

**Name of Bidding Contractor** Massana Construction, Inc.

**Email Address** keyserm@massanaconstruction.com

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OF IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

**FIRST-TIER SUBCONTRACTORS**

|                         |                      |
|-------------------------|----------------------|
| <b>Firm Name</b><br>N/A | <b>Dollar Amount</b> |
| <b>Category of Work</b> |                      |

|                         |                      |
|-------------------------|----------------------|
| <b>Firm Name</b>        | <b>Dollar Amount</b> |
| <b>Category of Work</b> |                      |

|                         |                      |
|-------------------------|----------------------|
| <b>Firm Name</b>        | <b>Dollar Amount</b> |
| <b>Category of Work</b> |                      |

|                         |                      |
|-------------------------|----------------------|
| <b>Firm Name</b>        | <b>Dollar Amount</b> |
| <b>Category of Work</b> |                      |

|                         |                      |
|-------------------------|----------------------|
| <b>Firm Name</b>        | <b>Dollar Amount</b> |
| <b>Category of Work</b> |                      |

**PART 5**  
**BID BOND FORM**

**BID BOND FORM**

**Project Name: Boat Launch Float and Ramp Project**

We, Massana Construction, Inc., as "Principal,"

(Name of Principal)

Travelers Casualty and Surety

And Company of America, an CT Corporation,

(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Port of Hood River ("Obligee") the sum of (\$ 23,245.30) TWENTY THREE THOUSAND, TWO HUNDRED AND NINETY THREE dollars. AND THIRTY CENTS

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 17th day of February, 20 22.

**PRINCIPAL:** Massana Construction, Inc.

**SURETY:** Travelers Casualty and Surety Company of America

By [Signature]  
Signature

BY ATTORNEY-IN-FACT:

Vice President  
Official Capacity

Robert A Yarbrough  
Name

Attest: [Signature]  
Corporation Secretary

[Signature]  
Signature  
2187 Brookview Drive



Address  
Atlanta GA 30318

City State Zip  
770.365.5783 (866) 570-8536

Phone Fax



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert A. Yarbrough** of **ATLANTA Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Señor Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17<sup>th</sup> day of February, 2022



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

# Commission Memo



Prepared by: Jana Scoggins  
Date: March 15, 2022  
Re: Accounts Payable Requiring Commission Approval

---

|                     |                    |
|---------------------|--------------------|
| <b>Jaques Sharp</b> | <b>\$14,675.00</b> |
|---------------------|--------------------|

Attorney services per attached summary

|  |                    |
|--|--------------------|
| <b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b> | <b>\$14,675.00</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  
 March 08, 2022  
 Account No: PORTOHAM

| Previous Balance                                  | Fees     | Expenses | Advances | Payments  | Balance    |
|---|----------|----------|----------|-----------|------------|
| MCELWEE EMPLOYMENT CONTRACT                       |          |          |          |           |            |
| 150.00  | 0.00     | 0.00     | 0.00     | -150.00   | \$0.00     |
| MISCELLANEOUS MATTERS                             |          |          |          |           |            |
| JJ  |          |          |          |           |            |
| 3,525.00  | 3,200.00 | 0.00     | 0.00     | -3,525.00 | \$3,200.00 |
| FBO AIRPORT AGREEMENT (Gifford/Classic Wings)     |          |          |          |           |            |
| 775.00  | 175.00   | 0.00     | 0.00     | -775.00   | \$175.00   |
| LEASE (SERVPRO Jenson Building/Joel Olsen)        |          |          |          |           |            |
| 0.00  | 200.00   | 0.00     | 0.00     | 0.00      | \$200.00   |
| EXPO SITE DEVELOPMENT (Key Development;Pickhardt) |          |          |          |           |            |
| 450.00  | 150.00   | 0.00     | 0.00     | -450.00   | \$150.00   |
| TIMBER INCUBATOR BUILDING LEASE (Chief Consulting |          |          |          |           |            |
| 975.00  | 0.00     | 0.00     | 0.00     | -975.00   | \$0.00     |
| SECURITY SERVICES CONTRACT (HRT)                  |          |          |          |           |            |
| 475.00  | 0.00     | 0.00     | 0.00     | -475.00   | \$0.00     |
| EXECUTIVE DIRECTOR EVALUATION                     |          |          |          |           |            |
| 0.00  | 700.00   | 0.00     | 0.00     | 0.00      | \$700.00   |

HOOD RIVER, PORT OF

Account No:

| Previous Balance  | Fees     | Expenses | Advances | Payments  | Balance    |
|---|----------|----------|----------|-----------|------------|
| EMPLOYEE MATTERS<br>100.00  | 0.00     | 0.00     | 0.00     | -100.00   | \$0.00     |
| CONCESSION PERMITS<br>2,000.00  | 300.00   | 0.00     | 0.00     | -2,000.00 | \$300.00   |
| LEASE (United State Government (GSA)(FHWA))<br>325.00   | 0.00     | 0.00     | 0.00     | -325.00   | \$0.00     |
| NORTHWEST PIPELINE EASEMENT<br>50.00  | 0.00     | 0.00     | 0.00     | -50.00    | \$0.00     |
| BRIDGE CABLE EASEMENT (Falcon)<br>75.00   | 0.00     | 0.00     | 0.00     | -75.00    | \$0.00     |
| BISTATE WORKING GROUP<br>1,325.00   | 75.00    | 0.00     | 0.00     | -1,325.00 | \$75.00    |
| BARMAN PROPERTY<br>50.00  | 1,525.00 | 0.00     | 0.00     | -50.00    | \$1,525.00 |
| WAAAM HANGAR LEASE<br>2,175.00  | 650.00   | 0.00     | 0.00     | -2,175.00 | \$650.00   |
| GOVERNANCE<br>725.00  | 0.00     | 0.00     | 0.00     | -725.00   | \$0.00     |
| REPLACEMENT BRIDGE MANAGEMENT CONTRACT<br>550.00  | 1,450.00 | 0.00     | 0.00     | -550.00   | \$1,450.00 |
| WASHINGTON BRIDGE FUNDS AGREEMENT (Washington State Department of Transportation/Klickitat Co<br>850.00 | 75.00    | 0.00     | 0.00     | -850.00   | \$75.00    |
| ODOT E. ANCHOR WAY IOF GRANT<br>475.00  | 0.00     | 0.00     | 0.00     | -475.00   | \$0.00     |
| BREEZEBY TOLLING SYSTEM<br>425.00   | 0.00     | 0.00     | 0.00     | -425.00   | \$0.00     |
| PROFESSIONAL SERVICES SOLICITATIONS<br>0.00   | 1,525.00 | 0.00     | 0.00     | 0.00      | \$1,525.00 |
| WATERFRONT SECURITY SERVICES - BEST DEFENSE (Best Defense Training LLC & Michael Ray Martin)<br>0.00    | 650.00   | 0.00     | 0.00     | 0.00      | \$650.00   |

Account No:

| Previous Balance                                   | Fees             | Expenses    | Advances    | Payments          | Balance            |
|--|------------------|-------------|-------------|-------------------|--------------------|
| <b>2022 EMPLOYMENT MATTERS</b>                     |                  |             |             |                   |                    |
| 0.00   | 4,000.00         | 0.00        | 0.00        | 0.00              | \$4,000.00         |
| <b>PROPERTY PURCHASE (Phil Jensen/Luhr Jensen)</b> |                  |             |             |                   |                    |
| 25.00  | 0.00             | 0.00        | 0.00        | -25.00            | \$0.00             |
| <u>15,500.00</u>                                   | <u>14,675.00</u> | <u>0.00</u> | <u>0.00</u> | <u>-15,500.00</u> | <u>\$14,675.00</u> |

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## BRIDGE REPLACEMENT PROJECT

Project Director Report

March 15, 2022

The following summarizes Bridge Replacement Project activities from Feb. 25-Mar. 11:

### PROJECT UPDATES

- *Legislative cycles in Oregon and Washington are complete. This concludes an extremely successful legislative session which includes:*
  - *\$75M to complete engineering and a down payment on bridge construction (Wash. ESSB 5974)*
  - *\$1.5M to complete T&R studies for the new bridge (Wash. ESSB 5689)*
  - *A bump from \$35M to \$100M in local bridge programming from ODOT IJA programming (Ore. Trans. Comm. prioritizing). OTC's IJA infographic attached.*
  - *Authority allowing bi-state local governments the ability to form a new bridge authority (Ore. SSB 5558)*
- *BSWG met yesterday (March 14). Agenda attached.*
- *Replacement Bridge Management Contract RFP is ready to release. A pre-proposal meeting/industry forum is scheduled for March 31<sup>st</sup> at 1pm. This is an opportunity for BSWG members to engage interested proposers. Forum agenda attached.*
- *RBMC Procurement Schedule attached. Port Commission action includes authorizing entering into negotiations with highest scoring proposer on May 17<sup>th</sup>; negotiated RBMC contract approved on July 12<sup>th</sup>.*
- *With both states authorizing the formation of a new bridge authority, Steve Siegel has prepared a work plan for the BSWG to begin developing Commission Formation Agreements (CFA). All six local government boards (including the Port Commission) will need to approve the CFA; likely Sept./Oct. of this year. Though the new Bridge Commission will be established in mid-2023, it will likely contract with the Port of Hood River during an interim period until funding for the new Commission is complete. Work plan included in packet.*
- *NEPA/Treaty Agreement update included in packet.*

### MEETING SCHEDULE

- *Cult. Resource Sec. 106, Mar. 10*
- *Umatilla Treaty MOA, Mar. 11*
- *WSP Weekly Check In, Mar. 14*
- *BSWG Meeting, Mar. 14*
- *Thorn Run Partners Check-in, Mar. 15*
- *Yakama Treaty MOA, Mar. 16*
- *WSP Weekly Check In, Mar. 21*
- *NEPA Coordination, Mar. 24*
- *Cult. Resource Sec. 106, Mar. 25*
- *Umatilla Treat MOA, Mar. 28*
- *WSP Weekly Check In, Mar. 28*
- *Thorn Run Partners Check-in, Mar. 29*
- *WSP Weekly Check In, Apr. 4*

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# A big investment in Oregon's transportation system

The act includes a five-year reauthorization of existing federal highway, transit, safety and rail programs as well as new programs and increased funding. This is coupled with one-time dollars to substantially increase funding for projects and programs.

In total, Oregon will receive at least \$4.5 billion over the next five years. This includes \$1 billion in additional funding for roads from 2022-26 — a 38% increase, and an additional \$200 million in transit funding over that same period — a 35% increase.

Below are a few highlights of the additional funding. ODOT will work with advisory committees, the Oregon Transportation Commission and the public over the next months to allocate this funding to priority projects.



## BRIDGES

**\$268 Million**

to invest in repairing and replacing aging bridges.



## EV CHARGING INFRASTRUCTURE

**\$52 Million**

to construct new electric vehicle charging stations across Oregon.



## CARBON REDUCTION

**\$82 Million**

to invest in projects that reduce greenhouse gas emissions.



## RESILIENCE

**\$94 Million**

to increase the transportation system's resilience to earthquakes, natural disasters and adapt to climate change.



## SAFETY

**\$45 Million**

in additional funds to invest in improving transportation safety for all users.



## ACTIVE TRANSPORTATION

**\$30 Million**

in additional funds for bicycle and pedestrian projects.



## LOCAL PRIORITIES

**Over \$200 Million**

for local governments to invest in community priorities.



## TRANSIT

**\$200 Million**

in additional formula funding, plus grants to upgrade fleets and invest in zero and low emission vehicles.



## PASSENGER RAIL

**Historic investment**

ODOT will pursue competitive grant funding to make improvements to Amtrak Cascades.



## DISCRETIONARY GRANTS

**\$100 Billion**

in new funding distributed through grant programs administered by the federal government.

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**DRAFT AGENDA**

Bi-State Bridge Replacement Working Group Regular Meeting  
 March 14, 2022 / 2:00-4:00p (2 hour)  
 Via Zoom

Members: Chair, Mike Fox (Commissioner), Port of Hood River; Vice Chair, Jake Anderson (Commissioner), Klickitat County; Catherine Kiewit (Mayor), City of Bingen (absent); Marla Keethler (Mayor), City of White Salmon; Kate McBride (Mayor), City of Hood River; Bob Benton (Commissioner), Hood River County;

Alternates: Kristi Chapman (Commissioner), Port of Hood River; Arthur Babitz (Commissioner), Hood River County; Joe Sullivan, City of Bingen; Jason Hartmann (Councilor), City of White Salmon; David Sauter (Commissioner), Klickitat County; Jessica Metta (Councilor), City of Hood River.

Staff/Consultants: Kevin Greenwood (Project Director), Port of Hood River; Michael McElwee (Executive Director), Port of Hood River; Brad Boswell, Boswell Consulting; Steve Siegel, Siegel Consulting.

|    |  |      |
|----|--|------|
| 1. | Welcome  | 2:00 |
| 2. | February 14 Regular Meeting Minutes              | 2:01 |
| 3. | Legislative Update                               | 2:03 |
|    | A. Wash. Funding Package                         |      |
|    | B. Wash. Bridge Authority                        |      |
|    | C. Ore. Transportation Committee                 |      |
|    | D. Ore. Bridge Authority                         |      |
| 4. | Replacement Bridge Management Contract           | 2:18 |
|    | A. Review of RFP                                 |      |
|    | B. Review of Pre-Proposal Meeting/Industry Forum |      |
|    | C. Review of Schedule                            |      |
| 5. | Bridge Authority Formation Agreements            | 2:48 |
| 6. | Project Updates/Other Items                      | 3:05 |
| 7. | Next Meeting, April 11, 2022                     | 3:10 |
| 8. | Adjourn  | 3:15 |

-###-

# BSWG Memo



Prepared by: Kevin Greenwood  
Date: March 14, 2022  
Re: Management Contract Pre-Proposal/Industry Forum

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As part of the Replacement Bridge Management Contract procurement process, a Pre-proposal Industry Forum was included. Typically, a pre-proposal meeting allows staff to give an update on the project and provide a forum for interested bidders to ask questions about the procurement document and process. Minutes are taken and if clarifying questions are answered in such a way that may be helpful to bidders, an addendum to the Request for Proposals (RFP) will be issued.

The Forum is scheduled for March 31<sup>st</sup> at 1pm. Currently the identified project manager for each bidder is required to participate. Members of the BSWG are encouraged to attend. The Forum will be archived on the Port's YouTube Channel. The agenda for the Fom could look like the following:

1. Welcome and Introductions – Mike Fox, BSWG Chair
2. Purpose of the Forum - Mayor McBride, Comm. Anderson, others
  - a. Importance of bridge connecting communities – Mayors McBride, Keethler
  - b. Opportunity for members of the BSWG to meet potential bidders
  - c. Opportunity for bidders to received update on the project
  - d. Opportunity for bidders to ask questions of the project team
3. Presentation on the Project – Kevin Greenwood, Project Director
  - a. Past Efforts: late 90s, SWRTC, TS&L
  - b. Current Effort: funding from HB2017, completion of NEPA
  - c. Summary of NEPA Status
  - d. Preliminary Cost Estimate
  - e. Preliminary Schedule
  - f. Review First Year Tasks
  - g. Review RBMC Schedule/Process
4. Questions and Answers from Bidders
5. Adjournment

Feedback would be appreciated on the PPC.

-###-

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

**DRAFT: March 11, 2022**

**date included in RFP**

*public meetings*

| TASKS / SUB-TASKS                            | START   | END            | DAYS |
|--|---------|----------------|------|
| RFP/RFQ RELEASED                             | 3/11/22 | 4/22/22        | 42   |
| Issue Date of RFQ/RFP                        | 3/10/22 | 3/16/22        | 6    |
| Pre-proposal meeting                         | 3/16/22 | 3/31/22        | 15   |
| Close question period (1 wk before due date) | 3/31/22 | 4/15/22        | 15   |
| Submittals due                               | 4/15/22 | 4/22/22        | 7    |
| SUBMITTAL EVALUATIONS                        | 4/21/22 | 5/24/22        | 33   |
| Eval Committee Training                      | 4/21/22 | 4/21/22        | 0    |
| Bids Distributed                             | 4/22/22 | 4/25/22        | 3    |
| Evaluation Comm. Review; Meeting             | 4/25/22 | 5/2/22         | 7    |
| Interviews                                   | 5/2/22  | 5/10/22        | 8    |
| Evaluation Comm. completes assessment        | 5/10/22 | 5/13/22        | 3    |
| Port Comm. authorizes negotiations (NOI)     | 5/13/22 | <b>5/17/22</b> | 4    |
| Selection protest period                     | 5/17/22 | 5/24/22        | 7    |
| RBM CONTRACT COMPLETION                      | 5/24/22 | 7/19/22        | 56   |
| Contract negotiations                        | 5/17/22 | 6/2/22         | 16   |
| FHWA/ODOT Review of contract                 | 6/2/22  | 7/1/22         | 29   |
| Finalize contract docs                       | 7/1/22  | 7/6/22         | 5    |
| BSWG Reviews RBMC Contract                   | 7/6/22  | <b>7/12/22</b> | 6    |
| Contract execution/NTP                       | 7/12/22 | 7/19/22        | 7    |
|  |         |                |      |

## MEMORANDUM

DATE: MARCH 9, 2022  
TO: BI-STATE WORKING GROUP  
FROM: STEVE SIEGEL  
SUBJ: COMMISSION FORMATION AGREEMENT AND IMPLEMENTATION

---

This memorandum provides an overview of the steps and issues involved in the formation of the Bi-State Bridge Commission (the “Commission”) under the recent legislation (the “Acts”). It also outlines other implementation actions required over the next 3 years. This memorandum is intended as an introductory overview; more focused discussions are planned over the next few months.

### I. Background on Commission Formation Agreement

Following the effective date of the Acts, the local governing bodies represented on the BSWG must create the Commission by approving and executing a Commission Formation Agreement (the “Agreement”). By law, the Agreement must address:

- The name of the Commission
- The date on which the powers of the Commission become effective
- The “Primary Place of Business” of the Commission
- The composition and appointment process for Board Members
- The term of office, responsibilities, requirements for the chair and co-chair of the Board
- The requirements for formal actions of the board

In addition, the Agreement may include other provisions as the participating local governments elect, as long as they don’t impair the authorities granted to the Commission by the Acts.

The Acts allow the Agreement to be enacted in phases; however, all required elements of the Agreement must be enacted prior to the Commission authorizing any toll bonds. The phasing allows the Commission to be formed quickly, and to have additional time to address issues that take longer to resolve.

### II. Key Issues

While a number of issues must be resolved to prepare the Agreement, three critical issues are highlighted below:

- Primary Place of Business: is the state within which the principal headquarters office of the Commission is established in the Agreement. The state laws applicable to the Commission are generally (some exceptions) those of the Primary Place of Business. So, for example, if the Primary Place of Business is Washington, Washington laws will be applicable to contracting, public meetings, employee rights, issuing bonds, etc. Once established in the Agreement, the Primary Place of Business is permanently set for determining applicable law.
- Composition of Board: The Acts do not specify the Board membership; this is a choice of the BSWG, as memorialized in the Agreement. The initial (June 2021) version of the bill, discussed by BSWG, specified the membership of the Board as: 3 Directors appointed by Klickitat County (one each nominated by Klickitat County, Bingen, and White Salmon), 3 Directors appointed by Hood River

County (one each nominated by POHR, City of Hood River, Hood River County), 2 Directors appointed by yet-named WA state officials, and 2 Directors appointed by yet-named OR state officials. The composition of the Board was later deleted from the bill due to legal technicalities. The states have shown little interest in being directly involved in the governance structure; creating the likelihood that the Board will be appointed solely by local governing bodies. The independence of the Board from local political influence is an important consideration for credit-rating agencies. The Board may look vulnerable to local political influence if it primarily consists of local government officials appointed by their respective local governing bodies. BSWG must discuss how it wishes to proceed on this matter.

- Requirements for Formal Actions of the Board: The Agreement must set basic rules for Board actions, such as the definition of a quorum and the votes required for Board approval of an ordinance. Before deciding on quorum, the number of members of the Board must be known. Questions about requirements for ordinance approval will focus on whether approval only requires a majority of the quorum or, if in addition, whether one or more of the Directors from each state must assent. The Agreement will only establish the initial requirements, under the Acts the Board can enact a rule modifying the vote requirements.

### **III. Timing of Formation Agreement**

The Acts will be effective in both states as of June 9, 2022. However, under the Washington Act, the Washington attorney general must determine that the Oregon and Washington Acts have the same material effect before the Commission can be formed. This should not be an issue.

There is no legal deadline for forming the Commission. The schedule is driven by the need to have the Commission “fully operational” (as described in Section IV) by the time major financing steps, such as applying for federal loans and seeking credit ratings, must be taken. Without the benefit of a comprehensive project development schedule, particularly for engineering, the deadline dates are currently not known. The Commission formation schedule targets a Commission effective date of July 1, 2023. This should give the Commission about two years or operations to get “fully operational.”

### **IV. Fully Operational**

Because it will be a new, the readiness of the organization to take on all of the financial, management, and administrative tasks required for successful project development and operations will be heavily scrutinized by credit rating agencies and lenders. This review will consider the human, technological, administrative, and financial resources available to the Commission, including:

- The regulatory framework for the Commission (see Section V)
- The administrative capacity required by the Commission (see Section VI)
- The financial capacity of the Commission (see Section VII)
- Hired and/or retained staffing for the Commission (see Section VIII)
- Intergovernmental Agreements between the Commission and local governments, DOTs, on various issues (see Section IX)
- Bridge Operations and Tolling (see Section X)

As used herein, “fully operational” means implementing these systems/capabilities and obtaining these resources to a sufficient level to pass credit and financing reviews. Some of these tasks will take longer to complete than the time available. This means having interim arrangements in place with public agencies

or private firms to perform the required services and provided the needed capabilities until the Commission fully implements its desired long-term plan.

## **V. Regulatory Framework**

Policies and procedures that must be put in place include such issues as:

|                             |   |
|-----------------------------|---|
| General Administration      | Meetings, Committees, Property, Records, Duties of CEO, Ethics, Public Engagement   |
| Procurement and Contracting | Goods and Services, Professional Services, A/E Contracts, Public Improvements, Exemptions from Public Bidding, Alternative Contracting, Public-Private Partnerships |
| Personnel                   | Job Classifications, Compensation, Benefits, Work Performance, Non-Discrimination, Conflicts of Interest, Reimbursable Expenses                                     |
| Finance                     | Budget, Audit, Debt, Grants, Financial Reporting, Toll Rate Policies, Toll Setting Procedure  |
| Bridge Operations           | Bridge Use, Toll Collection, Maintenance, Inspection, Environmental Compliance, Personal Information, Customer Service, Toll Enforcement                            |

## **VI. Administrative Capacity**

The administrative capabilities needed for the Commission must be installed and functional, including such systems as:

- Accounting System
- Grant Management and Reporting System
- Records Management System
- Debt Management and Reporting System
- Contract Management System
- Asset Management System
- Insurance Programs
- Federal Procurement/Grant Management Certification
- Federal Indirect Cost Allocation Methodology
- Project Management, Accounting, Reporting, and Control Systems (in part within the scope of the Project Management Contract)

## **VII. Financial Capacity**

Once the new bridge opens, Commission expenses will be paid with toll revenue from the new bridge. The current issue is how to fund Commission expenses incurred prior to the opening of the new bridge. Many of these expenses will be eligible project expenses under federal and state grants. But other funding may be required. In addition, the Commission must establish a sizable working reserve to meet liquidity needs, and be able to demonstrate that other reserves (i.e.; maintenance, ramp-up, rate stabilization) will be available when required to satisfy borrowing requirements. Some of these reserves may be created with bond proceeds, but that subtracts from the bond proceeds available for construction costs. Any additional sources obtained for reserves will yield more project funding without higher toll rates. Over the course of the next two years, a plan to obtain these resources must be prepared and implemented.

## **VIII. Human Resources**

The breadth and experience of the administrative and management personnel available to the Commission will be heavily scrutinized by lenders and credit rating agencies. Some of these staff will be hired as employees of the Commission, while others are likely to be retained through contracts or intergovernmental agreements. The chief executive officer, chief financial officer, and legal counsel of the Commission will be of critical importance. There will be a need to fill these positions within the next year or year-and-a-half so that they can take the lead in installing the administrative capabilities described in Section VI. The timing for staffing-up will depend on the implementation of the Commission funding plan described in Section VII.

## **IX. Intergovernmental Agreements**

A complex array of intergovernmental agreements between the Commission and multiple parties will be required over the next few years. For example, an IGA will be required with POHR if the Commission receives funding from POHR. Another IGA will be required with POHR if the Commission engages POHR for certain administrative or technical tasks. There may be similar requirements for IGAs with ODOT, WSDOT, or other local governments. These will need to be in place, and will be reviewed by credit rating agencies as part of obtaining project financing, including for any TIFIA loan awards or federal grants.

## **X. Bridge Operations and Tolling**

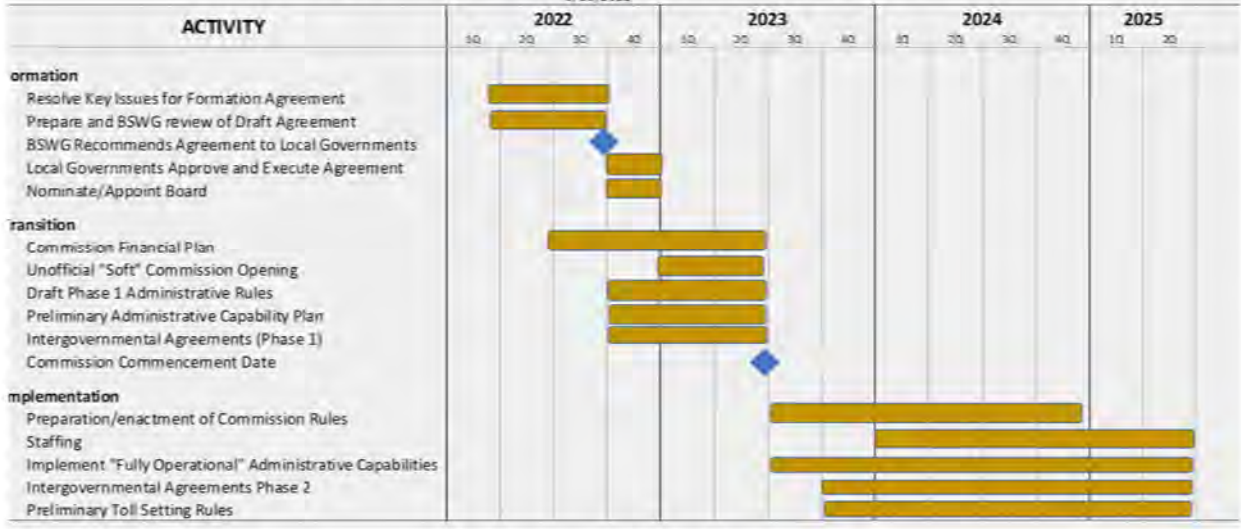
Even though the Commission will not start operating and tolling the new bridge until 2030, decisions on how that will be done and (at least some of) the agreements under which they will be done must be in place much earlier for credit rating and other purposes. In particular there will have to be a plan for roadside tolling operations, bridge operations and maintenance, back-office operations, customer service, toll enforcement, bridge inspections, etc. The Commission will soon need to establish planning assumptions about how these activities will be undertaken – i.e.; what is in-house, obtained through and IGA with POHR, ODOT, or WSDOT, or what is obtain through contracts with private firms. These issues may arise as part of the tolling study to be undertaken by the Washington Transportation Committee pursuant to the recent Washington funding bill.

## **XI. Schedule**

A summary timeline for this work is shown in Exhibit A.

**Exhibit A: Commission Formation and Implementation: Preliminary Draft Timeline**

3/11/2022







# BRIDGE REPLACEMENT PROJECT UPDATE

## APRIL 2022 UPDATE



The Hood River-White Salmon Interstate Bridge is a vital transportation link connecting Hood River, Oregon with the communities of White Salmon and Bingen in Washington. Since 2003, the Port of Hood River (Port) has been working to advance the replacement of this bridge that was originally constructed in 1924. Currently, the Port is advancing the design of the replacement bridge, completing environmental review and positioning the project for future funding and construction. A Bi-State Working Group (BSWG) consisting of Mayors and County Commissioners from both Hood River and Klickitat Counties monitors the project and advises the Port on bridge replacement activities.

### Current Project Activities:

- Work continues on tasks necessary to finalize the National Environmental Policy Act review. Current activities include:
  - Reaching agreement on tribal compensatory agreements for to impacts to treaty fishing activities during construction.
  - Completion of the Endangered Species Act consultation with NOAA Fisheries.
  - Finalizing Section 106 process including meeting with consulting parties and completion of the mitigation agreement for impacts to the historic bridge.
- Funding from Oregon House Bill (HB) 2017 has been exhausted. Washington Senate Bill 5165 funding from the 2021 legislative session will now be used to fund project activities.
- Oregon HB 4089-1 passed both chambers in March. The legislation is Oregon’s half of the bi-state bridge authority legislation.
- Washington Substitute SB 5558 passed through both chambers unanimously and completes the necessary legislation to allow the mid-Columbia region the opportunity to form a new bridge authority across state borders.
- Washington SB 5974 currently includes \$75-million for the bridge project. This amount would complete engineering and serve as a down payment for construction.
- Washington SB 5689 amends the transportation budget and includes \$1.5-million for traffic and tolling studies.
- Bridge will be experiencing single lane closures for toll plaza repairs in April.

### How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.

WE ARE HERE ▼

| Agency/<br>Stakeholder<br>Outreach |    | Environmental Compliance |                        |    |    |      |               |    |    |      |    |    |    |      |    |    |  |  |  |  |  |
|------------------------------------|----|--------------------------|------------------------|----|----|------|---------------|----|----|------|----|----|----|------|----|----|--|--|--|--|--|
| Technical Study Updates            |    |                          | Supplemental Draft EIS |    |    |      | Final EIS/ROD |    |    |      |    |    |    |      |    |    |  |  |  |  |  |
| Community Meeting                  |    |                          | Community Meeting      |    |    |      |               |    |    |      |    |    |    |      |    |    |  |  |  |  |  |
| Q3                                 | Q4 | Q1                       | Q2                     | Q3 | Q4 | Q1   | Q2            | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 |  |  |  |  |  |
| 2018                               |    | 2019                     |                        |    |    | 2020 |               |    |    | 2021 |    |    |    | 2022 |    |    |  |  |  |  |  |

To learn more about the project, please visit us at:  
[www.portofhoodriver.com/bridge](http://www.portofhoodriver.com/bridge)

### PROJECT CONTACT

Kevin Greenwood, Project Director  
 ☎ 541-436-0797  
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# Commission Memo



Prepared by: Michael McElwee  
Date: March 15, 2022  
Re: Hood River Energy Council

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Marla Harvey, Coordinator of the Hood River County Energy Council (“HREC”) will attend the meeting and make a presentation on recent activities and the 2022-25 Work Plan. The HREC is administered by the Mid-Columbia Council of Governments and funded through grants and financial contributions from local agencies. The Port of Hood River contributed \$10,000 to the HREC each of the last two years. Commissioner Chapman is the Port’s representative on the Council.

**RECOMMENDATION:** Informational.

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## Memorandum

**To:** Port of Hood River  
**From:** Marla Harvey, Energy Coordinator  
**Date:** March 11, 2022  
**Re:** Energy Council 2021 Accomplishments, Work Plan, and Funding Request

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**Request:** The Energy Council asks that the Port of Hood River:

1. Receive an update on Energy Council progress in the last fiscal year.
2. Provide feedback on Energy Council 2022-2025 Work Plan.
3. Consider a fiscal year 2023 funding request of \$20,000.

### **Energy Plan Implementation Progress in 2021**

In its third year, the [Hood River County Energy Council](#), in partnership with local governing bodies, [Mid-Columbia Economic Development District \(MCEDD\)](#), [Energy Trust of Oregon \(ETO\)](#), and others made significant progress in several key areas outlined in the Energy Plan. The following are key highlights from the work completed by the Energy Council, its staff, or partners to move toward the goals outlined in the Hood River Energy Plan:

- Began working with The Next Door Inc to assess needs and interests and support increased access to energy efficiency and solar resources among low-income and Latino/a/Hispanic communities.
- Developed a project to expand access to critical transportation services for older, low-income and disabled adults in Hood River and Klickitat Counties through purchase of a weather and client appropriate electric vehicle to use for getting clients to medical appointments. The project is fully funded.
- Supported five funding applications for projects related to implementation of the Energy Plan and connected two local projects to resources to support integration of energy into project discussions.
- Began efforts to develop streamlined pathways to efficiently access funding to support projects.

### **2022-2025 Work Plan**

The Energy Council is finalizing adoption of a new four-year work plan. The 2022-2025 work plan will guide the Energy Council and staff efforts in supporting implementation of the Hood River County Energy Plan by achieving its goals and maximizing community benefits related to energy. The Draft incorporates priority projects, critical engagement opportunities, and increasing awareness of the Energy Council and its work.

**Please review the attached draft work plan and provide any feedback on alignment with priorities for the Port of Hood River.**

## **Funding Requests**

Since 2019, the Energy Council has requested annual financial support from governing bodies to support the Energy Council in implementing the Hood River County Energy Plan. This local support has leveraged investments from Business Oregon, Oregon Community Foundation, Energy Trust of Oregon, and Meyer Memorial Foundation as well as significant expertise and capacity from the volunteer members of the Energy Council.

**For FY 2023, the Energy Council is requesting an increase in annual funding to \$20,000 from the Port of Hood River.** The Energy Council is making the same request of the two other governing bodies served by ETO to align with the additional funding resource opportunities as well as a smaller request of \$5,000 to the governing body outside of ETO territory. These requests will support plan implementation through the following:

- **Workplan growth.** The Energy Council and its partners have worked with potential project owners to connect them to resources and help projects move towards shovel-ready status. Continuing this momentum with more active project support around implementation will be critical to ensure Hood River County communities are able to leverage the new resources available for energy resilience at the State and Federal levels.
- **Increasing sustainability of the Energy Council.** Staff and Council will continue to seek outside resources to support plan implementation as they are available, but local commitment is critical to meeting its objectives. Growing this commitment also provides the flexibility to meet local needs rather than aligning work with funder priorities.
- **Increasing costs for staffing.** To further support plan implementation, the Energy Council and MCEDD have worked to shift project management staff to a higher-level position. This, along with increasing labor costs, is increasing the resources needed for capacity.

With this additional support and as part of its workplan, the Energy Council will also seek to provide technical assistance for the following projects particularly relevant to the Port of Hood River:

- Coordinate local input and energy plan alignment with Pacific Northwest National Laboratory assessment if it is funded. This project will give the community valuable information on the impacts of vehicle electrification and the policies needed to support an efficient transition (called Electric Vehicle Infrastructure Study). Through this, or other means, we could help the Port assess the impacts of charging stations on your infrastructure.
- Identify and support opportunities to integrate energy efficiency and resilient renewable energy into the new Hood River Bridge and support the bridge's pedestrian connectivity elements.
- Coordinate with the Port to evaluate opportunities to integrate microgrids that support economic resilience within new and existing developments.
- Connect commercial and industrial businesses to resources that will support them in operational improvements and technologies to reduce reducing their energy use.

**Please provide any feedback on this request and consider it as part of your annual budgeting process.** Energy Council staff is happy to participate as needed to support inclusion.

# Hood River County Energy Council 2022-2025 Work Plan

## Background

The Hood River County Energy Council (Energy Council) is a community-led advisory body supporting implementation of the Hood River County Energy Plan (Energy Plan) in collaboration with the governing bodies that adopted the plan: Hood River County, the City of Hood River, the Port of Hood River, and the Port of Cascade Locks. The 11-member council includes representation from the four governing bodies and Energy Council appointed community members with expertise and interest in energy topics. The Council is supported by staff at Mid-Columbia Economic Development District. Council members and staff are building capacity to advance the Energy Plan through building relationships supporting projects and fundraising.

The long-range vision and goals of the Hood River County Energy Plan are as follows:

### Vision

The Hood River County Energy Plan is a blueprint to improve community resilience, increase energy independence, and increase economic benefits related to energy use in Hood River County while reducing emissions from the burning of fossil fuels.

### Goals

- A. **Reduce fossil fuel use.** Specifically, replace power generated from fossil fuels with clean, renewable energy in buildings, water systems, and transportation by 30% in 2030, 50% in 2040 and 80% in 2050, as compared with 2016 levels.
- B. **Improve resilience and energy independence.** Specifically, generate 50% of the county's energy needs from local diversified energy sources and storage capacity by 2050. Increase overall capacity, price security, energy generation control and stability, and provide key services in the event of an emergency.
- C. **Increase investment in local renewable energy resources.** Specifically, strategically utilize \$25 million in revolving funds by 2025 to enable local projects and create a business environment that supports our Energy Plan goals. Benefit the local economy by increasing investment in clean energy technologies and decreasing out-of-region and out-of-pocket expenditures. Keep dollars spent and dollars saved on energy in the community. Hood River County Energy Council Work Plan

The HRCEC maintains a work plan to help guide its efforts. The 2022-2025 Work Plan was prepared by the Energy Council subcommittees (consisting of involved members and expert volunteers). The plan was also informed by 12 partner organizations and six community members via survey. The purpose of this work plan is to document and communicate project priorities that the Energy Council hopes to support between 2022-2025. If a project is in the work plan, the Energy Council prioritized it based on the following criteria:

- **Energy Plan goals.** Significantly impact one or more Energy Plan goals, including reducing fossil fuel use, improving resilience and energy independence, and increasing investment in local renewable energy sources through a revolving fund
- **Equity.** Reduce an inequity or disparity related to energy.
- **Governing Bodies.** Present opportunities to benefit Energy Plan adopting governing bodies with direct projects and geographic balance as much as possible.
- **Project Value.** Support additional community benefits, including number and diversity of stakeholders benefited, energy, water, or money saved, community resilience and health benefits, potential for retaining or creating jobs, etc.
- **Capacity.** Are realistic to move forward given the capacity required from Energy Council stakeholders (example, HRCEC staff, HRCEC members, governing body staff, governing body elected bodies, key consultants).
- **Likelihood of Success.** Are considered to be in alignment with community priorities and the interests of organizations needed to implement.

## Acronym Glossary

- **CityCL.** City of Cascade Locks
- **BEF.** Bonneville Environmental Foundation
- **BSWG.** (HR-White Salmon Bridge) Bi-State Working Group
- **CAT.** Columbia Area Transit
- **CRuSE.** Clean Rural Electric Car Share
- **CGCC.** Columbia Gorge Community College,
- **CityHR.** City of Hood River
- **DEI.** Diversity Equity and Inclusion
- **ELSBP.** Electric School Bus Learning Project



- **ETO.** Energy Trust of Oregon
- **FISH.** FISH Food Bank
- **HBA.** Home Builders Associations
- **HRCSD.** Hood River County School District
- **HRECP.** Hood River Electric Cooperative
- **HRC.** Hood River County
- **HRCEC.** Hood River Council Energy Council: HRCEC
- **HRVAC.** Hood River Valley Adult Center,
- **MCCAC:** Mid-Columbia Community Action Council
- **MCEDD:** Mid-Columbia Economic Development District
- **MTH.** Mount Hood Town Hall
- **NWPUD.** Northern Wasco Public Utility District
- **NWEC.** Northwest Energy Coalition
- **NWN.** Northwest Natural
- **PNNL.** Pacific Northwest National Laboratory
- **PortCL:** Port of Cascade Locks
- **PortHR:** Port of Hood River
- **PP:** Pacific Power
- **WF:** Westside Fire

# Work Plan Priorities

## 1. Building Design, Construction, and Occupancy

Reducing energy use reduces the fossil fuel emissions from generating energy, but even when the electric energy supply is clean, energy efficient buildings provide many benefits. They reduce energy costs. They result in better indoor air quality and a more comfortable environment. During power outages, they help maintain safe temperatures for longer periods of time. Buildings that use less energy create less strain on community infrastructure, such as electric poles and wires. We can encourage energy efficiency during construction, and through upgrades to homes and buildings such as sealing cracks and updating heating, cooling systems, water heaters and appliances. The Energy Council seeks to implement projects that address the following priorities related to Buildings Design, Construction, and Occupancy between 2022 and 2025.

- 1.1. **Increase access to healthy, efficient homes among low and moderate income, and communities of color.** The Energy Plan calls for reducing energy bills for people that spend more than a third of their income on energy (known as energy burden). We also prioritize activities that reduce disparities within the community. For these reasons, we seek to prioritize activities that ensure low- and moderate-income families and communities of color benefit from low energy bills, healthy environments, and safety in the face of power outages.
- 1.2. **Encourage home labeling that reveals energy costs.** A building's energy efficiency effects energy cost and building comfort. However, this information is rarely available to buyers and renters. Energy labels that quantify energy costs can encourage more efficient homes and make it possible to get loans to make energy efficient upgrades. We seek to make the value of energy efficiency transparent to home buyers by encouraging energy labels provided by realtors and contractors.
- 1.3. **Encourage leadership by example.** The Energy Plan calls for adopting governing bodies to lead by example. We seek to encourage and support the Hood River County governing bodies in optimizing the energy technologies in their facilities.
- 1.4. **Reduce energy use for the highest energy users.** Large commercial and industrial customers are some of the highest energy users in the county. We seek to engage these entities in efficiency programs, technology upgrades and operational practices that reduce their energy use, climate change impacts, and save them money.

## 2. Transportation and Land Use

A little over half of Hood River County's energy usage, costs, and emissions are caused by the fossil fuels used for transportation. We can reduce energy use, save money, and reduce our contributions to climate change by replacing fossil fuel emitting fuels with clean (primarily electricity). We can also make it easier and safer for people to walk, bike, and use public transportation, instead of relying on personal vehicles. The Energy Council seeks to implement projects that address the following priorities related to Transportation and Land Use in 2022.

- 2.1. **Prepare infrastructure for electric vehicles.** There are many benefits to electric vehicles. In Oregon, electric fuel is cleaner and less toxic for air quality than gasoline and diesel. Compared with fossil fueled vehicles, an electric car can save owners more than \$1,000 a year in fuel and maintenance. More of the dollars spent on electric fuel stay within the community, creating additional economic benefits. Today, some electric vehicles cost the same as fossil fuel options and this will become more common with time. For these and other reasons, it is expected that electric vehicles will become more popular than fossil fuel options in the near future. However, rural communities will be slower to adopt this technology if the infrastructure needed to support electric vehicles is not ready. We seek to prepare the community by increasing the availability of supportive electric vehicle infrastructure through community-wide and site level planning.
- 2.2. **Support efficient, resilient public transportation.** We want to make sure the benefits of electric vehicles are available to the whole community. Electrifying school buses, car shares, and transit is a good way to do this. However, electrifying these fleets is more costly and complex. We seek to expand public transportation and support the electrification of public transportation.
- 2.3. **Understand the alternative fuels policy landscape.** With a new fuel called renewable diesel increasingly available and supported through state incentives, it is possible to affordably reduce fossil fuel emissions in existing diesel vehicles. Increasing the use of renewable diesel and other alternative blends, such as biodiesel, positively impacts air quality by reducing hazardous vehicle emissions. The State of Oregon currently mandates a certain percentage of alternative fuels (ethanol and biodiesel) blends at fueling stations. We seek to monitor and support local integration of alternative fuels when the timing is right.
- 2.4. **Encourage infrastructure that makes it safer for people to walk, bike, and use public transportation.** The most cost-effective way to reduce fossil-fuel use in transportation is by shifting people from private vehicles to more sustainable forms of transportation. Active transportation options, such as walking or bicycling also facilitate public health through increased physical exercise and reduced air pollution. Increasing access to and opportunities for active transportation reduces economic inequalities. We seek to follow and support local, ongoing efforts to deprioritize cars and the speed of traffic and increase public transportation where it makes sense to do so.

### 3. Community Scale Solutions

Whether from winter storms, fires, or other events, power outages may occur in any season. Outages are increasing with more frequent and severe weather. On top of recurring events, the Pacific Northwest is faced with the threat of a large-scale earthquake that could leave Hood River County without access to electricity or liquid fuels for several weeks or longer. Resilient energy infrastructure, like renewable energy plus storage in microgrids, can provide backup power during electrical outages. In addition to providing clean energy every day of the year and backup power when necessary, renewable energy systems can be used to reduce monthly utility bills or generate revenue for local organizations. We can support resilient, renewable energy and storage systems by collaborating to design and fund systems that offer the greatest benefits. The Energy Council seeks to implement projects that address the following priorities related to Community Scale Solutions between 2022 and 2025.

- 3.1. **Develop sustainable pathways to identify and fund energy resilience projects.** The Energy Council works with school districts, foodbanks, governing agencies and more to develop energy projects that will increase community resilience. Increasingly, there are funding opportunities available to support these projects.

A new \$50 million state energy grant program (the [Community Renewable Energy Grant Program](#)) will soon be available to support energy resilience projects in rural parts of Oregon.

The Federal Emergency Management Agency invests billions of dollars into its hazard mitigation programs every year.

Significant new resources will be invested in community resilience through the federal Infrastructure Investment and Jobs Act, passed in 2021.

However, state and federal funding sources can be complicated and burdensome to access. We seek to develop and deploy streamlined, sustainable pathways for accessing federal and state funding for these and other priority projects.

- 3.2. **Create enabling conditions for Hood River County to achieve Energy Plan goals long term.** Energy projects can increase health, safety, and economic prosperity in many ways. Changes in state and federal policies are opening doors for new ways for the community to access these benefits through energy programs. We seek to participate in the development of those programs to ensure they meet our community's needs.

## 4. All Energy Council

From 2019-2021, the Energy Council built a strong foundation for collaborative implementation of the Energy Plan. Beginning in Spring 2022, the Energy Council is entering a new phase with the transition of its primary staff member and the adoption of this work plan. In this new phase, we will build upon past progress to expand our impact. To do this, we will create structures to strengthen our work internally and externally. The Energy Council seeks to implement projects that address the following priorities between 2022 and 2025.

- 4.1. **Increase awareness of the Energy Plan and the Energy Council.** We seek to invite the community to learn about and participate in Energy Plan goals and implementation through the development of an informative website.
- 4.2. **Develop structures for integrating equity into Energy Plan implementation.** The Energy Council strives to reduce disparities and increase access to the benefits of energy projects through Energy Plan implementation. We have made progress in this work but need to do more to achieve this goal. To move to the next level, we need to look inward at how we operate and interact with each other and outward at how we develop projects.
- 4.3. **Maintain and grow capacity.** Energy Plan implementation is a community effort. We rely on local investment in time and resources. We also benefit from the support of numerous partners in and outside of the community. We seek to continue to invest in our relationships to ensure we have the capacity needed to achieve our goals.

# 2022-2025 Work Plan Projects

To implement the above priorities, the Energy Council has defined the following projects for the Energy Council to support between 2022-2025. Some of these are continuations of ongoing projects and some are new or modified. As funding, resource, policy, or product opportunities evolve, we expect that the scope or scale of some of these projects may change.

| Description   | Timing  | Hood River County Energy Council (HRCEC) Role  | Project Decision Maker   Involved and Impacted Partners            | Energy Plan and Priority Alignment  |
|---|---|--|--|---|
| Buildings Design Construction and Occupancy   |   |  |  |   |
| <p><u>Creating Equitable Access:</u> Promote equitable access to energy efficient and resilient homes. Increase awareness of existing programs that provide support for energy efficiency and solar programs among low-moderate income and communities of color. Identify and address barriers to accessing resources. Explore how to develop a cohort of trusted contractors available to meet local demand for this work.</p>                     | <p>Jan- June '22<br/>Assessment and next steps</p> <p>'23- '25:<br/>Implement and support contractor cohort</p> | <p>Coordinate implementation of phase 1 assessment and support strategy for phase 2.</p>                                 | <p>MCEDD (Phase 1)   TNDI, ETO, MCHA, MCCAC, HRECP, CityCL NWN</p> | <p>EP goal 1 and 2.</p> <p>Buildings Objective 2 and 3</p> <p>WP Priority 1.1</p> |
| <p><u>Affordable Housing Projects:</u> Ensure low-moderate income families benefit from low energy bills, healthy environments, and safety in the face of power outages. Encourage and support efforts to make the new affordable housing development at Rand Road, and any future affordable housing developments, highly efficient, resilient, and all electric. Collect data on energy use, resident experiences, and share lessons learned.</p> | <p>'22 encourage elements in design</p> <p>'23 Construction occurs.</p> <p>'24 track impacts.</p>               | <p>Connect to ETO programs. Engage in planning and support identification of additional funding for solar + storage.</p> | <p>CityHR, CDP and CCHC   HRCEC, Energy Trust of Oregon</p>        | <p>EP goal 1 and 2.</p> <p>Buildings Objective 1 and 3</p> <p>WP Priority 1.1</p> |

| Description   | Timing   | Hood River County Energy Council (HRCEC) Role   | Project Decision Maker   Involved and Impacted Partners   | Energy Plan and Priority Alignment   |
|---|--|---|---|--|
| <p><u>Public Buildings Optimize Energy Use:</u> Support the efficient use of public resources. Encourage public buildings to complete energy audits and implement cost-effective measures that save energy. Where applicable, take advantage of Strategic Energy Management support from Energy Trust of Oregon.</p>  | <p>'22 complete audits<br/>'23 encourage upgrades<br/>'24-'25: track</p> | <p>Track and coordinate ETO and BPA support as needed.</p>                                    | <p>HRC, CityHR, PortCL</p>  | <p>EP goal 1<br/>Buildings Objective 2<br/>WP Priority 1.3</p>                 |
| <p><u>Residential New Construction Voluntary Green Building Policies:</u> The greatest and least cost opportunity to impact the energy use and comfort of buildings is during construction. Support governing bodies in deploying incentives and/or sharing information that encourages home builders to build more efficient, comfortable, and resilient homes.</p>                        | <p>'22 propose options<br/>'22-'25 execute</p>                           | <p>Prepare information on pathway options and their impacts and support governing bodies.</p> | <p>HRC, CityHR, and CityCL are decision makers.   ETO, home builders association, affordable housing developers, local building contractors</p> | <p>EP goal 1 and possibly 2.<br/>Buildings Objective 1<br/>WP Priority 1.1</p> |
| <p><u>Residential Building Home Labeling Policies:</u> Energy bills affect cost of living but are rarely understood at the time of purchase. Support the development of home energy labeling programs that clarify energy costs and open up financing options for energy efficient upgrades. Share the benefits and the anticipated impacts on community and governing body operations.</p> | <p>'22 review models<br/>'23 request adoption<br/>'24-'25 implement</p>  | <p>Prepare recommendations on policy, support outreach and education.</p>                     | <p>HRC, CityHR,   ETO, HBA, developers of affordable housing, realtors, local building contractors</p>  | <p>EP goal 1<br/>Buildings Objective 2<br/>WP Priority 1.2</p>                 |
| <p><u>Large Private Buildings Optimize Energy Use:</u> High energy using businesses will benefit from reduced</p>   | <p>'22 outreach and cohort</p>   | <p>Support coordinated</p>  | <p>Building owners (including PortCL,</p>   | <p>EP Goal 1<br/>Buildings</p>   |

| Description   | Timing  | Hood River County Energy Council (HRCEC) Role         | Project Decision Maker   Involved and Impacted Partners          | Energy Plan and Priority Alignment                                     |
|---|---|---|--|--|
| electric bills. Connect commercial and industrial businesses to resources that will support them in operational improvements and technologies to reduce reducing their energy use.  | identification<br><br>'23 - '25 cohort execution                        | outreach  | PortHR)   ETO, private businesses                                | Objective 2<br><br>WP Priority 1.4                                     |
| Transportation and Land Use   |   |   |  |  |
| <u>Electric Vehicle Infrastructure Study:</u> Electric vehicles are expected to become more popular than vehicles powered by gasoline or diesel, in the near future. Complete a study to understand where investments in charging infrastructure are needed to prepare the community for electric vehicles. Consider the needs of the community as a whole, as well as key public fleets. | Timing depends on funding.<br><br>'22: Planning<br><br>'22-24 implement | Coordinate stakeholder input in study. Share results. | PPNL   PortHR, CityHR, NWPUD, the LINK, PortCL, FID, CityCL, CAT | EP Goal 1<br><br>Trans and Land Use Objective 2<br><br>WP Priority 2.1 |
| <u>Non-Residential Charging Station Site Assessments:</u> Understanding the cost of charging stations is the first step in transitioning to electric vehicles. Encourage organizations in Pacific Power territory to take advantage of free evaluations for charging station assessments.   | '22-24  | Connect organizations to resources                    | Organizations, Pacific Power                                     | EP Goal 1<br><br>Trans and Land Use Objective 2<br><br>WP Priority 2.1 |
| <u>Electric Vehicle (EV) Planning with Local Governments and Local Utilities:</u> Reduce infrastructure costs and accelerate EV adoptions. Support governing bodies and publicly owned utilities in considering innovative  | '23 - '25   | Analyze potential strategies, identify resource       | CityHR, HRC, CLMU, HRECP   | EP Goal 1<br><br>Trans and Land  |



| Description   | Timing  | Hood River County Energy Council (HRCEC) Role   | Project Decision Maker   Involved and Impacted Partners | Energy Plan and Priority Alignment  |
|---|---|---|---|---|
| <p>programs to support transportation and reduce the costs of electrification. Examples for municipalities include requiring vehicle or bike charging in right of ways, lamp posts, or multifamily dwellings when under development. Examples for utilities include developing make ready infrastructure and other resources that reduce the barriers for charging infrastructure.</p>  |   | <p>opportunities, and provide support for implementation as needed.</p>   |   | <p>Use Objective 2<br/>WP Priority 2.1</p>                                      |
| <p><u>Investigate Renewable Diesel:</u> Biodiesel and renewable diesel are low-emission fuel options that can be mixed with or replace fossil fuel diesel in transportation. Monitor state bills and other cities working to reduce climate change emissions via reduced or fossil-free diesel fuel policies.</p>   | <p>'22-'25</p>  | <p>Track and share progress of city and state efforts</p>   | <p>CityHR or HRC</p>                                    | <p>EP Goal 1<br/>Trans and Land Use Objective 2<br/>WP Priority 2.3</p>         |
| <p><u>Hood River County School District (HRCSD) Resilient Electric School Bus and Microgrid:</u> Electric school buses reduce student and community exposure to toxic emissions and reduce fossil fuel use. They also offer unique opportunities to support the community during a power outage. Support HRCSD in procuring an electric school bus that is capable of providing mobile backup power during power outages.</p> | <p>'22: Support funding application<br/>'23-'25: Support district, as needed, with implementation</p> | <p>Support coordination with technical assistance providers, provide grant writing technical assistance as needed</p> | <p>HRCSD   BEF, ESBLP</p>                               | <p>EP Goal 1<br/>Trans and Land Use Objective 2 &amp; 3<br/>WP Priority 2.2</p> |
| <p><u>Gorge Transit Strategy:</u> The Gorge Transit Strategy is an</p>  | <p>On going</p>   | <p>Engage in</p>  | <p>Gorge Transit</p>                                    | <p>EP Goal 1</p>  |

| Description  | Timing   | Hood River County Energy Council (HRCEC) Role                       | Project Decision Maker   Involved and Impacted Partners                                     | Energy Plan and Priority Alignment                                   |
|--|----------|---|---|--|
| important, collaborative planning process that will set forward a vision for coordinated public transportation in the Gorge. Support the Gorge Regional Transit Strategy Working Group in considering fleet electrification, and, if interested, other low-emission fuels like renewable diesel.   |          | conversations related to alternative fuels. Connect with resources. | Strategy Steering Committee   Possible: ESBLP, BEF, Clean Cities Coalition, Forth as needed | Trans and Land Use Objective 2 and 4<br>WP Priority 2.2              |
| <u>Clean Rural Electric Car Share</u> : Hood River County is home to the first Clean Rural Electric Car Share (CRuSE). The car share increases access to clean transportation by offering short term (by the minute) rentals of electric cars. Encourage the success of CRuSE and support the project's next steps after the pilot concludes.  | On-going | Participate in planning meetings with program implementers.         | Forth manages the project partners. Locally those include CityHR, CAT, MCHC, PortHR         | EP Goal 1<br>Trans and Land Use Objective 2 and 4<br>WP Priority 2.2 |
| <u>Public Process Engagement</u> : Reduce reliance on personal vehicles by making it easier for people to walk, bike, and use public transportation. Reduce fossil fuels and improve air quality. Engage in public processes and help identify the impacts of policies on Energy Plan goals. Engagement priorities will be evaluated yearly. In 2022, priorities include Safe Routes to School and Heights Streetscape Plan, Columbia Area Transit Transit Master Plan, & The Gorge Regional Transit Strategy. | '22- '25 | Review plans for their alignment with Energy Plan goals.            | Varies by process   CAT, CityHR, Translink Alliance, Streets Project                        | EP Goal 1<br>Trans and Land Use Objective 2<br>WP Priority 2.4       |
| Community Scale Solutions  |          |   |   |  |

| Description   | Timing  | Hood River County Energy Council (HRCEC) Role   | Project Decision Maker   Involved and Impacted Partners   | Energy Plan and Priority Alignment  |
|---|---|---|---|---|
| <p><u>Residential Solarize Campaign</u>: Solar paired with storage can reduce energy bills and protect people during outages. However, lack of information and other barriers prevents its adoption. Coordinate an educational campaign that invites homeowners to learn about the benefits and process of installing solar and energy storage. Offer support and encouragement for adopting systems. Prioritize outreach to Latinx homeowners.</p> | <p>'22</p>  | <p>Support coordination and outreach.</p> <p>Manage contracted outreach support from TNDI</p> | <p>Homeowners, Solar Oregon, ETO   MCEDD, TNDI</p>  | <p>EP Goal 1 and 2</p> <p>Comm. Scale Sol Objective 1, Build. Objective 3</p> <p>WP 3.1</p> |
| <p><u>HRC Community Resilience Mapping</u>: Develop a map that helps identify and prioritize energy projects that provide the most benefit to the community. Specifically, consider where energy projects could provide backup power to key services, support vulnerable populations, and offer other benefits. Work with governing bodies, social service providers, and other key stakeholders.</p>   | <p>'22-24</p>   | <p>Support coordination</p>   | <p>Energy Trust of Oregon   HRC, PortHR, PortCL, CityHR, vulnerable population support representatives, critical facility representatives</p> | <p>EP Goal 1 and 2</p> <p>Comm. Scale Sol Objective 1</p> <p>WP 3.2</p>                     |
| <p><u>Funding Partnership Pathway(s)</u>: There are many funding opportunities that could support energy projects at the federal and state level. However, they can be complicated and burdensome to access. Work with HRC governing bodies to develop streamlined, sustainable pathways for accessing federal and state funding for energy resilience and other priority projects.</p>   | <p>'22-:'23: Develop pathway</p> <p>'23-'25: access</p> | <p>Support coordination</p>   | <p>HRC and/or others   ETO, CityHR, PortHR, PortCL and others.</p>  | <p>EP Goal 1 and 2</p> <p>Comm. Scale Sol Objective 1</p> <p>WP 3.1</p>                     |

| Description  | Timing   | Hood River County Energy Council (HRCEC) Role                                     | Project Decision Maker   Involved and Impacted Partners  | Energy Plan and Priority Alignment  |
|--|--|---|--|---|
| <p><u>Pacific Power Distribution System Plan Engagement:</u><br/>Ensure local electric infrastructure (known as the distribution system or grid) is supportive of the goals of the Energy Plan. Engage in the Pacific Power Distribution System Plan (DSP) planning process. Encourage transparency at all levels. Support opportunities to keep dollars local and protect the community in the face of hazards.</p>   | <p>'22</p>   | <p>Coordinate with NVEC to track and engage in the process.</p>                   | <p>Pacific Power</p>   | <p>EP Goal 1 and 2<br/><br/>Comm. Scale Sol Objective 1<br/><br/>WP 3.1</p>                     |
| <p><u>Hood River County School District (HRCSD) Resilient Bus Barn:</u> Renewable energy systems and storage can provide benefits to electric providers and the community. Support development of a microgrid at the HRCSD bus barn capable of charging the bus during a power outage and providing benefits to the electric utility. Specifically, support a feasibility study and pursue project funding.</p>  | <p>'23: Complete feasibility</p>   | <p>Coordinate feasibility studies. Consider aggregated funding if beneficial.</p> | <p>HRCSD, BEF, ETO   Forth, ELSBLP,</p>  | <p>EP Goal 1 and 2<br/><br/>Comm. Scale Sol Objective 1, Build. Objective 3<br/><br/>WP 3.2</p> |
| <p><u>County-Wide Critical Facilities Solar + Storage Microgrids:</u> Power outages may occur in any season and their risks are increasing with more frequent and severe weather. Support the development of solar + storage systems at critical facilities designed to keep buildings operational for a two-week power outage. Specifically, identify individual or aggregated funding strategies to build projects. <i>Feasibility assessments have been completed on 10 facilities.</i></p> | <p>'22-'23 Support some funding requests<br/><br/>'23 - '25 support aggregated funding</p> | <p>Coordinate fundraising. Consider aggregated funding if beneficial.</p>         | <p>FISH, HRC, CityHR, CGCC, WF, CityCL, HRCSD, MHTH, HRVAC, others depending on funding source   ETO</p> | <p>EP Goal 1 and 2<br/><br/>Comm. Scale Sol Objective 1, Build. Objective 3</p>                 |

| Description   | Timing   | Hood River County Energy Council (HRCEC) Role                   | Project Decision Maker   Involved and Impacted Partners | Energy Plan and Priority Alignment   |
|---|--|---|---|--|
|   | request  |   |   | WP 3.2   |
| <p><u>Green Tariff</u>: In coordination with state agencies and local communities, Pacific Power is developing a program that allows communities to determine their energy sources. The program is the best opportunity to meet Energy Plan goals for electrical energy. Ensure the program Pacific Power designs will meet Hood River County Energy Plan goals by advocating for key program elements that support local renewable energy generation. goals. Specifically,</p> | '22 - '23 inform program development                             | Advocate for program elements that would achieve HRC EP goals.  | CityofHR and HRC, Pacific Power   FCA, ETO              | EP Goal 1 and 2<br>Comm. Scale Sol Objective 1<br>Build. Objective 3<br>WP 3.1         |
| <p><u>Farmers Irrigation District (FID) Microgrid</u>: Hydropower within irrigation systems provide substantial, reliable renewable energy. Support development of a resilient microgrid using existing FID hydropower along with new solar and energy storage. The system should be able to backup FID facilities as well as other critical facilities. Specifically, support FID identifying funding for next stage feasibility and engaging with Pacific Power.</p>          | '22: review funding opportunities<br><br>'23-'25 support funding | Support funding identification                                  | FID, Pacific Power   ETO, FCA                           | EP Goal 1 and 2<br><br>Comm. Scale Sol Objective 1<br>Build. Objective 3<br><br>WP 3.2 |
| <p><u>City of Hood River Wastewater Treatment Plant</u>: The wastewater treatment is the City's largest energy user. In coordination with on-going facility updates, support the City in integrating opportunities to reduce fossil fuels and</p>   | '22 Data collection<br><br>'23 - '24                             | Support funding identification, support data review, connect to | CityHR   ETO, NWN                                       | EP Goal 1 and 2<br><br>Comm. Scale   |

| Description   | Timing   | Hood River County Energy Council (HRCEC) Role                          | Project Decision Maker   Involved and Impacted Partners       | Energy Plan and Priority Alignment   |
|---|--|--|---|--|
| save and generate energy. Specifically, explore options for biogas storage, microgrids and small district heating systems. Support data collection, feasibility studies, and fundraising, where applicable.   | feasibility studies  | resources, consider aggregated funding                                 |   | Sol Objective 1<br>Build. Objective 2<br><br>WP 3.2  |
| <u>Hood River Bridge Energy Resilience</u> : The development of a new Hood River Bridge is a region-wide priority as a critical link between communities and plays a role as a vital, regional link for our economy. Ensure a new Hood River Bridge achieves the goals of the Hood River County Energy Plan as much as possible. Support pedestrian connectivity elements, energy efficiency, and renewable energy. | Sep '22 - Dec '23  | Connect to ETO   | BSWG, PortHR   ETO  | EP Goal 1 and 2<br><br>Comm. Scale<br>Sol Objective 1<br>Build. Objective 2, T&L Use Obj 1<br>WP 3.2 |
| <u>In-Conduit Hydro Systems</u> : Small-scale, renewable, hydropower systems within irrigation and drinking water infrastructure are an impactful way to meet Energy Plan goals. Support systems under development for the City of Hood River (CityHR) and East Fork Irrigation District (EFID). Help identify funding development pathways when applicable.  | '22: Support CityHR project funding<br><br>'23-'25: Support EFID funding | Support fundraising.<br><br>Consider aggregated funding if beneficial. | EFID, CityHR   ETO  | EP Goal 1 and 2<br><br>Comm. Scale<br>Sol Objective 1<br><br>WP 3.2                                  |
| <u>Resilient Economic Development</u> : Encourage the development of microgrids that support economic resilience within new and existing developments. Engage with building owners and developers and identify funding  | '22 present to the Port of HR<br><br>'24 – '25                           | Share findings from Value of Energy Resilience Report and              | Assorted   PortHR, PortCL, valued added agriculture, beverage | EP Goal 1 and 2<br><br>Comm. Scale   |

| Description  | Timing        | Hood River County Energy Council (HRCEC) Role | Project Decision Maker   Involved and Impacted Partners | Energy Plan and Priority Alignment                        |
|--|---------------|---|---|---|
| for feasibility studies.   |               | identify feasibility funding                  | manufacturing, cold storage                             | Sol Objective 1<br>WP 3.1                                 |
| <u>Renewable Energy and Storage Project Tracking:</u><br>Maintain comprehensive list of individual Energy Council supported energy projects under consideration. | '22 - ongoing | Prepare and maintain list                     | Project owners  | EP Goal 1 and 2  Comm. Scale<br>Sol Objective 1<br>WP 3.2 |

| Cross Cutting Energy Council Projects   |     |   |                    |        |
|---|-----|---|--------------------|--------|
| <u>Diversity Equity and Inclusion (DEI) in Energy Council Operation and Projects:</u> The Energy Council values equity. Apply a Diversity Equity and Inclusion (DEI) lens that is place based and relevant to Hood River County. Complete DEI training. Develop and agree on a path to integrate equity, as well as diversity and inclusion into Council operations and projects. | '22 | Coordinate and participate in training. Develop DEI lens. | MCEDD   Consultant | WP 4.2 |
| <u>Energy Plan Website:</u> Community buy-in plays an important role in Energy Plan implementation. Build a scalable website that increases awareness about the Energy Plan and the efforts of the Energy Council. Solidify structure to support needed updates.  | '22 | Develop website in coordination with a consultant         | MCEDD   Consultant | WP 4.1 |

|   |                                 |  |  |               |
|---|---------------------------------|--|--|---------------|
| <p><u>Implementation Capacity</u>: Ensure that the Energy Council and community has the necessary capacity to implement its work plan. Grow reliable resources to support project coordination and implementation.</p>  | <p>'22-'25</p>                  | <p>Support fundraising to meet capacity needs.</p> | <p>MCEDD, HRC, CityHR, PortHR, PortCL, others.</p> | <p>WP 4.3</p> |
| <p><u>Staff On-Boarding</u>: The Hood River County Energy Council will be supported by a new staff member beginning in Spring 2022. Ensure they are set up for success by supporting on-boarding, including but not limited to, review of Energy Plan concepts, review of projects, and introduction to stakeholders.</p> | <p>March '22 - December '22</p> | <p>Support on-boarding meetings.</p>               | <p>MCEDD  </p>                                     | <p>WP 4.4</p> |
| <p><u>Partner Appreciation</u>: Hood River County Energy Plan implementation relies on the generous support of many partners. Recognize this support through annual acknowledgement.</p>  | <p>'22 - '24</p>                | <p>Prepare annual acknowledgement</p>              | <p>HRCEC  </p>                                     | <p>WP 4.4</p> |



### Administration

- On March 1, the CFO candidate who accepted the position and was due to start work on March 14 withdrew to accept another job offer. In consultation with President Sheppard, the search will need to be re-initiated using a different recruitment firm. This is an action item on the agenda. Fred Kowell is willing to assist in his current contract role but he will be traveling for several weeks later in March and April. The primary near-term challenge is budget preparation.
- Thank you to Genevieve Scholl for stepping in as Acting Executive Director during my vacation February 21-March 4.
- I am very proud of the leadership and thoughtful, focused response that all of our staff showed following the despicable acts of vandalism that occurred around the Port offices on February 27. Staff immediately evaluated response options and began implementing several. Other specific actions will be implemented over the next few weeks to improve surveillance and emergency response.
- The results of the Employee Survey was distributed to the Commission on Friday, March 11 via email. There was a remarkable 100% response rate. A summary will be distributed to all staff in the next two weeks.
- Attached is the Hood River County Health Department's public service announcement related to the end of the state's indoor mask mandate on March 12. All Port employees will have received the updated guidance by close of business Monday, March 14.
- Attached is a draft agenda for the annual Spring Planning Work Session scheduled for April 5. Commissioner feedback and direction in any form is appreciated.
- With the retirement of Jack Lerner and Fred Kowell, we have engaged a new IT provider, RadComp, a White Salmon-based technology support firm. Radcomp is already fully engaged and responding to the typical array of IT issues with the Port. They have been very competent and responsive.
- The PNWA "Mission to Washington" will take place virtually March 14-17, 2022. I encourage all Commissioners to register and participate for at least some of the sessions, particularly the serial presentations by the entire Pacific Northwest congressional delegation on Wednesday and Thursday. The draft agenda is attached.
- The Joint Work session with the Port of Cascade Locks that was scheduled for March 1 is likely to be re-scheduled for mid-summer.

- John Mann has completed interviews for the new, full-time position in the Facilities Department. An offer has been accepted. The new employee will start in about a month.
- 

### Recreation/Marina

- The cruise ships will start docking in Hood River in early April, see attached schedule. The schedule changes frequently however this gives us a rough idea on how many visits we will have. We will post this on the Port website for the public.
- Events on Port properties are ramping back up to pre-covid levels, see attached schedule. Staff will input these dates on the Port Shared Calendar and on the Port website.
- The ramp connection on the Marina Fuel dock has deteriorated due to age and the continuing fluctuation of the river level. Port Facility Department staff took on this project and were able to make the repairs inhouse.



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### Development/Property

- A new night-time security service, Best Defense LLC, started work on February 28. Dock walks have been added to the normal patrol routes.
- 

### Airport

- Removal of the underground storage tank (UST) adjacent to the SDS Hangar and associated soil excavation is nearly complete. The plan moving forward will be to finish

filling the pit, and then to collect a downgradient groundwater sample about 5' from the edge of the excavation area. If the post-dig samples and the groundwater sample are clean, the project should be complete. A final report will be forthcoming soon.

- Staffing changes at the FAA have resulted in a new contact for the Ken Jernstedt Airfield. For a variety of reasons, a revised CIP list was necessary, which PAE submitted on March 11.
- Hood River Soaring has taken delivery of the new wooden propellor for the tow plane. This was manufactured in Germany and is expected to reduce the noise profile of their tow operations. The Port financed 50% of the purchase. The prop is expected to be installed and operational this spring when the tow plane engine is rebuilt.
- Bill Kelsey at AVCOM carried out the Tri-Annual Inspection of the AWOS on February 28. Re-installation of the VHF transmitter also occurred.
- Port Facilities staff significantly improved the storm water drainage systems on the Heli Hangar. Staff cleaned out all the associated drainage piping, installed additional components and graded the surrounding area to assist with sheeting water away from the building. This will assist with mitigating water intrusion issues the tenant was experiencing.

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### **Bridge/Transportation**

- Lumen has not yet finalized a plan for repair of the damaged line over the lift span. When this occurs, Lumen will compensate the Port for related bridge revenue loss, crew time for closures, and administrative coordination.
- Attached is a memorandum from HDR Engineering's Mark Libby describing recent communication with ODOT and next steps related to the Bridge Weight Limit issue.

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## Hood River County Health Department

1109 June Street, Hood River, OR 97031  
Office: 541-386-1115, Fax: 541-386-9181

### For Immediate Release

**Date:** March 11, 2022  
**To:** All Media  
**From:** Hood River County Health Department  
**Subject:** Changes to Masking and Quarantine Guidance

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#### ***Mask Mandate***

Oregon Health Authority will lift the indoor public mask mandate at 11:59pm on Friday, March 11<sup>th</sup>.

What does this mean? Starting March 12<sup>th</sup>:

- There will be no mask requirement for most indoor public spaces including schools
  - Exceptions include healthcare facilities, public transportation (including airplanes and airports), and congregate care settings
- High-risk individuals are strongly encouraged to continue wearing masks in indoor public places after March 11, including those who are:
  - unvaccinated
  - immunocompromised
  - at high risk of hospitalization if they have COVID-19, including those with underlying health conditions and those 65 and older
  - living with those who are high risk
- Employers and businesses may continue to establish their own mask requirements to protect employees and customers

#### ***Quarantine Guidance***

Also starting March 12, Oregon Health Authority has paused quarantine guidance for most groups\*.

Quarantine: If you have been exposed to someone who has COVID-19, you do not have to quarantine, regardless of vaccination status. Continue to monitor yourself for symptoms.

Isolation: If you test positive for COVID-19 or have symptoms, you should still isolate for at least 5 days.

\*Visit here to learn more about updates to quarantine and isolation guidance:

[https://covidblog.oregon.gov/oregon-to-pause-quarantining-march-12-as-cases-and-hospitalizations-drop/?utm\\_medium=email&utm\\_source=govdelivery](https://covidblog.oregon.gov/oregon-to-pause-quarantining-march-12-as-cases-and-hospitalizations-drop/?utm_medium=email&utm_source=govdelivery)

√ There are several opportunities to get vaccinated and tested in our community. Visit [hrccovid19.org](http://hrccovid19.org) for more information.

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## Hood River County Health Department

1109 June Street, Hood River, OR 97031

Office: 541-386-1115, Fax: 541-386-9181

### Para Publicación Inmediata

**Fecha:** Marzo 11, 2022  
**A:** Todos Los Medios de Comunicación  
**De:** Departamento De Salud Del Condado Hood River  
**Tema:** Cambios En La Guía De Uso De Mascarillas y Cuarentena

---

#### *Mandato de Uso de Mascarilla*

La Autoridad de Salud de Oregon levantará el mandato de uso de mascarilla público en interiores a las 11:59 p. m. del Viernes 11 de Marzo.

¿Qué significa esto? Comenzando el 12 de Marzo:

- No habrá requisitos de uso de mascarilla para la mayoría de los espacios públicos interiores incluyendo las escuelas.
  - La excepciones incluyen centros de atención médica, transporte público (incluyendo los aviones y aeropuertos) y entornos de congregación de atención.
- Es altamente recomendado que las personas de alto riesgo continúen usando mascarillas en el interior de lugares públicos después del 11 de Marzo, incluyendo a aquellos que están:
  - Sin vacunar
  - Inmunocomprometidos
  - En alto riesgo de hospitalización si tienen COVID-19, incluidos aquellos con padecimientos de salud subyacentes y los mayores de 65 años.
  - O vivir con personas de alto riesgo
- Los empleadores y las empresas pueden continuar estableciendo sus propios requisitos de uso de mascarillas para proteger a los empleados y clientes.

#### *Guía para Cuarentena*

También a partir del 12 de Marzo, la Autoridad de Salud de Oregon pausó la guía de cuarentena para la mayoría de los grupos\*.

Cuarentena: si ha estado expuesto a alguien que tiene COVID-19, no tiene que ponerse en cuarentena, independientemente del estado de vacunación. Continúe controlándose a sí mismo en observación de síntomas.

Aislamiento: Si da positivo al COVID-19 o tiene síntomas, aún debe aislarse durante al menos 5 días.

\* Visite aquí para obtener más información sobre las actualizaciones de la guía de cuarentena y aislamiento:

[https://covidblog.oregon.gov/oregon-to-pause-quarantining-march-12-as-cases-and-hospitalizations-drop/?utm\\_medium=email&utm\\_source=govdelivery](https://covidblog.oregon.gov/oregon-to-pause-quarantining-march-12-as-cases-and-hospitalizations-drop/?utm_medium=email&utm_source=govdelivery)

√ Hay varias oportunidades para vacunarse y hacerse la prueba en nuestra comunidad. Visite [hrccovid19.org](http://hrccovid19.org) para más información.

Port of Hood River  
**2022 Spring Planning**  
**Work Session**  
April 5, 2022  
1:30 p.m.  
1000 E. Port Marina Drive

**AGENDA**  
**D R A F T**

- I. Welcome & Introductions** (Ben Sheppard, Commission President) (5 min.)
- II. Meeting Overview** (Michael McElwee, Executive Director) (10 min.)  
*Meeting purpose and expected outcomes.*
- III. Financial Overview** (10 min.)  
*Review Port financial policies and current/projected financial conditions.*
- IV. 10-Year Financial Planning Model** (60 min.)  
*Review general assumptions, key project areas and draft 10-year financial model updated with FY 22/23 budget assumptions.*
- V. Long-Term Fiscal Sustainability** (Lorrie Arvin/Michael McElwee) (30 min.)  
Review and discuss assumptions, projections and potential actions related to future replacement of toll revenue.
- **BREAK** -----
- VI. Key Issues** (90 min.)  
*Discuss specific issues that may impact on the FY 22/23 budget. Staff will provide an overview of each issue.*
- Bridge Capital Planning (John Mann, Facilities Director)
  - Bridge Replacement Next Steps (Kevin Greenwood, Bridge Director)
    - Roles and Relationships with RBMC Team
  - Lower Mill Development Strategy (Greg Hagbery, Development Manager)
  - Waterfront Safety & Security (Daryl Stafford, Waterfront Manager)
  - Airport Development (Greg Hagbery, Development Manager)

**VII. Other**

Adjourn Work Session and Open Regular Session

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## 2022 PNWA Virtual Mission to Washington - March 14 – 17, 2022

### Monday, March 14

*\*All times below are in PACIFIC time, ZOOM links will be provided to registrants on Friday, March 11\**

- 8:30am – 10:15am**      **Mission Strategy Session**
- 10:15am – 11:00am**      **Politics and Infrastructure Issues in Washington, DC – 2022 Edition**
- Cary Davis, Senior Director of Government Relations and General Counsel, American Association of Port Authorities (AAPA)
  - Julie Ufner, President & CEO, National Waterways Conference (NWC)
- 11:00am – 11:15am**      **Break**
- 11:15am – 12:00pm**      **What to Expect in a 2022 Water Resources Development Act**
- John Kane, Senior Policy Advisor, U.S. Senate Environment and Public Works Committee
  - Max Hyman, Professional Staff Member, U.S. Senate Environment and Public Works Committee
  - Ryan Seiger, Staff Director and Senior Counsel, U.S. House of Representatives Transportation & Infrastructure Committee, Subcommittee on Water Resources and Environment
  - Ryan Hambleton, Staff Director, Transportation & Infrastructure Committee, Subcommittee on Water Resources and Environment
- 12:00pm – 12:30pm**      **Break**
- 12:30pm – 1:15pm**      **U.S. Army Corps of Engineers – Update from the DC Headquarters**
- Tom Smith, Chief of Operations and Regulatory Programs, U.S. Army Corps of Engineers  
Stephen Hill, Director of Contingency Operations, U.S. Army Corps of Engineers
- 1:15pm – 1:30pm**      **Break**
- 1:30pm – 2:15pm**      **Federal Appropriations & Funding for the Corps of Engineers**
- Laura Powell, Professional Staff Member, Senate Committee on Appropriations
  - Jen Armstrong Schenck, Staff Director/Clerk, Subcommittee on Energy & Water Development, Senate Committee on Appropriations
- 2:15pm – 2:30pm**      **Break**
- 2:30pm – 3:30pm**      **Inland Ports & Navigation Group (IPNG) meeting**  
*All PNWA members welcome to attend*



## Tuesday, March 15

*\*All times below are in PACIFIC time, ZOOM links will be provided to registrants on Friday, March 11\**

|                 |                                     |
|-----------------|-------------------------------------|
| 8:00 – 8:30am   | AVAILABLE FOR RESCHEDULING PURPOSES |
| 8:30 – 9:00am   | Sen. Ron Wyden (D, OR)              |
| 9:00 – 9:30am   | AVAILABLE FOR RESCHEDULING PURPOSES |
| 9:30 - 10:00am  | AVAILABLE FOR RESCHEDULING PURPOSES |
| 10:00 – 10:30am | Sen. Jim Risch (R, ID)              |
| 10:30 – 11:00am | BREAK                               |
| 11:00 – 11:30am | Rep. Russ Fulcher (R, ID-1)         |
| 11:30 – 12:00pm | AVAILABLE FOR RESCHEDULING PURPOSES |
| 12:00– 12:30pm  | AVAILABLE FOR RESCHEDULING PURPOSES |
| 12:30 – 1:00pm  | BREAK                               |
| 1:00p– 1:30pm   | AVAILABLE FOR RESCHEDULING PURPOSES |
| 1:30 – 2:00pm   | AVAILABLE FOR RESCHEDULING PURPOSES |
| 2:00 – 2:30pm   | AVAILABLE FOR RESCHEDULING PURPOSES |



**Wednesday, March 16**

*\*All times below are in PACIFIC time, ZOOM links will be provided to registrants on Friday, March 11\**

|                        |  |
|------------------------|--|
| <b>8:00 – 8:30am</b>   | <b>AVAILABLE FOR RESCHEDULING PURPOSES</b> |
| <b>8:30 – 9:00am</b>   | <b>Rep. Mike Simpson (R, ID-2)</b>         |
| <b>9:00 – 9:30am</b>   | <b>Rep. Suzanne Bonamici (D, OR-1)</b>     |
| <b>9:30 – 10:00am</b>  | <b>Rep. Earl Blumenauer (D, OR-3)</b>      |
| <b>10:00 – 10:30am</b> | <b>BREAK</b>                               |
| <b>10:30 – 11:00am</b> | <b>Rep. Pramila Jayapal (D, WA-7)</b>      |
| <b>11:00 – 11:30am</b> | <b>Rep. Kurt Schrader (D, OR-5)</b>        |
| <b>11:30 – 12:00pm</b> | <b>BREAK</b>                               |
| <b>12:00 – 12:30pm</b> | <b>Rep. Dan Newhouse (R, WA-4)</b>         |
| <b>12:30 – 1:00pm</b>  | <b>Rep. Adam Smith (D, WA-9)</b>           |
| <b>1:00p – 1:30pm</b>  | <b>Rep. Kim Schrier (D, WA-8)</b>          |
| <b>1:30 – 2:00pm</b>   | <b>Rep. Derek Kilmer (D, WA-6)</b>         |
| <b>2:00 – 2:30pm</b>   | <b>Rep. Marilyn Strickland (D, WA-10)</b>  |
| <b>2:30 – 3:00pm</b>   | <b>Rep. Suzan DelBene (D, WA-1)</b>        |



## **Thursday, March 17**

***\*All times below are in PACIFIC time, ZOOM links will be provided to registrants on Friday, March 11\****

|                        |   |
|------------------------|---|
| <b>8:00 – 8:30am</b>   | <b>Rep. Cliff Bentz (R, OR-2)</b>   |
| <b>8:30 - 9:00am</b>   | <b>Sen. Patty Murray (D, WA)</b>  |
| <b>9:00 – 9:30am</b>   | <b>Sen. Maria Cantwell (D, WA)</b>  |
| <b>9:30 - 10:00am</b>  | <b>AVAILABLE FOR RESCHEDULING PURPOSES</b>  |
| <b>10:00 – 10:30am</b> | <b>Rep. Peter DeFazio (D, OR-4)</b>   |
| <b>10:30 – 11:00am</b> | <b>BREAK</b>  |
| <b>11:00 – 11:15am</b> | <b>Sen. Mike Crapo (R, ID)</b>  |
| <b>11:30 – 12:00pm</b> | <b>Sen. Jeff Merkley (D, OR)</b>  |
| <b>12:00– 12:30pm</b>  | <b>Rep. Jaime Herrera Beutler (R, WA-3)</b>   |
| <b>12:30 – 1:00pm</b>  | <b>BREAK</b>  |
| <b>1:00 – 1:30pm</b>   | <b>Rep. Cathy McMorris Rodgers (R, WA-5)</b>  |
| <b>1:30 – 2:00pm</b>   | <b>Rep. Rick Larsen, (D, WA-2)</b>  |
| <b>2:00pm</b>          | <b>PNWA Virtual Mission to Washington adjourns.<br/>See you next year in Washington DC!</b> |

## 2022 Cruise Ship Docking Schedule for Hood River

Updated 3/3/2022

| Company  | Vessel           | Arrival Date                  | Arrival Time | Departure Date                | Departure Time |
|----------|------------------|-------------------------------|--------------|-------------------------------|----------------|
| Lindblad | Sea Bird         | Monday, April 4, 2022         | 8:00AM       | Wednesday, April 6, 2022      | 6am            |
| ACL      | American Harmony | Thursday, April 14, 2022      | 7pm          | Friday, April 15, 2022        | 6pm            |
| Lindblad | Sea Bird         | Friday, April 15, 2022        | 8:00AM       | Saturday, April 16, 2022      | 4PM            |
| ACL      | American Pride   | Sunday, April 17, 2022        | 9am          | Monday, April 18, 2022        | 9am            |
| ACL      | American West    | Monday, April 18, 2022        | 10:00AM      | Monday, April 18, 2022        | 7:00PM         |
| Lindblad | Sea Bird         | Monday, April 18, 2022        | 11:30pm      | Saturday, February 19, 2022   | 6PM            |
| ACL      | American Song    | Tuesday, April 19, 2022       | 8am          | Wednesday, April 20, 2022     | 6pm            |
| Lindblad | Sea Bird         | Tuesday, April 19, 2022       |              | Wednesday, April 20, 2022     |                |
| ACL      | American Harmony | Friday, April 22, 2022        | 12:30pm      | Saturday, April 23, 2022      | 6pm            |
| ACL      | American Pride   | Sunday, April 24, 2022        | 7:00AM       | Monday, April 25, 2022        | 5:00AM         |
| Lindblad | Sea Bird         | Friday, April 29, 2022        | 8AM          | Saturday, April 30, 2022      | 6pm            |
| ACL      | American Song    | Thursday, May 5, 2022         | 12:00PM      | Thursday, May 5, 2022         | 10:00PM        |
| ACL      | American Song    | Thursday, May 19, 2022        | 12:00PM      | Thursday, May 19, 2022        | 10:00PM        |
| ACL      | American Song    | Thursday, June 2, 2022        | 12:00PM      | Thursday, June 2, 2022        | 10:00PM        |
| ACL      | American Song    | Thursday, June 16, 2022       | 12:00PM      | Thursday, June 16, 2022       | 10:00PM        |
| ACL      | American Pride   | Sunday, July 3, 2022          | 10:00AM      | Sunday, July 3, 2022          | 4:00PM         |
| ACL      | American West    | Monday, July 4, 2022          | 8:00AM       | Tuesday, July 5, 2022         | 7:00AM         |
| ACL      | American Song    | Monday, July 4, 2022          | 10:00AM      | Monday, July 4, 2022          | 10:00PM        |
| ACL      | American Harmony | Saturday, July 9, 2022        | 10:00AM      | Saturday, July 9, 2022        | 4:00PM         |
| HRYC     | HR1D/DD          | Saturday, August 6, 2022      | 9am          | Monday, August 15, 2022       | 9am            |
| ACL      | American Pride   | Sunday, July 10, 2022         | 7:00AM       | Monday, July 11, 2022         | 5:00AM         |
| Lindblad | Quest            | Wednesday, September 21, 2022 | 10am         | Wednesday, September 21, 2022 | 4pm            |
| Lindblad | Sea Bird         | Tuesday, September 27, 2022   | 10am         | Tuesday, September 27, 2022   | 6pm            |
| Lindblad | Quest            | Saturday, October 1, 2022     | 8am          | Saturday, October 1, 2022     | 4pm            |
| ACL      | American Pride   | Sunday, October 2, 2022       | 10:00AM      | Sunday, October 2, 2022       | 4:00PM         |
| ACL      | American Song    | Tuesday, October 4, 2022      | 10:00AM      | Tuesday, October 4, 2022      | 4:00PM         |
| ACL      | American West    | Wednesday, October 5, 2022    | 5:00AM       | Wednesday, October 5, 2022    | 9:00PM         |
| Lindblad | Sea Bird         | Friday, October 7, 2022       | 8AM          | Friday, October 7, 2022       | 4pm            |
| ACL      | American Harmony | Saturday, October 8, 2022     | 10:00AM      | Saturday, October 8, 2022     | 4:00PM         |
| ACL      | American Pride   | Sunday, October 9, 2022       | 7:00AM       | Monday, October 10, 2022      | 5:00AM         |
| Lindblad | Sea Bird         | Tuesday, October 11, 2022     | 10am         | Tuesday, October 11, 2022     | 6pm            |
| ACL      | American Song    | Thursday, October 20, 2022    | 12:00PM      | Thursday, October 20, 2022    | 10:00PM        |
| Lindblad | Sea Bird         | Friday, October 21, 2022      | 8am          | Friday, October 21, 2022      | 4pm            |
| Lindblad | Sea Bird         | Tuesday, October 25, 2022     | 10am         | Tuesday, October 25, 2022     | 6pm            |
| ACL      | American Song    | Thursday, November 3, 2022    | 12:00PM      | Thursday, November 3, 2022    | 10:00PM        |
| Lindblad | Sea Bird         | Friday, November 4, 2022      | 8am          | Friday, November 4, 2022      | 4PM            |
| ACL      | American Song    | Thursday, November 17, 2022   | 12:00PM      | Thursday, November 17, 2022   | 10:00PM        |

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| Date Start | Date End   | Event   | Location                             | Days/Times                                       | Estimated # People |
|------------|------------|---|--------------------------------------|--|--------------------|
| 2/27/2022  | 6/1/2022   | HR High School Sailing Team Practice                  | Marina Basin/SB Dock                 | M-F 3-6pm  | 15                 |
| 3/1/2022   | 6/1/2022   | Lacrosse Jr. Program Practice & Games                 | Marina Green                         | M-F 3-7pm<br>Saturdays 8-5                       | 50                 |
| 4/23/2022  | 4/24/2022  | 24 Hour Paddle for Cancer Fundraiser                  | Nichols Basin- Frog Beach            | 24 hour team paddle                              | 15                 |
| 5/7/2022   | 5/8/2022   | Oregon State High School Sailing Championship         | Event Site- West side                | Sat-Sun 9-5                                      | 50                 |
| 5/30/2022  | 5/30/2022  | CGW2 Gear Swaps                                       | Lot #1                               | 6:30am-1pm                                       | 300                |
| 6/13/2022  | 8/28/2022  | Jr. Sailing Program Kids Program                      | Marina Basin/ SB Dock                | M-F  | 30                 |
| 7/3/2022   | 7/3/2022   | CGWA Gear Swap  | Lot #1                               | 6:30am-1pm                                       | 300                |
| 7/4/2022   | 7/4/2022   | Lions Club Eyeopener Fireworks                        | Waterfront                           | Spit closed the day before and the morning after | 10,000             |
| 7/8/2022   | 7/10/2022  | KB4C (Kiteboard for Cancer)                           | Event Site                           | Friday-Sunday<br>8am-8pm                         | 500                |
| 7/11/2022  | 7/17/2022  | Downwind Paddle Champs- Canoe/Outrigger Race          | Stevenson/Waterfront Park            | Wind dependant for race days/times               | 800                |
| 7/23/2022  | 7/23/2022  | Windy River Marathon Relay- Hood to Coast Series      | Marina Green                         | 6am-7pm  | 600                |
| 7/29/2022  | 7/31/2022  | SIC Gorge Paddle Challenge- SUP, OC, Foil, Wing Race  | Waterfront Park/ Jensen West Parking | 9-5  | 400                |
| 8/6/2022   | 8/6/2022   | Double Damned Sailboat Race- Cascade Locks-The Dalles | HR Marina                            | 8-6  | 30                 |
| 8/8/2022   | 8/12/2022  | ABK Windsurfing Clinics                               | Marina Beach                         | 9-5  | 15                 |
| 8/13/2022  | 8/14/2022  | HR1D Regatta- One Design Sailboat Races               | HR Marina                            | 8-6  | 30                 |
| 8/15/2022  | 8/15/2022  | ABK Windsurfing Clinics                               | Marina Beach                         | 9-5  | 15                 |
| 9/4/2022   | 9/4/2022   | CGWA Gear Swap  | Lot #1                               | 6:30am-1pm                                       | 300                |
| 9/7/2022   | 9/10/2022  | AWSI Trade Show- Private Event                        | Event Site & Lot #1                  | 5 days   | 300                |
| 10/7/2022  | 10/9/2022  | Harvest Fest  | Event Site & Lot #1                  | 3 days   | 10,000             |
| 10/16/2022 | 10/16/2022 | Columbia Gorge Marathon                               | Event Site                           | 1 day  | 1500               |

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# Meeting Notes

Project: Hood River Bridge Load Restoration

Subject: Coordination Meeting with ODOT

Date: Tuesday, March 08, 2022

Location: Webex Meeting

|            |   |                                     |
|------------|---|-------------------------------------|
| Attendees: | Jon Rooper, ODOT Sr. Bridge Load Rater      | Michael McElwee, Port of Hood River |
|            | Joel Boothe, ODOT Bridge Operations Manager | Mark Libby, HDR                     |
|            | John Mann, Port of Hood River               | Carly Clark, HDR                    |

## Purpose:

Meeting purpose was to discuss the load testing analysis and results and next steps for implementation.

## Key Takeaways:

- It appears that the assumption of rounding rating factors between 0.95 and 1.0 up to 1.0 is being applied. FHWA allows for this rounding when general distribution factors are used; it is not allowable when refined analysis methods are applied. HDR will review analysis sections to ensure this rounding is not applied to load testing analysis results.
- In the Washington approach spans, the SU5 truck is controlling over the SU6 and SU7 trucks which is typically not the case. This issue had been raised with BDI and they confirmed the result. HDR will revisit this location to verify the results.
- Regarding preferred means of implementing the revised rating results, ODOT no longer has an active contract with DEA for the load rating analysis and it would take months to get one in place. It would be complicated for them to directly apply the BDI results into their original load rating due to differences in analytical tools. HDR and BDI could provide a supplemental stamped load rating for those elements that we want to address. ODOT would review and accept (barring any apparent errors) as the official load rating for those specific elements and trucks. The HL-93 design truck and permit trucks would not need to be included.
- There was agreement that the most timely and economical means of advancing would be to build on the existing analysis of HDR and BDI and that this will be much simpler if we do not have to include all the other rating vehicles. The planned asphalt overlay on the Oregon and Washington approach spans would need to be included. The Span 19 deck truss is also a gap in the analysis due to the added high-tension rods that were noted in the 1996

Washington Approach widening plans. This information was not available in the original load rating and this span was not instrumented or analyzed as part of the load testing program.

- There was agreement that HDR should meet with BDI and develop the scope of work and fee estimate for updates to the rating analysis. The supplemental load rating would not be able to be applied to a future load rating analysis performed by ODOT since the load testing results are not directly applicable to the ODOT analysis tools. A new load rating would only be required if there are substantive changes in the applied loads, such as added dead load, or member capacity conditions, such as impact damage or section loss.
- HDR should discuss with BDI options for providing documentation or data that would allow application of the load testing analysis to a future ODOT load rating. Consider whether it is appropriate to do this now considering the bridge replacement project.

### Sufficiency Rating:

Discussion occurred about the Sufficiency Rating and reasons for its recent dropping. The 2018 inspection report listed it as 48.7, the 2020 inspection report listed it as 38.7, and the current post LRFR load rating sufficiency rating is 16.5.

- ODOT noted that the sufficiency rating is not associated with the load limits of the load posting vehicles; rather it is tied to the Inventory Rating of the HL-93 design vehicle. The HL-93 design vehicle is a notional load intended to sufficiently encompass the steady stream of heavy trucks on interstate bridges.
- The 2020 bridge inspection reduced the condition rating for both superstructure and substructure from an NBI rating of 6 to 5. This change correlates to a 10-point reduction in the sufficiency rating. As stated in the inspection report cover letter “The downgrade of the superstructure was due to a review of the ODOT Coding Guide - Steel Superstructure Supplemental Rating Guidelines as opposed to any significant change in the bridge.” Similarly, the substructure condition rating was based on the latest underwater inspection report but there were no significant changes in conditions over prior reports.

Per the ODOT Coding Guide the condition assessment descriptions are:

**6) Satisfactory Condition** – Initial section loss (minor pitting, scaling, or flaking) in non-critical areas.

**5) Fair Condition** - Initial section loss in critical areas. Fatigue or out-of-plane distortion cracks may be present in non-critical areas. Hinges may show minor corrosion problems.

- The reduction from the 2020 inspection to current is predominantly due to the change in load rating values in the new Load and Resistance Factor Rating (LRFR) analysis. The load posting reductions are related to the load rating results of the legal and heavy haul trucks (Type 3, SU4-SU7, EV2, EV3) whereas the sufficiency rating reduction is only related to the Inventory Rating factor of the HL-93 design load. The HL-93 design load could be added to



the load testing analysis if it is desirable to show an increase in the sufficiency rating, however this will have no effect on the posted load limits for the bridge.

**Next Steps:**

HDR will work with the Port and BDI to develop the scope and fee for additional analysis for the supplemental load rating analysis and rehabilitation for sections below the load limits desired by the Port. Load postings cannot be raised until required rehabilitation is performed. Interim postings can be provided if the desired level of rehabilitation occurs in stages.

We anticipate that the additional lateral bracing for the Oregon approach span beams is required for all options, the planned asphalt overlay on the Oregon and Washington approach spans needs to be included in BDI's models, and the Span 19 deck truss needs to be modeled and analyzed for the added bottom chord tension rods and the load test truck loading results.

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: March 14, 2022  
Re: RBMC RFP

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The Bridge Replacement Project has reached a significant milestone with the pending release of this Replacement Bridge Management Contract Request for Proposals document. This effort started in September of last year and has been reviewed – several times in many cases – by Port staff, Oregon Dept. of Transportation, Schwabe Williams outside legal counsel, the SW Washington Regional Transportation Council and members of the Bi-State Working Group.

The RBMC Firm will represent the Port and Region’s interests in managing both the engineering/design and construction contracts. They will serve as the “owners” representative in assessing a wide array of technical issues as the project moves forward. The proposed contract would start with a year one statement of work including the following:

1. Development of various planning documents including project management, communication, permitting, invoicing, and land use/right of way.
2. Authoring and facilitating the selection process for an engineering/design firm.
3. Preparing and managing the project schedule and budget using industry-accepted tools.
4. Schedule and facilitate progress meetings for all project components including presentations to the Port Commission and Bi-State Working Group.
5. Development of subsequent year workplans.

As with a project of this scope and detail, the contract will allow for flexibility as priorities are modified based upon updated findings and needed skills. The first-year statement of work is estimated to be within a range of \$1.2-1.4-million. Phase I includes project planning up through release of construction procurement documents. Phase I is projected to last four years (est. 3Q 2026) and the RBMC estimated costs during this period are \$6-million. Phase II includes managing the project through construction and demolition/remediation. Phase II is project to last six years (est. 3Q 2032) and the RBMC estimated costs during this period are \$15-million. The current \$15-million in obligated funding will ensure RBMC work through the end of Phase I. The recent \$75-million appropriation from the Washington Transportation Bill will be eligible for Phase II work.

This contract will primarily be reimbursed by the Washington SB 5165 appropriation but is also authorized for reimbursement through federal BUILD and Oregon ARPA funding. The BSWG will meet March 14 to review the document.

**RECOMMENDED ACTION:** Authorize release of the Replacement Bridge Management Contract Request for Proposals as presented.

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Request for Proposals  
A&E and Related Services

Issued by: Port of Hood River (herein after referred to as “Agency”)

RFP Number: POHR 2022-01

RFP Title/Project Name:  
Project Management Services for Hood River-White Salmon Bridge Replacement Project

Issue Date: March 16, 2022

PROPOSAL DUE DATE and TIME:  
April 22, 2022 by 4:00 PM PST

Proposer Questions, RFP Protests, and Requests for Change: due via  
kgreenwood@portofhoodriver.com no later than seven (7) calendar days prior to Proposal due date.

A pre-Proposal conference is scheduled on March 31, 2022 at 1:00pm, to be held via Zoom only. No in-person conference will take place. Attendance is mandatory by firms intending to submit a proposal. The identified Project Manager shall attend, though other Key Persons are invited to participate. The purpose of the conference is to provide additional information regarding this solicitation and to answer any questions Proposers may have. Proposers are cautioned that the official RFP requirements will change only by written Addenda issued by Agency.

Issuing Office; Single Point of Contact

|   |  |
|---|--|
| Purchaser/Single Point of Contact for this RFP: | Kevin Greenwood, Project Director                |
| Address:  | 1000 E. Port Marina Dr., Hood River,<br>OR 97031 |
| E-mail:   | kgreenwood@portofhoodriver.com                   |

Notes:

- This RFP is a Qualifications Based Selection (QBS) with Federal Highway Administration (FHWA) and states of Oregon and Washington Funding.
- This RFP is advertised as a “Bid Solicitation” in the OregonBuys web-based eProcurement system. See RFP section 0.1 - OregonBuys for information regarding vendor registration and terminology used in OregonBuys platform.

Proposals and all other submittal requirements specified in [RFP section 2.4](#) must be submitted before the Proposal due date and time to the above physical address.

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**Definition of Terms:**

The following terms have the meaning provided in [OAR 137-046-0110](#): “Addendum” or “Addenda”, “Business Day”, “Closing”, “Contract”, “OAR”, “ORS”, “Proposal”, “Request for Proposal” or “RFP”, “Responsive”, “Writing”. “Business Day” means Monday through Friday, excluding State of Oregon holidays.

## 0.0 OREGONBUYS ePROCUREMENT SYSTEM

### 0.1 REGISTRATION REQUIREMENT AND VENDOR GUIDANCE

All Proposers must register as vendors in OregonBuys to participate in this solicitation. Registration is free. To create a Vendor account, click the blue “Register” button in the top right corner of the OregonBuys website: <https://oregonbuys.gov/bsa>. For registration assistance see [online guidance](#).

Vendors are responsible for ensuring that their Vendor registration and information is current and correct in OregonBuys. Agency shall not be responsible for defective registration or incorrect Vendor information.

Detailed instructions on how to submit a Proposal can be found at [OregonBuys Vendor Formal Solicitation Response.pdf](#).

### 0.2 CROSSWALK OF TERMS USED IN OREGONBUYS

| Terms used in OregonBuys                      | Definition   |
|---|--|
| <b>Amendment</b>                              | “Addendum” or “Addenda”, as defined in OAR 137-046-0110(1); or any form of notice associated with the solicitation, such as intent to award, cancellation, etc., as set forth in the Amendment.  |
| <b>Bid Opening Date</b>                       | “Closing” as defined in OAR 137-046-0110(5). In OregonBuys it is the deadline for submitting Quotes (Bids, Proposals or other required responses) required by a Bid Solicitation.  |
| <b>Bid Solicitation</b>                       | Any form of solicitation: Request for Proposal, Invitation to Bid, Request for Quote, Request for Information, etc., including notices (sole source notice, intent to participate, etc.). Each Bid Solicitation has a separate page and ID number in OregonBuys. |
| <b>Change Order</b>                           | A formal change to any form of existing contract.  |
| <b>Master Blanket Purchase Order (“MBPO”)</b> | Any form of contract or agreement.   |
| <b>Quote</b>                                  | Any form of offer submission by Vendors; i.e., Bids, Technical Proposals, Price Proposals, or any other type of offer required by a Bid Solicitation.  |
| <b>Vendor</b>                                 | Any form of business entity registered in OregonBuys. Only registered Vendors may submit a Quote or enter a contract pursuant to a solicitation advertised in OregonBuys.  |

## 1.0 SOLICITATION PURPOSE & CONTRACT OVERVIEW

### 1.1 SUMMARY OVERVIEW & PROCUREMENT SCHEDULE

Agency is issuing this Request for Proposals and any Addenda thereto (collectively, the “RFP”) to obtain Proposals from qualified consultant(s) for project management and owner’s representation, and related services (“Services”) for the project described in section 1.2.

For further information regarding the project and Services needed, see sections 1.2 through 1.8 and RFP Statement of Work (Attachment B).

Proposers responding to this RFP do so solely at their expense, and Agency is not responsible for any Proposer expenses associated with the RFP.

| Procurement Schedule   | Date                 |
|--|----------------------|
| RFP issue date, pre-Proposal conference, deadline for Proposer questions/protests, and Closing/Proposal submittal deadline | Stated on front page |
| Interviews (if conducted). Make plans to be available Hood River for these dates.  | May 9-10, 2022       |
| Notice of Intent to Enter Into Negotiations  | May 17, 2022         |
| *Negotiations begin  | May 18, 2022         |
| Contract approval  | July 12, 2022        |
| Contract start/NTP   | July 19, 2022        |

\*Proposer, by submitting a Proposal, commits to and will be expected to make best efforts to accommodate the negotiation schedule above if selected for intent to award. See section 4.7 - Negotiations.

## 1.2 PROJECT BACKGROUND/SCOPE INFORMATION & LOCATION

The statement of work (SOW) will be developed and negotiated, within the scope advertised in this RFP, with the selected Proposer for inclusion in the Contract. A draft SOW is provided in RFP Attachment B, which will be negotiated with the selected Proposer for inclusion in the Contract.

### Project Management Services

- Project location: Hood River, Ore. and White Salmon, Wash.
- Estimated cost of the associated project construction: \$500,000,000
- The scheduled bid-let date for the associated construction contract: 4/1/2026
- Estimated date for completion of the A&E and Related Services required under this RFP: 8/1/2032
- Estimated range of costs for the A&E Related Services required under this RFP for the first year of Phase 1: \$1,200,000-1,400,000. Phase 1 in entirety: +/- \$6,000,000. Subsequent optional phases: \$15,000,000.

### SOLICITATION PURPOSE

The purpose of this Request for Proposals (RFP) is to select a qualified and experienced firm or team of firms to provide professional consulting services to assist the Agency in managing the bridge replacement project. Services include developing management plans, procuring engineering and construction teams, coordinating public involvement, and permit assistance for replacement of the Hood River-White Salmon Bridge. Initial contract will establish a first-year statement of work and subsequent statements of work will be based upon the timing of funding and phasing of work. The proposed project may be referred to as the Bridge Replacement Project, or simply the “Project,” and the Agency may be referred to as “Port” or “Owner.” The new bridge is referred to as the “Replacement Bridge.”

### BACKGROUND

The existing Hood River Bridge (the “Existing Bridge”) spans the Columbia River, connecting the City of Hood River in Oregon to the cities of White Salmon and Bingen in Washington at river mile 169.0 (Attachment F).

The existing bridge was built as the “Waucoma Interstate Bridge” in 1924. The bridge was vertically elevated and a lift span added in 1938 as the river water level was raised with the completion of the

Bonneville Dam. The Agency purchased the bridge in 1950. This bridge continues to be owned, operated and maintained by the Agency, which operates the bridge as a toll bridge. This major transportation route serves as an important link to local communities, the region, and interstate travel. The economic well-being of this region is dependent on this Columbia River crossing.

The existing bridge is functionally obsolete. The bridge structure is 4,418 feet long and has two approximately 9.5-foot-wide travel lanes with no pedestrian or bicycle facilities. It has open-grid steel decking, with a 246-foot lift span over the river navigation channel. The Agency has identified over \$50 million in repairs that are needed to maintain the existing bridge over the next 15 years, which includes replacement of lift cables and bridge strengthening to restore weight limits.

Significant efforts to replace the bridge have been underway since the 1990s. This work included the SR-35 Columbia River Crossing Feasibility Study, Draft Environmental Impact Statement, and Type Size and Location Study. Background materials from previous efforts can be found on the Southwest Washington Regional Transportation Council's (RTC) website at <http://www.rtc.wa.gov/Studies/SR35/>.

In 2018 the Agency commenced work on completion of the Final Environmental Impact Study (FEIS). The FEIS and Record of Decision (ROD) is expected to be completed in the third quarter of 2022. The Preliminary Preferred Alternative EC-2 would construct a replacement bridge west of the existing bridge. The existing bridge would be removed following construction of the replacement bridge. A Preliminary Navigation Determination (PND) was received from the U.S. Coast Guard (USCG) on January 21, 2020. Background materials from current efforts can be found on the Agency's website at <https://portofhoodriver.com/bridge/bridge-replacement-project/bridge-replacement-project-resources/>.

In 2022, a fully programmed Preliminary Cost Estimate (PCE) updated the cost of the project to \$500M. Key Concept Milestones on this project include Project Management NTP, July 2022; AE/Design NTP, Oct. 2022; Construction NTP, Sept. 2026; First in Water Work Window, Oct. 2027; New Bridge Opens, Oct. 2030; Old Bridge Removed, Aug. 2032. This schedule assumes a traditional design-bid-build approach, but the Agency expects the project delivery method to be evaluated to benefit cost and schedule.

## AGENCY BACKGROUND

The Agency was created and incorporated on July 28, 1933, as a result of the Bonneville Dam Project, due to the expressed desire by the Oregon State Legislature and the United States Government to develop industrial land in the Columbia River Basin for jobs and economic development. The Agency today is governed by its Commission composed of five elected members who continue to guide efforts to initiate, promote and maintain quality of life and a healthy economy throughout the Port District and the Columbia River Gorge. The powers and duties of the Agency are described in Oregon Revised Statutes ("ORS") Chapter 777, and other state and federal laws. The Agency owns and operates the Hood River-White Salmon Bridge, the Hood River Airport, the Hood River Marina and waterfront area, as well as several other business parks.

## LOCAL AGENCY ROLES

The mid-Columbia Region has convened a Bi-State Working Group (BSWG) made up of elected officials from the City of Hood River, Hood River County and Port of Hood River on the Oregon side; and Klickitat County, and the Cities of White Salmon and Bingen on the Washington side. The BSWG serves as a policy advisory committee for the Project and to the Port of Hood River Commission and will play an active role in monitoring contract progress.

Though the Agency is the current Project lead, it is the goal to form a new bridge authority to allow for representation by both sides of the river to assume responsibility for construction, financing, operations and management in about two years. Other options for the ownership and operation of the Replacement Bridge include other state agencies, or a public-private partnership (P3).

## RELATIONSHIP TO OTHER REGIONAL PLANS AND PROGRAMS

The recommendation of the Bridge Replacement Project will be consistent with state highway plans and statewide comprehensive planning regulations for both Oregon and Washington, and other local and regional land use and transportation plans.

### 1.3 PROJECT PHASES

Agency anticipates the contracted Services will be a phased development as follows:

- Phase I - Activities cover project development, pre-construction design efforts and program management services prior to construction. The RBMC activities include Project development in advance of and during engineering. RBMC would develop procurement processes immediately for an AE/Design contract, make recommendations to the Agency on Project delivery options, prepare various Project plans and schedules, review and make recommendations to the Agency on submittals and other Project decisions. Other services include cost estimating, surveying, grant writing, public information planning/implementation and administration. Attachment B to the RFP includes tasks to be completed in the contract's first year.
- Phase II - RBMC activities during construction to support the Project. Construction support service by the design team is covered in the Post-Design Engineering costs. Other services include cost estimating, surveying, grant writing, public information planning/implementation and administration. Contracting for Phase II services will be at the sole option of the Agency and dependent on Project funding. The Agency shall have the right to not engage in Phase II services or to resolicit Phase II services at its sole discretion.

### 1.4 PERIOD OF PERFORMANCE

The schedule for performance of Services needed under the prospective Contract is approximately:

- 7/1/2022 to 6/30/2026 for Phase I with annual SOW.
- Completion of Phase II, if applicable, is approximately 6/1/2032.

### 1.5 QUANTITY OF CONTRACTS AWARDED & OFFER PERIOD

If award is made, it is anticipated that one Proposer will be selected for Contract award from this RFP.

A Proposer's Proposal is a firm offer, irrevocable, valid and binding on the Proposer for not less than 180 days following the Closing date for this RFP. Agency may request, either orally or in Writing, that Proposer extend the offer period in Writing.

If award is made from this RFP, the award will be based on the results of Agency's committee evaluation and scoring of Proposals for the project.

### 1.6 FUNDING SOURCE(S):

Funding for services will be provided through a secured Federal BUILD Grant, the Washington State Legislature, and Oregon State Legislature.

### 1.7 CONTRACT NOT TO EXCEED AMOUNT & METHOD OF COMPENSATION

The anticipated value of the Contract awarded from this RFP in the first year is estimated to be \$1.3 million.

Contingent upon Agency's need, Consultant's performance, and the availability of approved funding, Agency reserves the right to amend the Contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete the project.

The method of compensation will be time and materials, up to a maximum Not to Exceed (NTE) amount.

## 1.8 DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PARTICIPATION GOAL

As funding for this Project is originating from the Oregon State Legislature, Agency is utilizing ODOT’s DBE Policy.

ODOT’s DBE Policy Statement is posted at the following Internet address:

<https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>

The DBE Policy Statement applies and is incorporated with the same force and effect as though fully set forth in this RFP.

See RFP Attachment C - Sample Contract, Exhibit E for:

- information on reporting requirements and how credit for DBE participation is determined (for goal and no-goal Contracts), and
- further explanation and description of the DBE program.

A DBE participation goal of 8.5% has been assigned for the Contract.

Proposers shall demonstrate ability to meet the DBE goal. Proposers should not assume that a minority-owned business (“MBE”), a woman-owned business (“WBE”), a business owned by a service-disabled veteran (“SDV”) or an emerging small business (“ESB”) currently certified in Oregon is a DBE firm. Proposers are encouraged to verify the DBE firms’ certification by:

- requesting a copy of the DBE certification letter from the committed DBE firm; or
- contacting the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) at (503) 986-0123. Proposers may also access the updated certification list by accessing COBID’s Internet Web Page address at:  
<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

## 1.9 INSURANCE REQUIREMENTS

See Attachment C - Sample Contract for the insurance requirements (Contract Exhibit C) and terms and conditions that will apply to the prospective Contract from this RFP.

## 1.10 CONTRACT TERMS & CONDITIONS

See Attachment C - Sample Contract, which is incorporated in the RFP by this reference, for the terms and conditions that will apply to the prospective Contract from this RFP. Unless an official Addendum has modified or reserved the right to negotiate any terms and conditions contained in the Sample Contract or exhibits thereto, Agency will not negotiate any term or condition after the solicitation protest deadline, except the SOW and pricing with the selected Proposer(s). Changes to standard Contract terms and conditions may be subject to approval by ODOT and/or Agency.

By Proposal submittal, the selected Proposer agrees to be bound by the terms and conditions as set out in the Sample Contract associated with this RFP, and as they may have been modified or reserved by Agency for negotiation. Any Proposal that is received conditioned on Agency’s acceptance of any other terms and conditions or rights to negotiate will be rejected.

### CONTRACTOR REQUESTED REMOVAL

During the first year, should the Contractor wish to remove any Key Persons (not including for cause terminations or removals beyond the control of Contractor such as death or incapacity) then the Contractor will be expected to provide immediately a qualified candidate acceptable to the Owner. In addition, liquidated damages will be assessed for each condition payable upon receipt of next invoice.

Should the authorization for removal be given by the owner and the position not be filled with a qualified candidate acceptable to the owner, then for each month the Contractor will be assessed liquidated damages per each month the position is unfilled.

## OWNER REQUESTED REMOVAL

Should the Owner determine that a Key Person is not executing responsibilities as needed, then the Owner will inform the Contractor in writing requesting the said Key Person be removed and replaced with a suitable candidate. It is expected that the Contractor will take all necessary steps to replace the individual in an expeditious manner. The Owner will work cooperatively with the Contractor and will not delay candidate approvals.

Should a Key Person of the team not be replaced within 3 months, then monthly liquidated damages will be assessed beginning with month 4.

## 2.0 INSTRUCTIONS TO PROPOSERS & SUBMITTAL REQUIREMENTS

### 2.1 PROPOSER QUESTIONS, RFP PROTESTS AND REQUESTS FOR CHANGE

All questions, requests or change, or relating to any aspect of this RFP or the associated project(s) must be submitted in writing via e-mail to the Purchaser/Single Point of Contact identified on page 1 of this RFP. RFP protests and requests for change submitted after the due date on page 1 of this RFP will not be considered. Any RFP protest or request for change must identify the RFP number and project name it applies to and must be in conformance with requirements set forth in [OAR 137-048-0240\(1\)](#). The foregoing procedures and deadline shall also apply to protests and requests for change respecting the contents of Addenda to the RFP, unless the Addenda specify a different deadline. Failing to follow the foregoing requirements regarding the Single Point of Contact for inquiries may result in Proposal rejection by Agency.

### 2.2 ADDENDA

When appropriate, as determined by Agency in its sole discretion, changes to Closing/Proposal due date and time or revisions, additions, substitutions, clarifications of the RFP or attached terms and conditions will be issued as Addenda to this RFP. Modifications to this RFP shall be binding on Agency and Proposer only if in the form of written Addenda issued by Agency. Any such Addenda are incorporated into this RFP as if fully set forth herein. Except for officially issued Addenda, no person has been authorized to provide any other written or oral representation, clarification, warranty or assurance with respect to this RFP or the project. Answers to substantive questions and/or any changes to the RFP will be issued as official Addenda to this RFP, no later than 7 calendar days prior to the Proposal due date.

**Agency shall advertise addenda, if any, on OregonBuys** (*referred to as "Amendment" in OregonBuys*). Anyone who has downloaded or received a copy of this RFP will only be alerted to the existence of any Addenda by monitoring and downloading from OregonBuys, or by checking with the Purchaser/Single Point of Contact for this RFP. Agency is not responsible for sending Addenda to any potential Proposers.

### 2.3 MINIMUM QUALIFICATIONS & MAXIMUM SUBCONTRACTING

**Project Manager (PM).** The Consultant Project Manager must be either an Oregon Registered Professional Engineer as defined in ORS 672.002(2) or a Project Management Professional ("PMP") certified by Project Management Institute, Inc. The Consultant Project Manager must be currently registered or certified in active status and must supervise and direct the work proposed under the contract. PM must have a 4-year college degree in either Project/Construction Management or Engineering.

**Project Engineer.** Consultant may not provide engineering Services unless the Services are performed or provided under the full authority and responsible charge of a Registered Professional Engineer currently licensed to practice in the State of Oregon, or a Professional Engineer currently licensed to practice in the State of Washington (or a Professional Engineer currently licensed to practice in both

States), as defined in ORS 672.002(2) for Oregon and as defined in applicable Washington law for Washington.

**Maximum Subcontracting.** Proposers are advised that, to be considered for award, the prime consultant must have qualified employees and capacity to self-perform (without subconsultant assistance) at least 51 percent of the Contract value for the proposed services (this does not apply to CA/CEI phase which may be subcontracted without the 51% self-performance requirement). The prime must have qualified employees to self-perform the Services and conduct quality control reviews of the core deliverables required under the Contract. For example, if a bridge design project includes some survey, environmental, and geotechnical services, Agency intends to select a firm with employees qualified to perform bridge design, instead of selecting a survey, environmental, or geotechnical firm that will subcontract the bridge design.

## 2.4 PROPOSAL & SUBMITTAL REQUIREMENTS

**2.4.1 Time, Date and Place for Submission.** Proposals and all required submittal items must be submitted at the physical address and received by the deadline specified on page 1 of this RFP (or such other deadline as may be revised by Addenda issued by Agency). Agency will not accept Proposals submitted after the Proposal submittal deadline.

**2.4.2 Proposal Page Limit.** The Proposal is limited to 25, 8-1/2" x 11" single sided pages. Any pages exceeding this limit will not be considered in the evaluation. Items excluded and not counted as pages toward the page limit include:

- Attachment A - Proposal Cover Sheet,
- Attachment D - Project Samples and References,
- Any additional forms required in section 2.4.5.

**2.4.3 Proposal Format.** One page is defined as: one side of any 8-1/2" x 11" page, partial page, tab, index or table of contents that contains substantive text, tables, graphics, charts, resumes, etc. Any page over this size will be counted as 2 pages. Proposals must use a 12-point font for substantive text (including text in tables or resumes, if any).

**2.4.4 Required Proposal Contents.** Proposals must include:

- Proposal Cover Sheet (Attachment A). Completed and signed.
- Transmittal Sheet
  - Indicate review and understanding of the required certifications (See Proposal Cover Sheet - Attachment A). The successful contractor will be required to complete the certifications. Failure to agree to the certifications is grounds to reject the proposal. (1/2 page)
- Table of Contents (1 page)
- Executive Summary (1 page)
  - A short essay summarizing the longer proposal in such a way that readers can rapidly understand the proposer's interest in and background with similar projects.
- List of Key Persons and Qualifications (10 pages). Key Persons must consist of Project Manager, Contract Specialist, Project Engineer, Construction Lead, Cost Estimator, Scheduler, Public Communication Lead, and Regulatory Compliance Lead.
  - Organizational Chart
  - List of experience and education
  - Commitment to project
- Company or Team Experience (min. 1 page)
- Project Understanding. How familiar is your firm/team with the project? (min. 1 page)
- Project Approach. How would your firm/team approach the project? (min. 1 page)



- Other Information. Contractors are free to provide other information that may assist the Port of Hood River in determining the Contractor's qualifications to undertake the work described as long as proposal stays within the 20-page limit. Price proposals shall not be submitted as part of Contractor response to this RFP.

Any content in the Proposal which Proposer believes to be a trade secret or exempt from public disclosure must be so indicated in conformance with [section 5.4](#) of this RFP.

This is a Qualifications-Based Selection (QBS). Cost information shall not be submitted with Proposals.

**2.4.5 Additional Required Forms/Documents.** The following do not count toward the Proposal page limit and must be submitted with the Proposal package (but separate from Proposal):

- *Signed Subcontractor Solicitation and Utilization Report* - SSUR (form available at: <https://www.oregon.gov/ODOT/Forms/2ODOT/2721.pdf>.) Submit 1 copy of a completed, signed SSUR with Proposal. Also fax a copy of the completed, signed SSUR directly to ODOT Office of Civil Rights (Fax 503-986-6382) within 10 Business Days following Proposal submittal due date. **If unable to open form, see [instructions for changing browser settings](#).**
- *Signed Conflict of Interest Disclosure* (form available at: [http://www.oregon.gov/ODOT/Business/Procurement/DocsLPA/COI\\_LPA.docx](http://www.oregon.gov/ODOT/Business/Procurement/DocsLPA/COI_LPA.docx))
- Proposers should review [section 4](#) of this RFP to ensure they can comply with submittal requirements for the selected Proposer.

**2.4.6 Proposal Package.**

- Six printed responses should be submitted within 1-inch, 3-ring binders along with a digital .pdf version of the proposal on jump drive (USB flash drive) or other similar media. Responses must be prepared simply, economically, and sustainably. Documents shall be enclosed in a sealed envelope or package with the following information conspicuously and legibly written or typed on the outside:
  - Name and address of proposing firm
  - RFP Number
  - RFP Title
  - RFP Closing date and time
  - Name of Agency's Purchaser/Single Point of Contact identified on page 1 of this RFP
- Electronic File Size. Proposer digital file shall not exceed a combined total of 25 megabytes for all submittals.
- Electronic Signatures. By submitting a Proposal in response to this RFP, the Proposer (and if selected for award, also as the Consultant) agrees with the Agency that signatures showing on PDF documents submitted or exchanged electronically are "Electronic Signatures" under ORS Chapter 84 and bind the signing party and are intended to be and can be relied upon by the parties.

**2.4.7 Proposal Withdrawals or Modifications.**

If a Proposer wishes to withdraw or make modifications to a submitted Proposal, Proposer must do so through OregonBuys, using the "Withdraw Quote" button prior to the Bid Opening Date and time for this RFP.

### 3.0 EVALUATION PROCESS & CONSULTANT SELECTION

#### 3.1 PROPOSAL EVALUATION

Submittals will be reviewed by Agency for responsiveness to all requirements (allowing for minor informalities) set forth in the RFP and RFP Coversheet. Responsive Proposals will be forwarded to an evaluation committee of at least 3 members that will independently review, score and rank Proposals according to the Evaluation Criteria set forth in **Section 3.2**. Scoring and ranking of Proposals will be completed separately for the Project. Evaluators will independently judge the merits of the Proposals by comparing the requirements and criteria stated in the RFP with the responsiveness and the relevance of experience/qualifications presented in the Proposal. The outcome of the Evaluation process may, in Agency’s sole discretion, result in:

- (a) notice to Proposers of selection or rejection for interviews per Sec. 3.3; or
- (b) further steps to gather additional information for evaluation (e.g. checking references, notice of placement on an interview list, requesting clarification).

Agency may require any clarification it needs to understand the Proposer’s Proposal. Clarifications may not be used to rehabilitate a non-responsive Proposal.

#### 3.2 EVALUATION CRITERIA

A maximum of 100 points are possible for proposals per each evaluator. Individual scores will be averaged to determine ranking. Proposers within 5 pts. of the second highest score, but not more than the top 3 Proposers, will be invited for interviews. Ties for third place will be broken by removing the high and low individual scores with the new averages compared. If there is still a tie, both firms will be interviewed.

|   | Proposal Evaluation Criteria   | Maximum Points |
|---|--|----------------|
| 1 | <p><b>RELEVANT EXPERIENCE OF THE PROJECT MANAGER</b></p> <ul style="list-style-type: none"> <li>• Does PM have a minimum of 20 years’ experience managing large complex bridge projects of a similar or more complex type?</li> <li>• Did proposal demonstrate the PM’s excellent communication, team building, and organizational skills?</li> <li>• Does PM have experience leading projects using proven project management techniques such as managing to schedule and budgets, identifying risks and taking appropriate steps of mitigation, working with owners and other political bodies to communicate progress?</li> <li>• Did proposal show PM being proactive and providing common sense solutions to problems as they arise?</li> </ul> | 8              |
| 2 | <p><b>RELEVANT EXPERIENCE OF PROJECT ENGINEER</b></p> <ul style="list-style-type: none"> <li>• Does PE have experience with ODOT, WDOT and FHWA specifications?</li> <li>• Does PE have experience in developing RFP design packages is expected?</li> <li>• Does PE have experience in managing successful design efforts of such magnitude as the Bridge Replacement Project is also expected?</li> <li>• Does PE have experience in reviewing and resolving design review issues?</li> <li>• Does PE have experience in ensuring engineering/design progress to schedule?</li> </ul>  | 4              |

|   |  |   |
|---|--|---|
|   | <ul style="list-style-type: none"> <li>Does PE have experience in engineering evaluations to optimize project value?</li> </ul>  |   |
| 3 | <p>RELEVANT EXPERIENCE OF CONTRACT SPECIALIST</p> <ul style="list-style-type: none"> <li>Does CS have experience with projects over \$50-million?</li> <li>Does CS have experience with contracting options, formulation, administration, and closeout?</li> <li>Does CS have experience in governmental contracting?</li> <li>Does CS have experience in governmental contracting within Oregon, Washington and with federal funds?</li> <li>Is CS knowledgeable of appropriate Federal Acquisition Regulations (FAR) regulations?</li> <li>Does CS have experience writing A&amp;E/Design, Construction, other specialty service contract procurements?</li> <li>Does CS have experience in all facets of contracting mechanisms (ie fixed price, time and material, etc?)</li> <li>Does CS have experience in administering in-place contracts and change control?</li> </ul>   | 4 |
| 4 | <p>RELEVANT EXPERIENCE OF CONSTRUCTION LEAD</p> <ul style="list-style-type: none"> <li>Demonstration of CL's knowledge of construction techniques of concrete segmental bridges similar to that proposed?</li> <li>Demonstration of CL's knowledge of constructability reviews of in-progress design?</li> <li>Demonstration of CL's knowledge of labor agreements?</li> </ul>   | 4 |
| 5 | <p>RELEVANT EXPERIENCE OF ESTIMATOR</p> <ul style="list-style-type: none"> <li>Experience in estimating large bridge projects using a wide variety of methodologies?</li> <li>Experience onsite in heavy construction with heavy bridge experience?</li> <li>Experience in all facets of estimating such as Work Breakdown Structure (WBS), unit rate estimating, parametric estimating, unit rate development, material pricing at individual and composite levels, distributable estimating (time related and fixed), escalation, non-manual support, contingency analysis as examples?</li> <li>Demonstrated skills in using various estimating tools and resources?</li> <li>Demonstrated skills in helping the team to recognize, manage and document risk within a risk register?</li> <li>Experience in developing estimates using appropriate techniques?</li> <li>Experience in performing economic evaluations of alternative project delivery?</li> <li>Experience in maintaining project risk registers and cash flows?</li> </ul> | 3 |
| 6 | <p>RELEVANT EXPERIENCE OF SCHEDULER</p> <ul style="list-style-type: none"> <li>Experience on major bridge projects?</li> <li>Experience PS design and construction, including field work?</li> <li>Does Scheduler have an engineering or construction management degree or equivalent experience?</li> </ul>   | 3 |

|    |   |    |
|----|---|----|
|    | <ul style="list-style-type: none"> <li>• Experience using Primavera P6 or equivalent developing multi-level schedules?</li> <li>• Experience in development and maintenance of integrated resource loaded schedules?</li> <li>• Experience in monitoring and analyzing design and construction schedules?</li> <li>• Experience in implementing and maintaining baselines and earned value systems?</li> </ul>  |    |
| 7  | <p>RELEVANT EXPERIENCE OF COMMUNICATION LEAD</p> <ul style="list-style-type: none"> <li>• Did proposal demonstrate experience with a variety of Public Relations activities?</li> <li>• Did proposal demonstrate experience using various media such as video, written word, social media, zoom, and power point?</li> <li>• Did proposal demonstrate communication lead's writing skills?</li> <li>• Did proposal demonstrate experience in communication techniques?</li> </ul>   | 2  |
| 8  | <p>RELEVANT EXPERIENCE OF REGULATORY COMPLIANCE LEAD</p> <ul style="list-style-type: none"> <li>• Did proposal demonstrate experience working with external agency and stakeholders to successfully meet consensus on permits and commitments?</li> <li>• Did proposal demonstrate experience working with working with tribal agencies and railroads?</li> </ul>   | 2  |
| 9  | <p>COMPANY EXPERIENCE AND REACH-BACK CAPABILITIES</p> <ul style="list-style-type: none"> <li>• Did proposal demonstrate the team's depth in technical resources?</li> <li>• Did proposal adequately include resources for each projected area of the project?</li> </ul>  | 10 |
| 10 | <p>PROJECT UNDERSTANDING</p> <ul style="list-style-type: none"> <li>• Did proposal adequately describe the primary permits anticipated will be required and how firm would prioritize the completion of these permits to meet the project delivery schedule?</li> <li>• Did proposal adequately describe how firm will utilize technical expertise at various times in each phase, including design and constructability reviews?</li> <li>• Did proposal adequately describe the uniqueness of this project?</li> <li>• Did firm offer up any missing tasks or expertise for this project?</li> <li>• Did proposal adequately describe how firm will assist in the transition of the project from the Port to the new bridge authority?</li> </ul> | 20 |
| 11 | <p>PROJECT APPROACH</p> <ul style="list-style-type: none"> <li>• Did proposal adequately describe firm's approach for the prospective to cost effectively meet the Agency's deliverables/objectives in the timeline provide?</li> <li>• Did proposal adequately describe firm's approach to developing project management plans, including tools for tracking schedule and budget?</li> <li>• Did proposal adequately describe how firm would engage the public in advance of NSA permit application to build consensus for aesthetic elements and commitments related to the bridge?</li> </ul>  | 20 |

|    |   |     |
|----|---|-----|
|    | <ul style="list-style-type: none"> <li>• Did proposal adequately describe how firm will keep the public informed of the project milestones?</li> <li>• Did proposal adequately describe how firm will work with the Port to coordinate public financing models, traffic and revenue studies and project delivery decisions?</li> </ul>  |     |
| 12 | <p>PAST PERFORMANCE ON SIMILAR PROJECTS</p> <p>Using the proposal's Attachment D (Project Samples and References) submission, evaluate the firm's response to the below criteria.</p> <ul style="list-style-type: none"> <li>• Did firm's similar project examples provide unique issues and constraints? Were problems and solutions adequately described?</li> <li>• Did firm provide project examples with similar design criteria as the Hood River Bridge preferred alternative?</li> <li>• Did firm provide examples of original budgets and schedules and frequency or meeting those milestones or reasons for not?</li> <li>• Did firm provide examples of compressed delivery schedules and adaptation to problems?</li> <li>• Did firm provide examples of significant public outreach to many different stakeholders?</li> </ul> | 20  |
| -- | MAXIMUM PROPOSAL SCORE  | 100 |

### 3.3 INTERVIEWS

Agency may, in its sole discretion, conduct and score interviews with the top ranked Proposers following Proposal evaluation. **If interviews are conducted, the following will apply:**

- The Evaluators shall score the interviews;
- Evaluation and scoring will be based on the criteria listed below;
- Interviews will have a maximum score of 100 points;
- The number of Proposers selected for interviews is at the sole discretion of Agency;
- Interviews may require physical attendance at Agency's offices; however, Agency may elect to conduct interviews via teleconference or video conference. Further details will be included with notification of time and date of interviews, if conducted.

**Interview Scoring:** Interviews will consist of two parts. Part One is a presentation by each invited proposer to describe their team, experience and reach-back capabilities. Part One is limited to 60 minutes maximum. At the conclusion of Part One, the proposer will be presented with two relevant problem sets. The Interview will be adjourned for 60-minutes to allow the proposer to formulate responses to the two problem sets. During Part Two, the proposer will have a maximum of 30-minutes to present a response to both problem sets. At the end of Part Two and the 30 minutes, the interview is complete, regardless of whether the presentation is finished. Scores will be limited to the information presented during Part One and Part Two.

The evaluation committee shall use the following criteria to evaluate Proposers.

- Presentation by Project Manager (30 Points)
- Engagement of Team Members (30 Points)
- Problem Set 1 Solution (20 Points)
- Problem Set 2 Solution (20 Points)

|                 | Interview Evaluation Criteria  | Maximum Points |
|-----------------|--|----------------|
| <b>PART ONE</b> |  |                |
| 1               | PRESENTATION BY PROJECT MANAGER<br>A. Leadership abilities<br>B. Engagement w/ other team members<br>C. Effectiveness addressing committee<br>D. Quickness<br>E. Thoughtfulness/Appropriateness of responses         | 30             |
| 2               | ENGAGEMENT OF TEAM MEMBERS<br>A. Representative of technical diversity<br>B. Engagement w/project manager<br>C. Effectiveness addressing committee<br>D. Quickness<br>E. Thoughtfulness/Appropriateness of responses | 30             |
| <b>PART TWO</b> |  |                |
| 3               | PROBLEM SET 1 SOLUTION<br>A. Completeness of presentation<br>B. Knowledge on subject matter<br>C. Applicability of approach<br>D. Cost Effectiveness<br>E. Applicability of expertise/specialty<br>F. Collaboration  | 20             |
| 4               | PROBLEM Set 2 SOLUTION<br>A. Completeness of presentation<br>B. Knowledge on subject matter<br>C. Applicability of approach<br>D. Cost Effectiveness<br>E. Applicability of expertise/specialty<br>Collaboration     | 20             |
| --              | MAXIMUM INTERVIEW SCORE (if conducted)   | 100            |

### 3.4 REFERENCES

Agency reserves the right to investigate references including customers other than those provided in the Proposal. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or any other criteria as determined by Agency.

### 3.5 METHOD OF AWARD

The scores for Proposer ranking and tentative award will be determined as follows:

|   |  |                     |
|---|--|---------------------|
| Total Proposal Score  | Total of all evaluator scores for a given Proposal, divided by the number of evaluators. | 100 points maximum. |
| Total Interview or Follow-up Questions Score (if conducted) | Total of all evaluator scores for a given Proposer, divided by the number of evaluators. | 100 points maximum. |
| Final Score   | Total Proposal Score plus Total Interview or Follow-up Questions Score (if conducted).   | 200 points maximum. |

After the interviews and post-interview discussions, the chair will collect the individual evaluation documents and submit to the Port's Executive Director (or designee). The Executive Director will prepare a matrix of the scores and communicate the same to the BSWG and the Port Commission with a recommendation to enter into negotiations with the top-ranked Team. The Port Commission will review the recommendation and make the final determination of whether to initiate negotiations.

The Port Commission reserves the right to reject all Proposals and reassess the evaluation process at which a notice will be sent to all Proposers.

### 3.6 RESPONSIBILITY DETERMINATION

At any time prior to Contract execution, Agency may rescind the intent to award notice, if applicable, and reject any Proposer found to be not responsible.

### 3.7 INTENT TO AWARD NOTICE

If an apparent successful Proposer is selected, Agency will issue an intent to award notice on the eProcurement System specified in RFP section 0.0 and will provide a copy of the notice to all Proposers. Award to the apparent successful Proposer is subject to successful negotiation of the Contract.

### 3.8 PROTEST of CONSULTANT SELECTION

A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the Single Point of Contact, identified on page 1 of this RFP, no later than 7 calendar days after the date of the selection notice. Selection protests submitted after this deadline will not be considered. Selection protests must identify the project name it applies to, and must be in conformance with requirements set forth in [OAR 137-048-0240\(2\)](#). All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense.

### 3.9 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior written approval of the Agency.

## 4.0 CONTRACT AWARD REQUIREMENTS & NEGOTIATIONS

The submittal requirements in this section 4 apply only to a Proposer that receives intent to award notice following Agency's evaluation and scoring of Proposals (and interviews, if conducted).

Cost information shall not be submitted as part of the Proposal package and shall be submitted only when requested by Agency.

Failure to submit required submittal items in a timely manner may result in Agency rescinding the intent to award notice and issuing notice of intent to award to the next ranked Proposer.

### 4.1 COST INFORMATION

**4.1.1 Approved Cost Data on File with ODOT.** If awardee or its subconsultants have current, approved overhead, salary, or Negotiated Billing Rate (NBR) rate schedules on file at ODOT, awardee and its subconsultants will submit those approved rate schedules and any required certifications to Agency (or Agency may obtain approved rate schedules from ODOT) in lieu of the submittal requirements in section 4.1.3 below. If awardee or any of its subconsultants do not have approved cost data on file with ODOT, then the cost data and certification forms required under section 4.1.3 must be submitted as applicable.

**4.1.2 Conformance with [Federal Cost Principles](#).** Direct and indirect costs as applied to cost estimates and invoices under federally funded Agency Contracts and subcontracts must be in conformance with Federal Cost Principles (48CFR Part 31). Costs may not be discriminatory against the Agency. It is discriminatory against the Agency if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-Agency work under comparable circumstances. Any cost data submitted by Proposer pursuant to this solicitation may be shared with Agency, ODOT, FHWA and Oregon Secretary of State as necessary for audit purposes.

**4.1.3 Billing Rates.** Following notice of intent to award, the selected Proposer shall submit (electronically in Excel format) billing rate information within 5 Business Days of request by Agency. Compensation related forms/templates are available at <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. Billing rate information must include either "Direct Salary and Overhead Information" or "Negotiated Billing Rate Schedule" described below, as applicable to your firm's (and subconsultant's) accounting method:

#### 4.1.4 Direct Salary and Overhead Information:

**Direct Salary Rate Schedule.** This schedule includes the name, classification and actual direct salary rate for each employee that may be used under the Contract. The direct salary rate schedule will not be included in the Contract but will be used by Agency for negotiations and to develop an approved billing rate schedule, if applicable, for the Contract.

**Calculation of Overhead Rate** (if applicable for your firm's type of accounting). Current overhead accounting information on a form using the standard 3-column format. Firms shall condense or expand categories as applicable to the firm's method of accounting. Firms that have not established an overhead rate, based upon their particular financial reporting methodology, shall be reviewed by Agency to determine whether an overhead rate schedule will be required or a negotiated non-provisional billing rate will be used. If a firm does calculate overhead, the information must be submitted to Agency and updates must be provided annually.

**Cognizant Audit** - If an audit for the most recent fiscal year has been completed for your firm (or any sub-contractors) by the appropriate federal cognizant agency, this must be submitted with the billing rate information (electronically in PDF format).

**Independent Audit** - If an audit for the most recent fiscal year has been completed for your firm (or any sub-consultants) by an independent, third party accounting firm, this must be submitted with the billing rate information (electronically in PDF format).



**Certification of Indirect Rate** - [FHWA directive 4470.1A](#) requires firms to submit a signed certification of compliance with [48CFR Part 31 Federal Cost Principles](#). If your firm calculates overhead, submit a signed copy of the [Certification of Final Indirect Costs form](#).

**4.1.5 Negotiated Billing Rate Schedule (NBR):** This schedule is used by firms that do not have an acceptable overhead rate with independent audit as part of their normal accounting practice and Agency determines it is in the best interest of the government to negotiate fully loaded billing rates. The negotiated billing rate schedule includes rates that are fully loaded with direct salary, indirect expenses and profit. Provide name, classification (project role) and fully loaded rate for each employee. Use of a negotiated billing rate schedule may be required by Agency (or ODOT) for consultants or subcontractors that do not have audited overhead rates or that, upon cursory review, appear not to be calculating overhead correctly and in conformance with [Federal Cost Principles](#).

**4.1.6 Cost Estimate Breakdown.** The cost estimate must include a detailed breakdown of the costs for each element of the work regardless of compensation method. Unless specified otherwise in the solicitation, Contract, or by Agency, the estimate must identify:

- The proposed staff assignments (job classifications, and names if requested) and hours per task and sub-task.
- Hours per task and sub-task for each subconsultant with job classifications (and names if requested), and itemized direct non-labor costs.
- Each contingency task, if any, must be shown as a separate line-item on the estimate with same requirements for breakdown of costs as non-contingency tasks. The total amount for a contingency task must include all labor, overhead, profit, and direct non-labor expenses for the contingency task. Do not include expenses for contingency tasks in the amounts or totals for non-contingency tasks; they must be reported separately on the estimate.

Notes:

- Consultant must submit their initial cost estimate breakdown without profit included. Profit will be negotiated and added to cost estimates following agreement on the SOW, labor costs and expenses.
- Do not add profit to costs based on fully-loaded NBR billing rates. Profit is already included in the hourly rate.

## **4.2 CERTIFICATION REGARDING DEBARMENT & OTHER RESPONSIBILITY MATTERS**

Within 5 Business Days of receipt of notice of intent to award, for Contracts that will exceed \$150,000 (including as may be amended) the selected Proposer shall submit a signed Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters form available on line at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/CertFederal.pdf>

## **4.3 CERTIFICATES OF INSURANCE**

Prior to Contract execution, selected Proposer shall provide certificates of insurance via e-mail for insurance coverage required in Exhibit C of the Sample Contract (RFP Attachment C).

## **4.4 COMMITTED DBE BREAKDOWN & CERTIFICATION FORM**

The selected Proposer must submit, prior to execution of the Contract (during negotiations), a completed and signed Committed DBE Breakdown and Certification Form (one for each DBE sub). Instructions for submittal are on the "Instructions" tab of the form. The **Committed DBE Breakdown and Certification Form-AE** is available at: <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>. For additional information, see Exhibit E of the Sample Contract (RFP Attachment C).

#### 4.5 TAX ID NUMBER

The selected Proposer shall provide their Taxpayer Identification Number (TIN) and backup withholding status on a completed [W-9 form](#) if either of the following apply:

- When requested by Agency prior to Contract execution, or
- When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

#### 4.6 BUSINESS REGISTRY NUMBER/REGISTERED AGENT

If selected for Contract award, Proposer must be duly authorized by the State to transact business in the State before executing the Contract. The selected Proposer shall submit a current Oregon Secretary of State business registry number (unless operating as your [real and true name](#)). See [process for obtaining a business registry number](#). All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding [Registered Agents](#). For more information, see [Oregon Business Guide, How to Start a Business in Oregon](#) and [Laws and Rules](#). The titles in this subsection are available at the following Internet site:<https://sos.oregon.gov/business/Pages/default.aspx>.

#### 4.7 NEGOTIATIONS

Agency will negotiate in the best interest of the government, the SOW, costs, and any provision(s) Agency has indicated in the RFP or any Addenda it will negotiate. Agency will, either orally or in Writing, formally terminate negotiations with the highest ranked Proposer if Agency and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. Agency may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on until negotiations result in a Contract. Agency may end this solicitation if negotiations do not result in a Contract within a reasonable amount of time, as determined in the sole discretion of Agency.

### 5.0 GENERAL TERMS & CONDITIONS FOR THIS RFP

#### 5.1 NON-DISCRIMINATION

Agency, in accordance with the Title VI of the Civil Rights Act of 1964, 78 Stat. 252. 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that all business enterprises will be afforded full opportunity to submit Proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

#### 5.2 FUTURE WORK LIMITATIONS

For these purposes, "Affiliate" or "Affiliates" of a consultant means any Person or entity that controls, is controlled by or is under common ownership or control with that consultant.

If a consultant is awarded a Contract to prepare an Environmental Impact Statement, Environmental Assessment, Categorical Exclusion or designs and plans/specifications for a project, that consultant and its Affiliates will not be eligible to propose/bid on or enter into a Contract to construct that project.

- If a consultant or any Associate of consultant enters into personal services Contract(s) with Agency for the purpose of advising or assisting in developing specifications, a scope or statement of work, an invitation to bid, an RFP or other solicitation documents and materials related to a given procurement, the consultant may not be eligible to propose/bid on the prospective procurement (based on a case-by-case assessment by Agency, ODOT or FHWA).

### 5.3 ELECTRONIC FILES LINKED OR ATTACHED TO RFP

This RFP document must be viewed electronically to access files, attachments, forms, provisions or other documents that are attached electronically (shown as icons) or provided via hyperlinks from the Internet in this RFP. All files, attachments forms, provisions or other documents attached electronically or linked from the Internet are incorporated in this RFP with the same force and effect as though fully set forth in this RFP.

### 5.4 PUBLIC RECORDS

Proposals shall be open to public inspection in accordance with [ORS 279C.107](#). If a Proposal contains any information that may be considered exempt from disclosure as a trade secret under either ORS 192.311(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.311 through 192.478, the Proposer must clearly designate on or with the Proposal the portions of its Proposal which Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. **Identifying the Proposal in whole as trade secret, confidential or otherwise exempt from disclosure is not acceptable. In such circumstances Agency will require Proposer to submit a memorandum citing the statutory justification for each specific area of the Proposal that Proposer claims to be exempt.** If Proposer fails to identify, on or with the Proposal, the portions of the Proposal Proposer claims are exempt from disclosure and the authority used to substantiate that claim, Proposer is deemed to have waived any later claim of an exemption or request for nondisclosure of that information. Agency will not be held liable for any disclosure of information which Proposer considers to be exempt from disclosure if required by a Public Records Order. Notwithstanding any rights under 17 USC 101 et seq., (the United States Copyright Act), when Agency is required to provide copies of the non-exempt portion of the Proposal pursuant to a Public Records Order, Proposer hereby grants a license to Agency to copy those portions of the Proposal that are subject to disclosure.

### 5.5 USE OF RECYCLED PRODUCTS

Consultants/contractors shall use recyclable products to the maximum extent economically feasible in the performance of the Contract work set forth in this document.

### 5.6 RFP CANCELLATION

Agency may reject any or all Proposals and may cancel this RFP at any time if doing either would be in the public interest as determined by Agency. In no event shall Agency have any liability for the cancellation of this solicitation.

# ATTACHMENT A - PROPOSAL COVER SHEET

Part I - Proposer Information and References  
HOOD RIVER BRIDGE REPLACEMENT

**Legal Name of Firm as provided to IRS:**

\_\_\_\_\_

DBA Name (if different than legal name):

\_\_\_\_\_

**DUNS Number:** \_\_\_\_\_

Is Proposer registered as a foreign corporation in Oregon?

Yes  No

Corporation  Professional Corporation  Ltd. Liability Company  Partnership  Limited Partnership  Ltd. Liability Partnership  Sole Proprietorship  Other: \_\_\_\_\_

State of Incorporation/Organization: \_\_\_\_\_

Mailing Address:

Type name of authorized contact for this RFP:

Email address:

Telephone:

Type name of person(s) authorized to sign Contract:

## MINIMUM QUALIFICATIONS

- per requirements of RFP section 2.3.1:

| Name | Registration Number |
|------|---------------------|
|      |                     |
|      |                     |

## ATTACHMENT A - PROPOSAL COVER SHEET

### Part II - Proposer Certifications

By signing below, the authorized representative on behalf of Proposer certifies that:

1. Proposer agrees to and shall comply with the terms and conditions of the sample Contract associated with this RFP and all requirements, specifications and terms and conditions contained within the RFP (and all Addenda, if any).
2. All contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Cover Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty. No attempt has been made or will be made by Proposer to induce any other person to submit or not submit a Proposal. Proposer understands that any statement or representation it makes, in response to this solicitation, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the **Oregon False Claims Act**, ORS 180.750(1)}, made under the resulting Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
3. Proposer has available the appropriate material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities.
4. Proposer is not experiencing financial distress or having difficulty securing financing, and has sufficient cash flow to fund day-to-day operations throughout the proposed Contract period.
  - a. Within the last 3-year period, has your firm filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES  / NO .
  - b. If "YES" above, indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable:
5. Proposer has not been notified within the last 3-year period of any delinquent Federal, State or local taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
6. Proposer, its principals and major subcontractors (major subcontractor is defined as receiving 10% or more of the total Contract amount) have not presently, or within the last 3 years, been convicted of, indicted for, or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) Contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids or Proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
7. Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin. And, pursuant to ORS 279A.110, Proposer has not and Proposer will not discriminate against a subcontractor in the

awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055.

8. Proposer has an operating policy supporting equal employment opportunity. If proposing firm has 50 or more people, Proposer also has a formal equal opportunity program.
- o Does Proposing firm have 50 or more employees?  Yes,  No.
  - o Does Proposing firm have a formal equal employment opportunity program?  Yes,  No

Firms of 49 people or less do not need to have a formal equal employment opportunity program, but shall have an operating policy supporting equal employment opportunity. Firms of 50 people or more shall also have a formal equal employment opportunity program.

9. Proposer’s employees and agents are not included on the list entitled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
10. Proposer and its Principals, and any of its prospective subcontractors for this award are not presently debarred, suspended, disqualified, proposed for debarment or declared ineligible for the award of contracts by any federal agency or agency of the State of Oregon, and does not have an Active Exclusion on the System for Award Management (SAM) which is available at <https://sam.gov/>.
11. Proposer, acting through its authorized representative, has read and understands the RFP instructions, specifications, and terms and conditions contained within the RFP (including the sample Contract) and all Addenda, if any. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) a previously-issued RFP, if any.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(President or Authorized Representative of Proposer)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## **ATTACHMENT B - STATEMENT of WORK**

A version of this Statement of Work will be modified and serve as the basis for the Sample Task Order (Exhibit A) found in the Sample Contract (Attachment C).

### **B.1 FIRST YEAR TASKS**

Itemized below are a series of first year tasks to be carried out as part of the bridge replacement management contract.

- Development of the Project's Management Plan. This plan describes how the RBMC will perform and control work. It will include the work authorization process, invoicing, and key interface/relationship interfaces.
- Development of an A&E design RFP package that is ready for issuance. This is expected to be a comprehensive and extensive package describing all aspects of the procurement including the need for staged funding.
- Conduct study and recommend approach to identifying A&E candidate companies. Develop screening and down selection criteria. Produce target companies listing.
- Development of a Comprehensive Communications Plan describing how the project will engage the public as well as governing entities as funding is sought, agreements reached, progress is made and shared. Actions include implementation of the plan.
- Generation of a complete listing of needed permits, agreements, required interactions needed with all interested parties. Develop a plan to address each entity to ensure smooth progress in replacement bridge activities. Implement the plan.
- Take sponsorship of the Project Estimate and Schedule. Establish necessary steps to develop project baseline scope, cost and schedule to be used a foundation of Project Control. Implement trend program to provide early warning indicator of potential change that impacts cost and schedule values of the Project.
- Set up Project Reporting and Progress Meetings, establish a Critical Items Action Report and Risk register, begin actively reporting progress.
- Develop and implement Action Plan Tracking of open items.
- Develop list of Key land use needs. It is expected that this listing will be adjusted throughout the course of the project but as a minimum identify:
- Shore access points for eventual bridge construction complete with required steps to obtain access.
- Implement subsequent year work plans

### **B.2 CONTRACTOR ACTIVITIES**

#### **PROJECT MANAGEMENT**

The PM will lead a team of professionals acting as the Owner's representative in all matters related to the Bridge Replacement Project. These services include but are not limited to supporting the development and award of design and construction contracts, managing both contracts to ensure on time delivery, costs within budget, quality meeting specifications. The PM will be responsible for maintaining project schedules and budgets, identifying early potential cost savings ideas and mitigation of potential budget overruns. Overall coordination of the Bridge Replacement Project will be also a major responsibility of the PM.

#### **Key Deliverables**

- Project Management Plan for the Project with updates as needed, including a separate Regulatory Action Plan as defined below;
- Cost Estimates for the Project with updates as needed;

- Project Schedule, Contractor Schedule, and Sub-schedules as defined below with anticipated monthly updates or as needed;
- Monthly progress reports denoting actions accomplished against the Project Schedule, next month's planned activities, new risk items opened, risk items closed, cost estimate performance, schedule performance, status of funding and cashflow requirements, and owner requests.
- Status presentations monthly to the BSWG, Port Commission, and other public bodies as requested.

## PROJECT ENGINEERING

The selected PE will be responsible for developing the technical sections of the future Architect/Engineer (A&E) RFP, evaluating technical bid sections of submitted A&E proposals and making informed recommendations. This also applies to any changes to the A&E contract. As the A&E contract progresses, the selected PE will be expected to review progress, help resolve technical issues, when needed translate technical issues into layman terms and present such to the various governing bodies for resolution. These bodies include the BSWG and well as the Port of Hood River Commission. The PE will review A&E progress reports and provide an independent assessment of true status of schedule and cost. Prior to A&E award, the PE will be responsible for discussion A&E related issues regarding the replacement bridge which could include such items as options desired by local groups in arriving at required agreements and local permits.

### Key Deliverables

- Technical sections of the A&E RFP package;
- Monthly assessment of A&E progress;
- Presentation of technical issues to governing bodies approving decisions;
- Maintenance of design-related risk registers and open items requiring decisions from governing bodies.

## CONTRACTS SPECIALIST

Aid decision makers in deciding contracting options for both the A&E and Construction efforts. Present options, pros and cons for each, and provide recommendations as requested. Write commercial sections of the A&E and Construction RFP packages. Administrate awarded contracts, evaluating invoices, changes, contractual notices to the contractor on behalf of the owner. Ensure contractor meets contractual obligations.

### Key Deliverables

- Log of correspondence between contractor and owner.
- Log of issues and open/closed actions.
- Cost Commitment register for each contract.

## ESTIMATOR/RISK SPECIALIST

Inherit initial baseline estimate from owner. Conduct review of this estimate and determine areas of optimism as well as conservatism. Document both areas and communicate with the team and owner. Modify as directed.

Maintain configuration control of the Project Baseline.

As a design contract is awarded, adjust the baseline estimate with updated values. Develop needed reconciliations and present results.

As design progresses, review approaches against that included in the baseline. Develop trend estimates where approaches are different, or costs appear to be significantly impacted. Share these



“trends” with team management and the owner at least monthly as well as overall impact to the approved baseline.

Develop and maintain a risk register for the project. Coordinate identification of risks. Capture risk registers from both the A&E and Construction contracts, summarize into an overall project risk register. Develop a baseline update likely on a yearly basis working closely with the scheduler to show anticipated cost values, cashflow requirements as well as schedule impacts.

#### Key Deliverables

- Cost Baseline including documents describing the Scope, Schedule, and Cost estimates of the project.
- Trend reports showing interim changes either approved or potential that impact project cost and or schedule.
- Risk register including mitigation items and status derived from both owner as well as design/construction contractors.
- Required Cashflows for the project updated monthly.

### PLANNING AND SCHEDULING

Contractor shall keep and maintain (1) a Contractor’s Schedule of its activities and its Task Order assignments and (2) a separate comprehensive Project Schedule for the successfully design and construct of the Bridge Replacement Project, including a hierarchy of sub-schedules to be developed and maintained as needed. These schedules will show all activities needed to successfully design and then construct the Replacement Bridge and remove of the existing bridge, including permitting, community related decisions, funding, proposal development/award, design and construction. Analysis of schedule issues will be developed and shared on a scheduled basis.

#### Key Deliverables

- Contractor’s Schedule, Project Schedule, and Sub-schedules. All schedules will be updated at least monthly, or as required or requested;
- Schedule performance analysis to be published at least monthly and will include analysis of the official baseline, design contractor and construction contractor schedules;
- Sub-schedules will be developed and issued as needed.

### PUBLIC INFORMATION/COMMUNICATIONS

The Communications Specialist will develop a community outreach program to stimulate project awareness and to promote governmental funding support, and will coordinate and set up various outreach meetings with local, state and federal officials where progress is shared and next steps discussed. The Communication Specialist will develop numerous information packages and presentations.

#### Key Deliverables

- Communications Plan addressing community outreach, public awareness, political support of public officials.
- Numerous presentations as requested.
- Monthly news articles to be included in local newspapers and videos to be shared with local news TV stations.
- Develop public process for developing support for aesthetic treatments on bridge
- Develop plan for implementing Sec. 106 mitigation commitments

## ENVIRONMENTAL/REGULATORY

Specialist will develop a listing of all permits required to execute both the design and construction of the project as well as the removal of the existing bridge. The specialist will work with the PS Engineer to develop a plan of actions to obtain the permits. The Regulatory Specialist will work closely with counterparts in both the A&E Contractor as well as the Construction Contractor to ensure smooth and timely support.

### Key Deliverables

- A Regulatory Action plan showing all permits and actions needed to obtain each in support of the Project schedules, which will be monitored and updated regularly.

## CONSTRUCTION SPECIALIST

The Construction Specialist will provide input to the A&E/Design team especially regarding the need for constructability reviews as design progresses. Will provide input to various baseline estimates and cost/schedule studies.

### Key Deliverables

- Construction reviews and analysis of various estimates
- Constructability review reports of design
- Construction progress reviews and reports
- Labor availability review of required construction forces along with determination of open shop or unionized work force and need for a potential labor agreement.
- Development of a temporary facilities plan (laydown areas, pre-fabrication yards, relocation of Port Offices, etc.)
- Coordination of Owner supplied services to Construction (if needed)

## HEALTH AND SAFETY

Ensures the health and safety requirements are included in the Construction RFP documents. Ensures that the Construction RFP submittals meet requirements. Ensure that the awarded Construction Contractor implements a strong and viable Safety program. Conducts root cause analysis and develops and implements corrective actions as needed. Is the passionate safety professional on the project ensuring all operations are done so safely?

### Key Deliverables

- Health and Safety plan for the Project is develop, issued and implemented.
- During construction, the HSE professional spends majority of the time observing the construction work effort ensuring plan of the day meetings focus on safety and daily operations are done so in a safe manner.

## ATTACHMENT C - SAMPLE CONTRACT

See attached .pdf

RFP POHR 2022-01  
Project Management Services for  
Hood River-White Salmon Bridge Replacement Project

**Attachment D - PROJECT SAMPLES AND REFERENCES**

**INSTRUCTIONS:**

Provide 2 references each for 3 relevant projects using this attachment. This attachment must be submitted with the Proposal, but are not included in the Proposal page count. Limit responses for each project to two pages.

This is a reference questionnaire for the named firm for consultant services provided on the sample project. Do not submit reference questionnaire forms used on prior solicitations, as they may include different questions and scoring.

The information included in these project samples will be used to aid in the scoring of the listed criteria within the RFP.

The responses to the following items will be used as criteria for scoring.

- Describe their relevance to the Project and Services included in this solicitation, including descriptions of how any outstanding issues and project constraints were addressed and resolved.
- Include a brief description of project type, location, size, duration and objectives; a list of Key Persons and their roles; tasks performed by the Proposer to fulfill the project objectives and the actual project budget.
- Indicate whether the services were accomplished within Proposers' original estimated budget and schedule, or if the budget or schedule needed to be revised. Briefly explain the reason for any revisions.
- Indicate whether the project had a compressed delivery schedule; describe how the team adapted to deliver on time.
- Projects with significant public outreach to many different stakeholders.
- Projects with criteria similar to those developed in the Hood River Bridge Type, Size and Location Study.
- It is preferable if there is a link between the project referenced and the personnel proposed on the team for this Project.

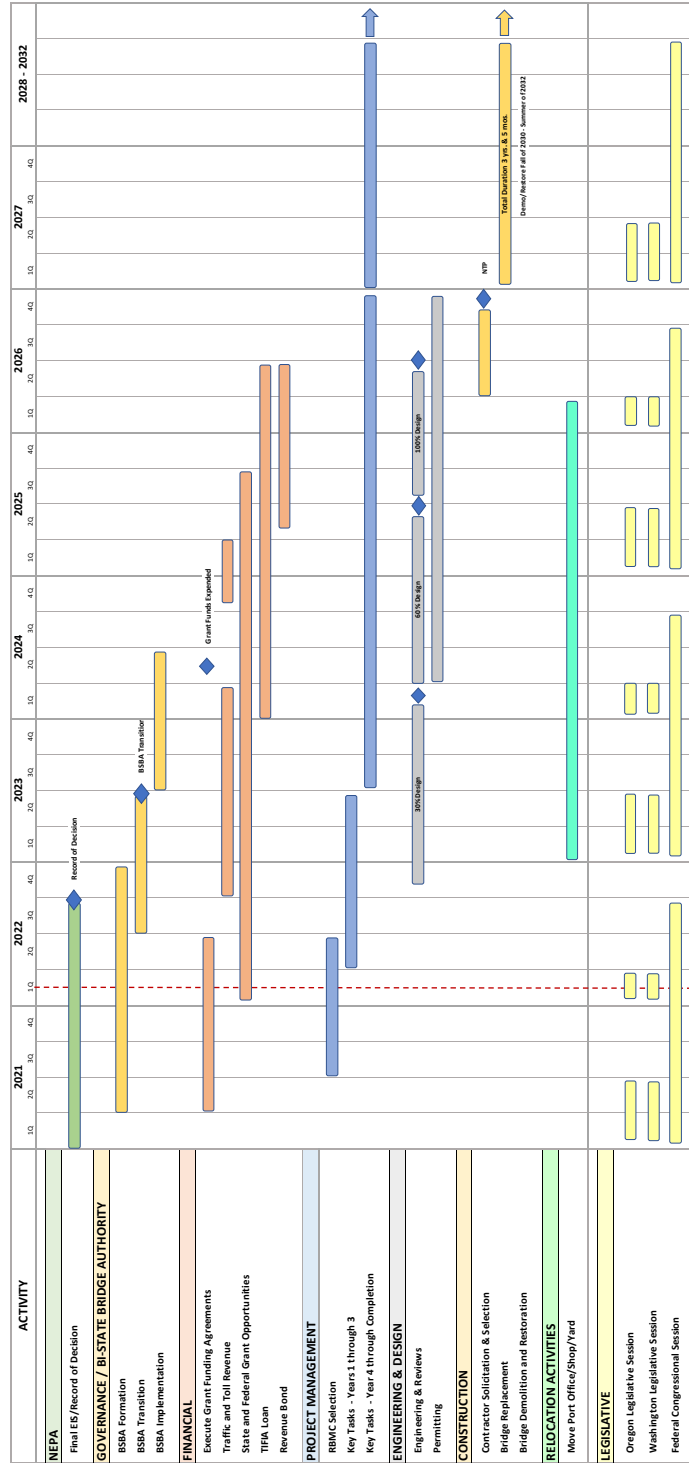


| <b>PROJECT SAMPLE #2</b>  |                    |                         |                            |
|---|--------------------|-------------------------|----------------------------|
| <b>A. Consultant and Project Information</b>  |                    |                         |                            |
| Project Title:  |                    | Consultant Name:        |                            |
| Location:   |                    | Email:                  |                            |
| Project Type:   |                    | Ph:                     |                            |
| Brief Project Description, Proposing Firm's Role and How Project Applies to This Project:   |                    |                         |                            |
|   |                    |                         |                            |
| Contract #:   | WOC #(if applic.): | Contract Start (Mo/Yr): | Contract Complete (Mo/Yr): |
| Client's Construction Budget for the Project (if applicable):   |                    |                         |                            |
| Consultant Services Contract/WOC Amount (including as amended):   |                    |                         |                            |
| <b>(check one)</b>  |                    |                         |                            |
| This is a: <input type="checkbox"/> primary reference; or <input type="checkbox"/> alternate reference (must be allowed for in the RFP) |                    |                         |                            |
| <b>B. Client Information</b>  |                    |                         |                            |
| Client Name:  |                    |                         |                            |
| Client's PM:  |                    | Alt contact for client: |                            |
| Email:  |                    | Title:                  |                            |
| Ph #:   |                    | Email:                  |                            |
|   |                    | Ph #:                   |                            |

|   |                    |                         |                            |
|---|--------------------|-------------------------|----------------------------|
| <b>PROJECT SAMPLE #3</b>  |                    |                         |                            |
| <b>A. Consultant and Project Information</b>  |                    |                         |                            |
| Project Title:  |                    | Consultant Name:        |                            |
| Location:   |                    | Email:                  |                            |
| Project Type:   |                    | Ph:                     |                            |
| Brief Project Description, Proposing Firm's Role and How Project Applies to This Project:   |                    |                         |                            |
|   |                    |                         |                            |
| Contract #:   | WOC #(if applic.): | Contract Start (Mo/Yr): | Contract Complete (Mo/Yr): |
| Client's Construction Budget for the Project (if applicable):   |                    |                         |                            |
| Consultant Services Contract/WOC Amount (including as amended):   |                    |                         |                            |
| <b>(check one)</b>  |                    |                         |                            |
| This is a: <input type="checkbox"/> primary reference; or <input type="checkbox"/> alternate reference (must be allowed for in the RFP) |                    |                         |                            |
| <b>B. Client Information</b>  |                    |                         |                            |
| Client Name:  |                    |                         |                            |
| Client's PM:  |                    | Alt contact for client: |                            |
| Email:  |                    | Title:                  |                            |
| Ph #:   |                    | Email:                  |                            |
|   |                    | Ph #:                   |                            |

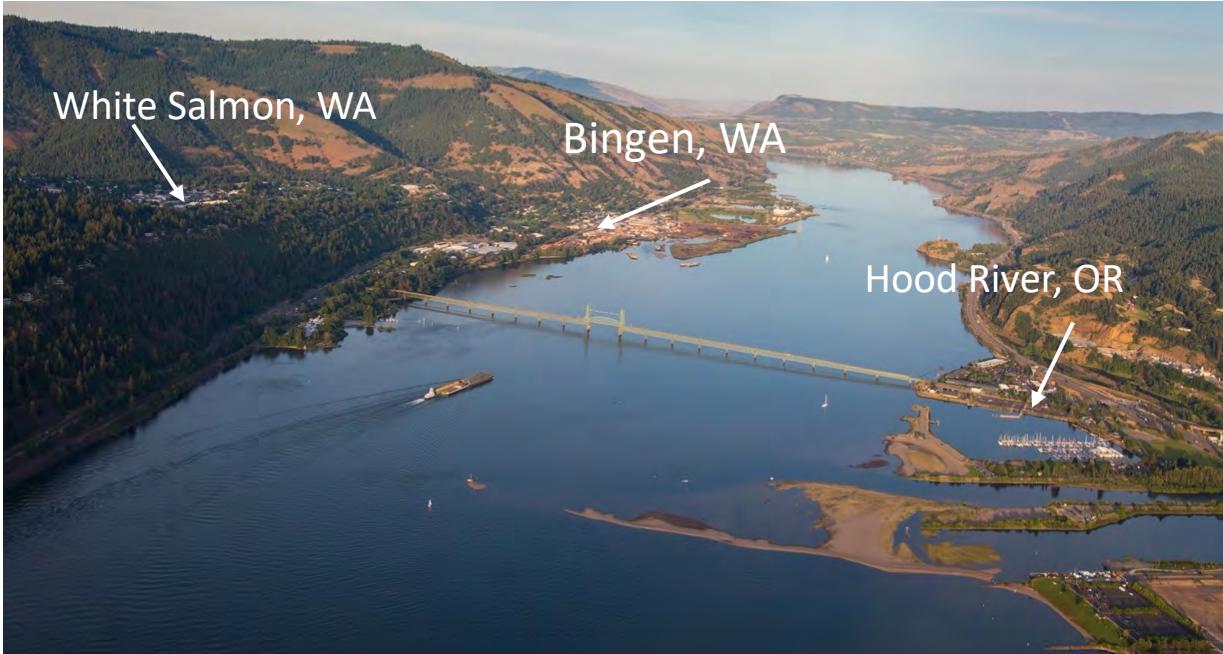
RFP POHR 2022-01  
 Project Management Services for  
 Hood River-White Salmon Bridge Replacement Project  
**Attachment E - PROJECT CONCEPT SCHEDULE**

Port of Hood River  
**BRIDGE REPLACEMENT CONCEPT TIMELINE**  
 DRAFT 7 January 2022

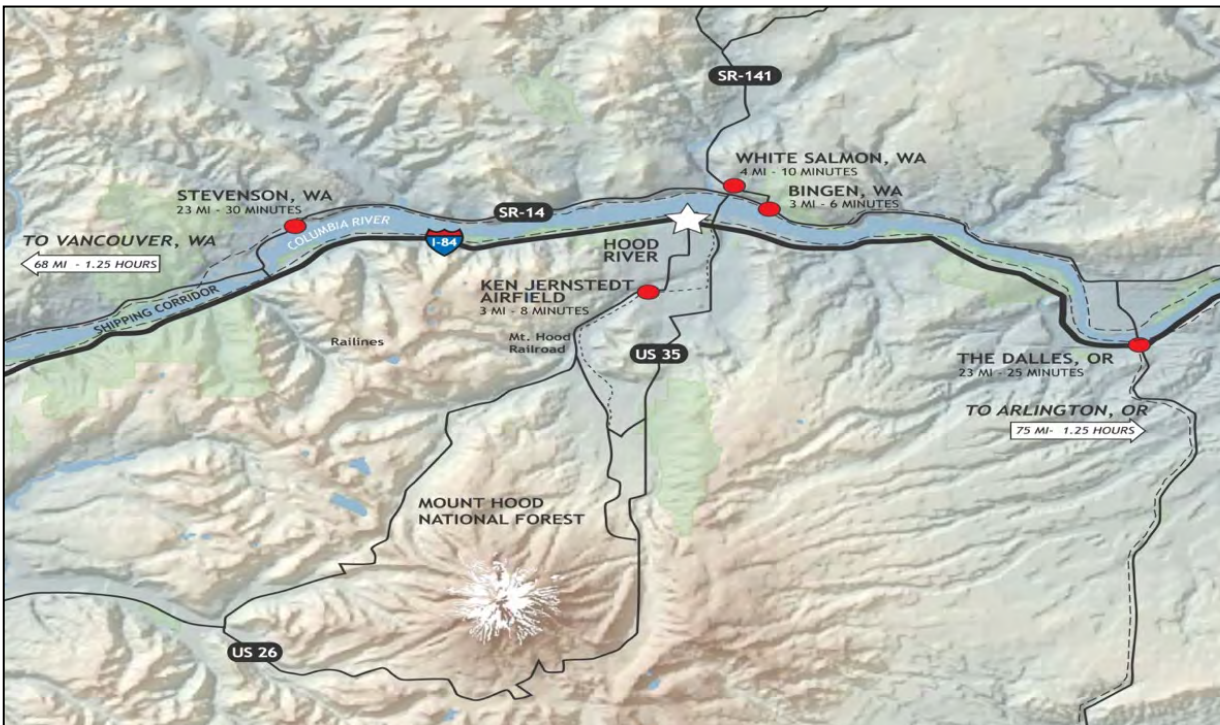




RFP POHR 2022-01  
Project Management Services for  
Hood River-White Salmon Bridge Replacement Project  
Attachment F - PROJECT LOCATION



Cities of White Salmon and Bingen, Wash.; and Hood River, Ore.



The Hood River-White Salmon Bridge is at the confluence of I-84, State Route 14 and State Route 35 in the mid-Columbia Gorge.

## ATTACHMENT C

### ENGINEERING AND RELATED SERVICES CONTRACT - SAMPLE

Contract Number:

|  |                                   |
|--|-----------------------------------|
| Project Title:   | Agency Project Number:            |
| Project Location:  | Associated RFP Number:            |
| Federal Aid Number:  | DBE Goal:       % (see Exhibit E) |
| <b>Total Not-to-Exceed ("NTE") amount for this Contract.</b> This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$       for contingency tasks, each of which must be separately authorized by Agency. |                                   |

This Contract is between       , hereafter called "Agency" and [enter legal company name as provided to IRS (and DBA name if applicable)], a (enter state of incorporation/organization) corporation, hereafter called "Consultant." Agency and Consultant together are also referred to as "Parties" and individually referred to as "Party." The primary contacts for this Contract are identified in Exhibit J, Contact Information and Key Persons.

This Contract includes Federal Highway Administration ("FHWA") funding coordinated through the Oregon Department of Transportation ("ODOT"). See Section 18 - Compliance with Applicable Law.

For purposes of this Contract:

- a) "business days" means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- b) "calendar days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- c) "Engineering" Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications based selection procedures [see ORS 279C.100 and ORS 279C.110]; and
- d) "Related Services" has the meaning provided in ORS 279C.100.

### TERMS AND CONDITIONS

**Contract Effective Date and Term.** This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the Agency. Unless otherwise amended or terminated, this Contract shall expire       .

**2. Statement of Work.** Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the "Services"). The required schedule for performance under the Contract is specified in the Statement of Work.

**3. Compensation.** The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. Agency reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.

4. **Contract Exhibits.** This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A - Statement of Work
- Exhibit B - Compensation
- Exhibit C - Insurance
- Exhibit D - Title VI Non-Discrimination Provisions
- Exhibit E – Disadvantaged Business Enterprise (“DBE”) Provisions
- Exhibit F -Special Terms & Conditions
- Exhibit G - RESERVED
- Exhibit H - RESERVED
- Exhibit I - Errors & Omissions (“E&O”) Claims Process
- Exhibit J - Contact Information and Key Persons

5. **Order of Precedence.** Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence: this Contract (including all amendments, if any) less all Exhibits, attachments and other documents/information incorporated into this Contract, then the Statement of Work and Payment Schedule, then all other Exhibits, then any other attachments or documents/information incorporated into this Contract by reference.

6. **Independent Contractor; Conflict of Interest; Responsibility for Taxes and Withholding; Consultant Oversight.**

- a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Consultant shall perform all required Services as an independent contractor. Although Agency reserves the right (i) to determine the delivery schedule (as mutually acceptable to Agency and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265.
- b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx> ) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to Agency disclosing the conflict(s).
- c. Consultant shall be responsible for all Federal or State of Oregon (“State”) taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to Agency whenever Consultant’s backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.
- d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with Agency, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant’s professional responsibility to report to Agency any information that comes to Consultant’s attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect Agency or a particular project.

**7. Subcontracts and Assignment; Successors and Assigns**

- a. Consultant shall obtain Agency's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions Agency may require, Consultant shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor (which may also be referred to as "subconsultant") to comply with Sections 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 27 and 29 of these Contract provisions, the limitations of **Exhibit B - Compensation**, **Exhibit D - Title VI Nondiscrimination Provisions**, and the requirements and sanctions of ORS Chapter 656, Workers' Compensation, in the performance of the subcontractor's Services on the project that is the subject of the Contract, as if the subcontractor were the Consultant. Agency's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Consultant or a subcontractor.
- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection "a." above is void.

**8. Third Party Beneficiaries.** The State of Oregon, the Oregon Transportation Commission (OTC) and ODOT, are intended third-party beneficiaries of the Contract with express independent authority to enforce the terms and conditions of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

**9. Representations and Warranties.** Consultant represents and warrants to Agency that (i) Consultant has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Consultant, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 10 below; (iv) Consultant is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; and (v) Consultant is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

**10. Professional Standard of Care; Responsibility of Consultant; Design Within Funding Limit**

**a. Professional Standard of Care.**

Consultant shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

**b. Responsibility of Consultant.**

- (i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.
- (ii) Agency's review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to Agency in accordance with applicable law for all damages to Agency caused by Consultant's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.
- (iii) The rights and remedies of Agency provided for under the Contract are in addition to any other rights and remedies provided by law.

(iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

c. **Reserved**

**11. Ownership of Work Product**

a. **Definitions.** The following terms have the meanings set forth below:

(i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.

(ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Consultant.

(iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to Agency pursuant to the Contract.

b. **Work Product.** All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Consultant hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon Agency's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in Agency. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third Party Intellectual Property derivative works.

c. **Consultant and Third Party Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to Agency under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by Agency to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of Agency to authorize contractors, consultants and others to do the same on Agency's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the Agency. At the request of Consultant, Agency shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

d. **Consultant and Third Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under the Contract is a derivative work based on Consultant Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Consultant Intellectual Property or Third Party Intellectual Property, Consultant hereby agrees to grant to, or obtain for, Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of Agency to authorize others to do the same on Agency's behalf.

- e. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A - Statement of Work, Agency hereby grants to Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

**12. Confidentiality and Non-Disclosure.** Consultant and its subcontractors, and their respective employees and agents, shall keep confidential all information, in whatever form, produced, prepared, observed or received to the extent that such information is designated as confidential by the Agency, by law, or by this Contract. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall immediately notify Agency of such subpoena or other legal process, provide Agency with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with Agency in the event Agency decides to oppose the disclosure of the Confidential Information. In the event Agency decides not to oppose such subpoena or other legal process or Agency's decision to oppose the subpoena or legal process has not been successful, Consultant shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

### **13. Indemnity**

- a. **Claims for Other Than Professional Liability.** *Consultant shall indemnify, defend, save, and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.*
- b. **Claims for Professional Liability.** *Consultant shall indemnify, defend, save, and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.*
- c. **Indemnity for Infringement Claims.** *Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the Agency by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the Agency's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, Agency shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the Agency (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with Agency specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by Agency.*

- d. **Defense Qualification.** Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the Agency, the State of Oregon, the OTC or ODOT without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The Agency, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.*
- e. **Agency's Acts or Omissions.** This section 13 does not include indemnification by Consultant of the Agency, the State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.*

14. **Insurance.** Consultant shall carry insurance as required on **Exhibit C**.

15. **Termination**

- a. Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.
- b. Agency's Right to Terminate for Convenience.** Agency may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.
- c. Agency's Right to Terminate for Cause.** Agency may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:
  - (i) Agency fails to receive appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for Consultant's Services. Payments under this Contract and continuation of this Contract beyond the current biennium are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available from current funding sources. The Agency may terminate this Contract, and Consultant waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the Agency's funding from local, state and/or federal sources is not appropriated or is withdrawn, limited or impaired;
  - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or Agency is prohibited from paying for such Services from the planned funding source;
  - (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
  - (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice to Consultant, or such longer period as Agency may specify in such notice.
- d. Consultant's Right to Terminate for Cause.**
  - (i) Consultant may terminate the Contract by giving written notice to Agency if Agency fails to pay Consultant pursuant to the terms of the Contract and if Agency fails to cure within 14 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.
  - (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if Agency commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach, default or failure is not cured within 14 calendar days after Consultant's notice to Agency, or such longer period as Consultant may specify in such notice.
- e. Remedies.**

- (i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Consultant's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered up to the time of termination, less previous amounts paid and any claim(s) which State has against Consultant, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to Agency upon demand.
  - (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), Agency shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).
- f. **Consultant's Tender Upon Termination/Retained Remedies of Agency.** Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless Agency expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Agency's request, Consultant shall surrender to anyone Agency designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Consultant's possession or control and may be needed by Agency to complete the Services.

**16. Records Maintenance; Access.** Consultant, and its subconsultants, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain all other records pertinent to the Contract and the project and shall do so in such a manner as to clearly document Consultant's performance. The Agency, ODOT, the Oregon Secretary of State's Office (OSS), FHWA and the Comptroller General of the United States (CGUS) and their respective, duly authorized representatives shall have access, and Consultant shall permit the aforementioned entities and individuals access, to such fiscal records and other books, documents, papers, plans and writings of Consultant that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Any cost data submitted by Consultant pursuant to this Contract may be shared with ODOT, FHWA, OSS and CGUS, as necessary, for audit purposes. Agency, ODOT and FHWA shall have the right to review or examine the work in progress for any Services performed under the Contract.

**17. Performance Evaluations.** Agency will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by Agency, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). Agency will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. Agency may adjust evaluation score(s) upon Agency's finding of good cause. Agency may provide copies of any performance evaluation documentation to ODOT, FHWA, and other parties unless lawfully exempt from disclosure. Agency may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. Agency and ODOT may use Consultant performance under previous contracts as a selection criterion for future contracts.



**18. Compliance with Applicable Law.** Consultant shall comply with all Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) the Clean Air Act (42 U.S.C. 7401-7671q); (v) the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vi) Executive Order 11738; (vii) Environmental Protection Agency regulations (40 CFR part 15); (viii) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws. Agency's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein. All rights and remedies available to Agency under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request Agency to resolve the conflict (in collaboration with ODOT and FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If Agency concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by Agency shall be final and not subject to further review or challenge.

**19. Permits and Licenses**

- a. **Permits and licenses to conduct business.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and licenses required by law for Consultant to conduct its business and perform the Services under the Contract.
- b. **Permits and licenses required for the project.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold and maintain during the term of the Contract all permits and licenses required for the project (for example, permits from regulatory authorities and use permits or licenses from owners of real and personal property), but Agency shall pay for such permits and licenses. Consultant shall review the project site, if applicable, and the nature of the Services that Consultant shall perform under the Contract. Consultant shall advise Agency throughout the course of the project as to the necessity of obtaining all project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

**20. Foreign Contractor.** If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract.

**21. Force Majeure.** Neither Agency nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of Agency or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

**22. Survival.** All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 9, 10, 11, 12, 13, 15(e), 15(f), 16, 22, 23, 26, 27 and 29 and all other rights and obligations which by their context are intended to survive.

**23. Time is of the Essence.** Consultant agrees that time is of the essence in Consultant's performance of its obligations under the Contract.

**24. Notice.** Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or Agency at the e-mail address, the delivery address or facsimile number set forth in the Contract, or to such other addresses or numbers as either Party may hereafter indicate in writing to the other. Any notice or day-to-day communication sent by e-mail shall be deemed received when it is sent. **The recipient of any notice sent by e-mail shall reply by e-mail to confirm receipt of such notice.** Any communication or notice made by personal delivery shall be deemed to be received when actually delivered. Any communication or notice properly addressed and mailed shall be deemed received 5 calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date of the notice of successful transmission generated by the transmitting machine. To be effective, such facsimile transmission must be confirmed by telephone notice to Agency's Contract Administrator or Consultant's representative, as applicable.

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

**26. Dispute Resolution and Errors & Omissions Claims Process.** In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

- a. **Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit I, Errors & Omissions Claims Process.**
- b. **Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.
- c. **Notification to ODOT.** Agency shall immediately notify ODOT of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

**27. Governing Law; Venue; Consent to Jurisdiction.** The Contract shall be governed by, and construed and enforced 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 Agency (or any agency or department of the State of Oregon) and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the County in which the Project is located; provided, however, if a Claim must be brought in a Federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the Agency or State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

**28. Amendments.** Agency may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by Agency and Consultant. Agency may agree to appropriate increases in the maximum compensation payable under the Contract, should any Agency-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an

amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

**29. False Claims**

- a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.
- b. Consultant shall immediately disclose (in writing) to Agency whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed—
  - (i) A violation of the Oregon False Claims Act; or
  - (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
- c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

**30. Certified Small Businesses.** Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015 as a material condition of the Contract. If the Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of Agency carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, Agency may terminate the Contract, require the Consultant to terminate the subcontractor, or exercise any of remedies reserved for breach of the Contract.

**31. Merger Clause; Waiver; Interpretation.** The Contract, including everything incorporated by reference, 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 the Contract. No waiver, consent, modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and all necessary State of Oregon governmental approvals have been obtained. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

## CONSULTANT CERTIFICATIONS

### A. Any individual (the undersigned) signing on behalf of Consultant hereby certifies under penalty of perjury:

- (1) Consultant has provided its correct TIN to Agency;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and
- (3) The undersigned is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of the undersigned's knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

### B. Any individual (the undersigned) signing on behalf of Consultant hereby certifies the undersigned is authorized to sign this Contract and that:

- (1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to Agency on a properly prepared and submitted form and, if determined necessary by Agency or ODOT, a mitigation plan has been approved by Agency and ODOT.
- (4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.  
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.  
(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (5) Consultant is an independent contractor as defined in ORS 670.600 and as described in [IRS Publication 1779](#).
- (6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

No Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Contract is fully executed, and Notice-To-Proceed has been issued by Agency.

**Counterparts:** The Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**CONSULTANT SIGNATURE(s)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**AGENCY SIGNATURES**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**AGENCY LEGAL REVIEW:**

Signature: (Approved via e-mail ) or (Not required per ) \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## EXHIBIT A - STATEMENT OF WORK

### A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

**General Expectation.** Consultant commits to provide, oversee and direct Services to obtain the greatest long-term value for the government, and to promote prudent expenditure of public funds within the constraints of the project, program, context, budget and cost-effective sustainability principles. Consultant shall: (i) avoid expenditures for aesthetic effect which are disproportionate to the project as a whole; (ii) use recycled/recyclable products to the maximum extent economically feasible in the performance of this Contract, and (iii) apprise Agency throughout the project concerning any issues or decisions with potential economic impact to the project.

#### Project Phasing

This Project is divided into three phases:

- ...
- ...
- ...

This Statement of Work addresses the \_\_\_\_\_ Phase of the Project. Each subsequent phase is optional, at Agency's discretion, and may be added via amendment(s) to this Contract.

#### Agency Responsibilities

#### Acronyms and Definitions

The acronyms and definitions that may be found in the SOW include, but are not limited to, those set forth in the following

list: [https://www.oregon.gov/odot/Business/Procurement/DocsSOW/clpa\\_SOWdefs.docx](https://www.oregon.gov/odot/Business/Procurement/DocsSOW/clpa_SOWdefs.docx). U

### B. STANDARDS and GENERAL REQUIREMENTS

#### 1. Standards

##### a. Preliminary Engineering and Design Phase Services –

**b. Construction phase Services** - Consultant shall complete Construction Engineering, Inspection and Construction Contract Administration ("CEI/CA") Services in accordance with ODOT's Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual. All Inspection work must be performed by ODOT-certified Inspectors as required by ODOT's Inspection Quality Assurance Program ("IQAP"). Consultant's qualified staff shall diligently monitor the work of the construction contractor in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and Agency manuals. Consultant shall immediately advise Agency of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the Federal or State standards applicable to construction of the Project.

#### 2. Software and Format Requirements

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.

Consultant's software shall produce deliverables that are fully compatible, readable and useable by Agency software, requiring no modification or translation of Consultant's deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data shall be in a "self-expanding executable" format. Additional format requirements may be listed elsewhere in the Statement of Work or in the Contract.

**3. Professional Licenses, Registrations and Qualifications**

- Consultant and its subconsultants must be duly licensed where required by law to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so licensed, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).
- Agency may require Consultant's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

**4. General Requirements**

- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to Agency, as well as any other materials where professional standards require such seal and signature.
- **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and Federal regulations and Agency policies and procedures for the Services under the Contract.

**5. Compliance with Applicable Law (in addition to those identified elsewhere in the Contract.)**

**6. Design Criteria and Project Assumptions/Conditions**

**C. REVIEW, COMMENT and SCHEDULE OVERVIEW**

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate draft review comments.
- Consultant shall incorporate comments within 10 business days from receipt by Agency and return the revised deliverables to Agency staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

**D. PROJECT COOPERATION**

Consultant shall only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the Statement of Work. All work assigned to other entities, other than subconsultants, is not subject to this Contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the obligations of those entities. Any tasks or deliverables assigned to a subconsultant shall be construed as being the responsibility of Consultant. Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity (other than subconsultants) as described in this Statement of Work shall be subject to the following guidelines:

- a. At the first indication of non-cooperation, Consultant shall provide written notice to Agency's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.
- b. Agency's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/Project.

If Consultant has followed the notification process described in section “a”, and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the Statement of Work, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall Agency be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. Agency’s Contract Administrator will negotiate with Consultant in the best interest of the government, and may revise the delivery schedule to allow for delinquencies beyond any reasonable control of Consultant. Revised delivery dates beyond the expiration date require an amendment to the Contract.

**E. TASKS, DELIVERABLES and SCHEDULE**

1. \_\_\_\_\_

1.1 \_\_\_\_\_  
**Deliverables:**

2. \_\_\_\_\_

1.2 \_\_\_\_\_

**Deliverables:**

**F. CONTINGENCY TASKS**

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the Statement of Work. Consultant shall complete only the specific contingency task(s) identified and authorized via written (e-mail acceptable) Notice-to-Proceed (“NTP”) issued by Agency’s Project Manager. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services (up to the NTE amount(s) in the Contingency Task Summary Table) within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE amount for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the Contract. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

**Contingency Task Summary Table**

| Contingency Task Description            | NTE for Each | Max Quantity | Method of Comp. | Total NTE Amount |
|---|--------------|--------------|-----------------|------------------|
| 1.3 Project Meetings                    | \$           | 3            | FP              | \$               |
| 1.4 Public Involvement Meeting(s)       | \$           | 2            | T&M             | \$               |
| 3.2 Surface and Subsurface Soil Samples | \$           | 1            | T&M             | \$               |
| <b>Total for contingency tasks:</b>     |              |              |                 | <b>\$</b>        |



## EXHIBIT B - COMPENSATION

### Definitions:

**CPFF** – Cost Plus Fixed Fee

**FCCM** - Facilities Capital Cost of Money

**NBR** - Negotiated Billing Rates. NBRs are fully loaded billing rates inclusive of direct salary, indirect expenses and profit.

**NTE** - Not to Exceed Amount

**T&M** - Time and Materials

### A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. Consultant shall complete all Services and provide all deliverables as defined in the Contract. If the applicable compensation is exhausted, but Services and deliverables are not complete, Consultant shall complete the Services and provide the deliverables to Agency's satisfaction without additional compensation.

The amount payable under the Contract may be adjusted by Agency or renegotiated to:

- Reduce the NTE, Fixed-Price or Fixed-Fee amount associated with Tasks/Deliverables that were not authorized by Agency or not performed by Consultant;
- Reduce the NTE, Fixed-Price or Fixed-Fee amount commensurate with deductive amendments to reduce the risk associated with the Project or to reduce the scope of work required under the Contract;
- Increase the NTE, Fixed-Price or Fixed-Fee amount for additional Tasks/Deliverables added to the scope of work via amendment to the Contract.

{The method(s) of compensation for contingency tasks, if any, is specified in Exhibit A, Contingency Task Summary Table.}

#### 1. Cost Plus Fixed Fee with Not-To-Exceed (CPFF)

Agency will pay Consultant actual costs plus the negotiated fixed fee, up to the NTE established in the Contract, to complete the Services required under the Contract.

**Actual Costs.** Actual costs are limited to:

- **Direct Salary Costs** –the direct salary rate (up to the maximum rate approved in the Contract for the employee's classification) paid to the specific employee(s) productively engaged in work to complete the Services required under the Contract.
- **Allowable Indirect Costs** - (See section I, Indirect Costs)
- **Other Direct Costs (ODCs)** without mark-up - Approved travel costs (up to the rates allowed in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subconsultant Costs** (without mark-up) - the actual labor costs, ODCs (as described above) and indirect costs that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

**Fixed-Fee.** A profit rate will be negotiated. The Fixed-Fee amount will be developed by multiplying the negotiated profit rate by the Labor Costs (excluding labor costs from NBRs) plus Allowable Indirect Costs for the Project. The cost basis for calculating the Fixed Fee must not include:

- ODCs,
- labor costs for firms using NBRs (these rates already include profit),
- FCCM
- costs for contingency tasks, if any. Cost and profit for contingency tasks will be included in the amount negotiated for each contingency task and will not be included in the Fixed-Fee for non-contingency tasks.

**The total not-to-exceed amount for allowable, actual costs for non-contingency tasks is: \$**

**The total dollar amount for the Fixed Fee for non-contingency task is: \$**

Consultant acknowledges and agrees that the Fixed-Fee is only due and payable for work authorized by Agency and satisfactorily completed by Consultant.

## 2. Fixed Price

Agency will pay Consultant for the actual Services performed under the Contract according to the Fixed Price amount(s) established in this Contract. The Fixed Price amount(s) includes all labor costs, overhead, profit, and may include expenses (if travel or other expenses are approved). The Fixed Price amount(s) must not include any unallowable indirect or direct costs, including travel which must be based on the allowable travel and lodging rates identified in section B of this Exhibit.

Consultant acknowledges and agrees that the Fixed Price is only due and payable for work authorized by Agency and satisfactorily completed by Consultant.

**The dollar amount for Fixed Price non-contingency Services is: \$**

## 3. Time and Materials with Not-To-Exceed (T&M)

Agency will pay Consultant for completion of Services required under the Contract on the basis of T&M, up to the NTE amount established in the Contract. Billable items include:

- **Loaded Costs**- the NBR (which is inclusive of profit and overhead costs); or the actual direct salary rate paid to the specific employee(s) (up to the maximum rate approved in the Contract for the employee's classification) productively engaged in work to complete the Services required under the Contract, plus profit and the approved overhead.
- **ODCs** (without mark-up) - Approved travel costs (up to the rates allowed in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subcontractor Costs** (without mark-up, unless Agency notifies Consultant otherwise in writing) - the hourly labor rates and ODCs (as described above) that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

**The dollar amount for T&M non-contingency Services is: \$**

## B. PAYMENT OPTIONS

Payments will occur only after Agency has determined that Consultant has completed, and Agency has accepted, the required Services (including defined deliverables) for which payment is sought via a properly submitted and correct invoice.

**Progress Payments for Acceptable Progress.** Agency will pay Consultant monthly progress payments for actual costs, up to the Contract NTE amount, for Consultant's acceptable (and verifiable) progress on tasks and deliverables included in the invoice.

**Progress Payments for Percentage of Services Completed.** Agency will pay Consultant monthly progress payments based on a percentage of the total agreed fixed price. Monthly progress payments

shall be limited to an amount commensurate with the percentage of the total Services and deliverables that were completed in the month invoiced.

**Payment upon Milestone (or other Unit) Completion.** Agency will pay Consultant the fixed price per milestone amount(s), or all amounts due as actual costs up to the Contract NTE amount per milestone, but only after Consultant completes and Agency accepts all Services and deliverables required under the Contract for a given milestone (or other unit) as listed below:

**Payment upon Full Completion.** Agency will pay Consultant the fixed price amount, or all amounts due as actual costs up to the Contract NTE amount, but only after Consultant completes and Agency's accepts all Services and deliverables required under the Contract.

**Basis of Payment or Fixed Fee (for CPFF only)**

**The Basis of Payment for Fixed Fee is as follows:**

- The Fixed-Fee will be paid for accepted and verified progress based on an estimated percentage of completion of the Services and deliverables required under the Contract.
- The Fixed-Fee will be paid as a single lump sum payment following completion and acceptance of all Services and deliverables required under the Contract.
- The Fixed-Fee will be paid in the amounts identified for each completed and accepted milestone:  
\_\_\_\_\_

**C. TRAVEL**

The Fixed Price amount(s) in this Contract includes all travel, lodging, per diem, and mileage expenses. Agency will not reimburse Consultant separately for travel, lodging, per diem, or mileage expenses.

Travel costs are allowable only if they are authorized under the Contract and if the travel is essential to the normal discharge of Agency's responsibilities and is related to official Agency business. **All travel shall be conducted in the most efficient and cost-effective manner that results in the best value for the State.** Personal expenses shall not be authorized at any time. The following guidelines shall apply to the Contract:

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at <https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf> .
- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by Agency will be reimbursed according to the rates set forth by the State Controller at <https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to Agency, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

**D. INVOICES**

Consultant shall submit invoices in the format required by Agency (and with supporting documentation to substantiate charges on the invoice, including a detailed line-item breakdown of labor and ODCs by task/subtask) no more frequently than once per month. The address for invoice submittal is set forth in

Exhibit J. In addition to all other applicable invoice requirements in this section D, each invoice must include the following information:

- The Agency's Contract number
- The Agency's Project number

**Progress Reports:** Each monthly invoice must include a progress report. The monthly progress report must cover the period invoiced and, at minimum, must:

- Describe the previous month's Project activities and the planned activities for the next month;
- For each task/deliverable identify the percentage completed during the month and the cumulative percentage completed;
- Reconcile progress of each task/deliverable with the schedule identified for each.
- Identify issues/concerns that may affect the Project Statement of Work, schedule or budget.

#### **"Paid Summary Report"**

Consultant shall complete and submit to APM [Paid Summary Report\(s\)](#) [form 734-2882] per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. **This reporting is required for all Contracts that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

#### **CPFF and T&M Compensation:**

- Consultant shall prepare invoices based on the actual hourly rates, up to the maximums for each respective classification approved in the Contract, of the employees (or subconsultants) that performed the Services.
- Consultant shall provide documentation in each invoice to itemize all reimbursable actual labor costs and ODCs for which Consultant seeks reimbursement, including a breakdown by task of the number of labor hours for each employee, employee names and classifications. Include receipts for any items purchased or equipment rentals for the Project that exceed \$100. Include copies of all invoices, similarly detailed, from authorized subconsultants.
- Agency will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B**, Section C of the Contract, if Agency has agreed to reimburse Consultant for travel expenses. For travel expense claims include receipts for lodging; rental cars, airfare.

**Fixed-Price Compensation.** Consultant shall prepare invoice(s) based on the payment option identified in Section B of this Exhibit:

- For Contracts using "Payment upon Full Completion" payment option, Consultant shall submit a single invoice requesting payment for the full Fixed-Price amount after all Services have been completed and all Deliverables have been accepted by Agency.
- For Contracts using "Progress Payments for Percentage of Services Completed" payment option, Consultant invoices shall be limited to an amount commensurate with the percentage of the total Services (including Deliverables) that were completed in the month invoiced.

Agency may request a full written itemization of and receipts for, but not limited to, any or all labor and direct costs billed by Consultant. Consultant shall provide written itemization and receipts to Agency within 5 business days of Agency's request. Agency will not make payment to Consultant under the applicable invoice until Agency has received all requested supporting documentation from Consultant and Agency has approved the invoiced amounts. Any overdue payments to Consultant by Agency for an approved invoice are subject to ORS 293.462.

#### **E. PAYMENT TERMS**

Payment will be made to Consultant no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. Agency will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If

revisions are necessary, payment will be made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

#### **F. CORRECTIVE WORK**

Consultant shall complete all Services, including Deliverables, as required in the Contract to Agency's satisfaction. If Agency, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, Agency shall notify Consultant in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the Parties) of receipt of the deficiency notification Consultant shall respond to Agency outlining how the deficiency shall be corrected. Consultant shall correct any deficiencies in the Services and Deliverables to Agency's satisfaction without further compensation. Agency will not unreasonably withhold payment.

#### **G. WITHHOLDING/RETAINAGE**

Agency reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to Agency under the Contract. Agency will make final payment of any balance due to Consultant promptly upon verification of completion and acceptance of all Services by Agency and will pay interest as required on retainage.

#### **H. PAYMENT REDUCTION**

Agency, or its duly authorized agents, may audit Consultant's fiscal records, including certified payroll and overhead records at any time. If Agency finds previously undisclosed inaccurate or improper costs have been invoiced and paid, Agency will notify Consultant and seek clarification. Agency, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Consultant, withhold the inaccurate or improper amounts from final payment to Consultant, or may use any other means to seek recovery of already paid but improperly calculated amounts.

#### **I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES**

##### **Specific Limitations**

For cost reimbursement compensation such as CPFF or T&M, Consultant shall invoice Agency only for actual productive time Consultant personnel spend on Services by any level of Consultant's staff (up to the established not-to-exceed amount). Consultant's general supervisors or personnel who are responsible for more than one Agency project shall charge only for actual productive time spent directly on the Project identified in the Contract.

Agency will pay Consultant only up to the hourly rates set forth in the Contract that are commensurate with the type of Services performed regardless of the classification, title, or level of experience of the individual performing those Services. However, under no circumstances shall Consultant invoice Agency based on higher direct salary rates than the actual amount paid to its employees.

**Discriminatory Pricing.** Direct and indirect costs as applied to work performed under Agency contracts and subcontracts may not be discriminatory against the Agency. It is discriminatory against the Agency if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-Agency work under comparable circumstances.

**Discriminatory Wage Rates.** Pursuant to ORS 279C.520, Consultant shall comply with the prohibitions set forth in ORS 652.220. Failure to comply is a breach that entitles the Agency to terminate the Contract for cause.

**Employee Discussions Regarding Compensation.** Consultant shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another

employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person {see ORS 279C.520(1)}.

### Unallowable Charges

Agency will not pay for direct or indirect costs that are unallowable under the provisions of [48 CFR Part 31](#).

Costs or direct charges for, but not limited to, the following are not reimbursable:

- Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
- Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.
- Mark-up on subcontractors or ODCs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm's indirect costs (unless properly credited back to indirect cost).
- Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

## J. [INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES]

**1. Approved cost data on file with ODOT** - If Consultant or its subconsultants have current, approved overhead, salary, or NBR rate schedules on file at ODOT, Consultant and its subconsultants will submit those approved rate schedules and any required certifications (or Agency may obtain rate schedules from ODOT) as required in subsections 2 and 3 below for use under the Contract.

**[Overhead schedules are maintained in procurement file but not included in the contract.]**

**2. Overhead Schedule** - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's Billing Rate Policy (as may be revised from time to time by ODOT) available at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf>. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: <https://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>. A signed [Certification of Final Indirect Costs form](#) must be submitted with the overhead schedule.

In order to assess the adequacy of an audited overhead rate for use in fair and reasonable price negotiation, Agency and/or ODOT may evaluate a firm's financial capability, internal control structure, and overhead schedule. This includes a determination as to the applicability of historical overhead rates to the anticipated future contract period, performing financial ratio analysis, evaluating overhead account trends and utilization rates for reasonableness.

### 3. Salary and Billing Rate Schedules

Consultant shall, and shall cause all of its subconsultants to submit electronically to Agency the applicable rate schedules described below.

**Direct Salary Rate Schedule** - includes the name, classification and actual direct salary rate as approved for each employee that may be used under the Contract. This schedule is required for firms that calculate an overhead rate. This schedule will not be included in the Contract but will be retained by Agency.

**Negotiated Billing Rate Schedule** - may be required for Consultants or subconsultants that do not have a cognizant or acceptable independent audit for overhead rates (or do not calculate overhead as part of their normal accounting practice) and Agency determines it is in the public's best interest to negotiate

specific billing rates. Instead of calculating a billing rate using a formula that applies overhead, profit, and FCCM to the direct salary rate, this schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

**ODC Schedule** - is an optional schedule used to list actual costs of reimbursable items that are not included in the firm's overhead rate (or that are properly applied as a credit in overhead calculation).

**Approved rate schedules** for Consultant and its approved subconsultants/subcontractors are not physically attached but are on file electronically with Agency. The approved rate schedules are incorporated herein by reference and shall apply for cost estimating and invoicing purposes with the same force and effect as though fully set forth herein. Consultant may obtain copies of currently approved rate schedules on file with Agency by emailing a request to Agency's Contract Administrator for this Contract.

## **J. BILLING RATE SCHEDULES**

Consultant shall, and shall cause all of its subconsultants to submit electronically to Agency the applicable rate schedules described below.

**Negotiated Billing Rate Schedule** -This schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

**Direct Non-Labor Rate Schedule** - is an optional schedule used to list actual costs of reimbursable items that are not included in the firm's overhead rate (or that are properly applied as a credit in overhead calculation).

**Approved rate schedules** for Consultant and its approved subconsultants/subcontractors are not physically attached but are on file electronically with Agency. The approved rate schedules are incorporated herein by reference and shall apply for cost estimating and invoicing purposes with the same force and effect as though fully set forth herein. Consultant may obtain copies of currently approved rate schedules on file with Agency by emailing a request to Agency's Contract Administrator for this Contract.

## **K. RATE REVISIONS**

The hourly rates (including escalations, if any) approved for use under this Contract shall remain in effect throughout the duration of the Contract unless revisions are approved by Agency. Any approved revisions to the hourly rates allowable under the Contract shall not cause an increase in the Contract NTE amount (exceptions may be approved by Agency on a case by case basis).

## **L. BREAKDOWN OF COSTS (BOC)**

Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC based on the approved overhead and actual direct salary rates (and approved NBRs as applicable) for each classification to be used under the Contract. Consultant shall include names of proposed staffing in the BOC.

The BOC must include a detailed breakdown of the costs for each element of the work regardless of compensation method. The BOC must identify:

- a) the proposed staff assignments (classifications and names) and hours per task and sub-task;
- b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other ODCs; and

- c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized ODCs. Agency may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
- d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.
- e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for ODCs applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

**Notes:**

- Vendors for flagging services, testing services or other items that are not personal services are treated as ODCs. The breakdown of costs for ODCs is entered on Expense sheets for prime and subs, with the total expense for each subtask entered on BOC sheet.
- No mark-up is permitted on subconsultants or ODCs.

**The final BOC agreed to by the Parties is incorporated by this reference**



## EXHIBIT C - INSURANCE

All insurance required by this Contract shall be maintained with insurers with an A.M. Best Financial Strength Rating of no less than A-. Insurers must be legally authorized to transact the business of insurance and issue coverage in the State of Oregon. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance. Prior to beginning work and during the term of this Contract, including any extensions or warranty period, Consultant shall maintain in force at its own expense each insurance set forth below:

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (Consultants with one or more employees, unless exempt under ORS 656.027).
2.  **Required by Agency**  **Not required by Agency.**
  - **Professional Liability** insurance with a per claim, incident or occurrence limit, or the equivalent, of not less than  \$1,000,000, or  \$2,000,000.
  - Any annual aggregate limits must not be less than  \$1,000,000  \$2,000,000  \$4,000,000  \$10,000,000.

This insurance must cover damages caused by negligent acts, errors or omissions of Consultant and Consultant's subcontractors, agents, officers or employees related to the professional Services to be provided under the Contract. If this insurance is provided on a "claims made" basis, Consultant shall continue the same coverage for  2 years,  3 years, or  6 years after completion of the Services or acquire "tail" coverage or an Extended Reporting Period endorsement for the foregoing extended period beyond Contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the Contract.
3.  **Required by Agency**  **Not required by Agency.**

**Commercial General Liability** insurance must be issued on an occurrence basis with per occurrence limit, or the equivalent, of not less than \$2,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than \$4,000,000.
4.  **Required by Agency**  **Not required by Agency.**

**Automobile Liability** insurance covering Consultant's business-related automobile use, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles.
5. **Notice of change or cancellation.** There shall be no cancellation, material change (one that would adversely impact the protection of Agency provided through the insurance coverages required in this Exhibit C), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Consultant or its insurer(s) to Agency. **All policies and certificates of insurance, including Workers' Compensation, must include a notice of cancellation or nonrenewal clause as required under ORS 742.700 to 742.710.**
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, Consultant shall furnish acceptable insurance certificates to Agency prior to Contract execution. Throughout the life of this Contract, Consultant shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If requested by Agency, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by Agency's representatives at a location in the State of Oregon that is reasonably convenient for Agency's representatives responsible for verification of the insurance coverages required under the Contract.
7. **Additional Insureds.** Insurance certificates for Automobile and Commercial General Liability must include an endorsement physically attached to the certificate specifying the Agency, the State of Oregon, the OTC, the Oregon Department of Transportation, and their respective officers, members, agents and employees as Additional Insureds and must expressly provide that the interest of the Additional Insureds shall not be affected by Consultant's breach of policy provisions.
8. **Subcontractors.** Consultant shall: (i) obtain proof of the above insurance coverages, as applicable, from any subcontractor providing Services related to this Contract, or (ii) include subcontractors within Consultant's coverage for the duration of the subcontractor's Services related to this Contract.

## EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

During the performance of this Contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- a. **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination:** Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds or race, color, sex, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, ODOT, FHWA or the Federal Transit Administration (FTA) as appropriate, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Agency, ODOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Contract, Agency shall impose such Contract sanctions as it, ODOT, FHWA or FTA may determine to be appropriate, including, but not limited to:
  - (i) Withholding of payments to Consultant under the Contract until Consultant complies, and/or
  - (ii) Cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Agency, ODOT, FHWA or FTA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request Agency, ODOT, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## EXHIBIT E – DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROVISIONS (Goal)

The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). As the Agency is entering into this Contract under authority granted by ODOT, the DBE Provisions apply the same as if ODOT were the contracting agency.

“Consultant” and “Contractor” are hereinafter referred to as “Contractor”. **See sections d and i for specific documentation and reporting requirements of Contractor.**

- a. **Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:
- o [ODOT DBE Policy Statement](#)
  - o [ODOT DBE Program Plan](#), and
  - o Requirements of [Title 49, Code of Federal Regulations, Part 26](#) - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

ODOT’s DBE Program authorities are set forth in the ODOT DBE Program Plan.

- b. **DBE Goals:** ODOT’s overall goal for DBE participation is 11.6% for FHWA funded contracting and 6% (proposed) for FTA funded contracting. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

|  |
|--|
| <ul style="list-style-type: none"><li>• <b>A separate DBE Contract goal, as set forth on page 1 of the Contract, has been assigned for this procurement.</b></li></ul> |
|--|

- c. **Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR § 26.13(b)).
- d. **Documentation of Proposed Participation:** Contractor shall document sufficient DBE participation to meet an assigned Contract goal or, alternatively, document adequate good faith efforts to do so (see 49 CFR § 26.53). All work committed to a DBE firm toward meeting the assigned participation goal must be performed under a written subcontract. The subcontract must fully describe any work committed to be performed by the DBE and shall include all required flow-down provisions of the primary Contract. Contractor must complete and submit the following documentation, as applicable:
1. **Subcontractor Solicitation and Utilization Report (SSUR)** – submitted with proposal in response to formal and informal Requests for Proposals (RFPs).
  2. **Breakdown of Costs (“BOC”) or (“BOC-NBR”), as applicable** - submitted prior to negotiation and execution of the Contract and each amendment that changes the scope of work and costs under the Contract. The BOC forms and BOC Requirements are available from the Internet at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx>. The BOC or BOC-NBR must clearly list any tasks or subtasks to be performed by subcontractors (DBEs and non-DBEs), each subcontractor’s Federal Tax ID and identification of any required personnel. Include in the Expense Detail tab any required equipment and supplies furnished by the DBE, any of the prime contractor’s resources that will be provided for the DBE’s use, and identification of any second or lower tier subcontractors with the dollar amounts for each.
  3. **Committed DBE Breakdown and Certification Form(s)-AE.** Required for all Contracts with assigned goals and completed prior to Contract execution and any proposed substitution. See submittal instructions on the Instructions tab of the form.

4. **Subcontractor Reporting:** Complete and submit an initial **Paid Summary Report** [form 734-2882] per the instructions on the form.
- e. **Good Faith Efforts:** Contractor shall make good faith efforts, as set forth in 49 CFR § 26.53, Appendix A to Part 26, and ODOT DBE Program Plan, to obtain and support DBE participation that could reasonably be expected to produce and maintain a level of DBE participation sufficient to meet the Contract goal. Good faith efforts are required during solicitation, upon Contract award, and continue throughout the performance of the Contract to maximize DBE participation. The Agency (or local agency when applicable) Project Manager (“APM”) may request Contractor to submit evidence of good faith efforts prior to Contract execution or at any time during the course of the Contract and Contractor shall promptly submit such evidence. Contractor shall use the specific DBEs listed in the Committed DBE Breakdown and Certification form(s) to perform the work and supply the materials for which each is listed unless the contractor obtains ODOT’s prior written consent to terminate and replace a DBE as provided in section j. below. Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBEs as required by this provision.
- f. **Commercially Useful Function (“CUF”):** Contractor is responsible to ensure the DBE performs a commercially useful function on the Contract. A DBE performs a CUF when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in 49CFR § 26.55. The APM will review the proposed DBE participation and may provide written comments as to whether the activities and type of work identified for DBEs complies with program regulations. In those instances where proposed activity and type of work violates applicable regulations, written comments will be offered as to corrective action required in order to comply with the regulations. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Changes in Work Committed to DBE:** ODOT will consider the impact on DBE participation in instances where the prime Contract is amended to reduce, or delete work committed to the DBE. In such instances, Contractor shall not be required to replace the work but is encouraged to do so to the maximum extent practicable.
- h. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance under its contract no later than 10 calendar days from receipt of each payment Contractor receives from ODOT (or local agency when applicable) for the subcontracted work. In addition, within 10 calendar days of receipt of retainage from ODOT (or local agency when applicable), Contractor shall pay to each subcontractor the retainage that pertains to the work of that subcontractor.
- i. **Reporting Requirements:** Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. Contractor shall complete and submit initial, interim and final Paid Summary Report(s) [form 734-2882] per the instructions included on the form.
- j. **Termination of DBE Notification Requirement:** Contractor shall comply with all requirements set forth in 49 CFR § 26.53 regarding termination of DBEs including, without limitation, documentation of good cause, 5-day notice to the DBE subcontractor and ODOT, DBE responses, ODOT’s prior written consent of DBE termination, and replacement of DBEs. ODOT will provide such written consent only if it agrees the prime contractor has good cause to terminate the DBE in accordance with 49 CFR 26.53(f)(3).
- k. **Remedies:** Contractor’s failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management (“SAM”) available at <https://sam.gov/SAM/>, any other remedies provided under the Contract.
- l. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). Questions related to the DBE Program may be sent via email to [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us) or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 3930 Fairview Industrial Drive SE (MS 23), Salem, OR 97302; Phone: 503-986-4350 Fax: 503-986-6382.
- m. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

**Related Web Sites:**

All forms, documents and CFR citations referenced or linked in these DBE Provisions are available on line at:

- **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idno=49>

#### **Acronyms & Definitions Applicable to Exhibit E**

|         |   |
|---------|---|
| APM     | ODOT's or local agency's Project Manager          |
| BOC     | Breakdown of Costs                                |
| BOC-NBR | Breakdown of Costs for Negotiated Billing Rates   |
| CFR     | Code of Federal Regulations                       |
| CUF     | Commercially useful function                      |
| DBE     | Disadvantaged Business Enterprise                 |
| OCR     | ODOT Office of Civil Rights                       |
| ODOT    | Oregon Dept. of Transportation                    |
| RFP     | Request for Proposals                             |
| SSUR    | Subcontractor Solicitation and Utilization Report |
| USDOT   | United States Department of Transportation        |

#### **COMMITTED DBE BREAKDOWN and CERTIFICATION FORM(S)**

The signed Committed DBE Breakdown and Certification Form(s) is not physically attached but incorporated into this Contract by this reference with the same force and effect as though fully set forth herein. A copy of the signed Committed DBE Breakdown and Certification Form(s) has been provided to the ODOT Office of Civil Rights (for tracking purposes) prior to Contract execution.

#### **EXHIBIT E.1 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS (No-Goal)**

The DBE program is administered by the ODOT Office of Civil Rights ("OCR"). As the Agency is entering into this Contract under authority granted by ODOT, the DBE Provisions apply the same as if ODOT were the contracting agency.

"Consultant" and "Contractor" are hereinafter referred to as "Contractor". **See section e for specific reporting requirements of Contractor.**

- a. **Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:
  - [ODOT DBE Policy Statement](#)
  - [ODOT DBE Program Plan](#), and
  - Requirements of [Title 49, Code of Federal Regulations, Part 26](#) - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

ODOT's DBE Program authorities are set forth in the ODOT DBE Program Plan.

- b. **DBE Goals:** ODOT's overall goal for DBE participation is 11.6% for FHWA funded Contracts and 6% (proposed) for FTA funded Contracts. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and

Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

**A DBE participation goal has not been established for this procurement.**

- c. **Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this USDOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- d. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment Consultant receives from ODOT (or local agency when applicable). In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed.
- e. **Reporting Requirements:** Contractor shall complete and submit initial, interim and final Paid Summary Reports [form 734-2882] per the instructions on the form. Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance.
- f. **Commercially Useful Function:** For Contracts with no DBE goal assigned, ODOT may count race-neutral DBE participation toward its overall goal, provided the DBE is performing a commercially useful function ("CUF") as set forth in 49CFR § 26.55. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in 49CFR § 26.55. ODOT may perform a CUF review at any time during the performance of the Contract.
- g. **Termination of DBE Notification Requirement:** Contractor must promptly notify ODOT whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work. See additional requirements of 49 CFR § 26.53(f) regarding termination of a DBE.
- h. **Remedies:** Contractor's failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management ("SAM") available at <https://sam.gov/SAM/>, any other remedies provided under the Contract.
- i. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights ("OCR"). Questions related to the DBE Program may be sent via email to [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us) or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 3930 Fairview Industrial Drive SE (MS 23), Salem, OR 97302; Phone: 503-986-4350 Fax: 503-986-6382.
- j. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

**Related Web Sites:**

All forms, documents and CFRs referenced or linked in these DBE Provisions are available on line at:

- o **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- o **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>

**49 CFR Part 26:** [https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idn\\_o=49](https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idn_o=49)

**Acronyms & Definitions Applicable to Exhibit E.1**

|       |   |
|-------|---|
| APM   | ODOT's or local agency's Project Manager          |
| CFR   | Code of Federal Regulations                       |
| CUF   | Commercially useful function                      |
| DBE   | Disadvantaged Business Enterprise                 |
| OCR   | ODOT Office of Civil Rights                       |
| ODOT  | Oregon Dept. of Transportation                    |
| RFP   | Request for Proposals                             |
| SSUR  | Subcontractor Solicitation and Utilization Report |
| USDOT | United States Department of Transportation        |

## EXHIBIT F - SPECIAL TERMS & CONDITIONS

Provisions in this Exhibit F are in addition to and do not supersede the terms and conditions set forth in the Contract.

## EXHIBIT G - RESERVED

## EXHIBIT H - RESERVED

## EXHIBIT I - ERRORS & OMISSIONS ("E&O") CLAIMS PROCESS

**Exhibit I** is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein. For purposes of this Contract, the term "Agency", as used in the E&O Claims Process, means "local public agency". The E&O Claims Process (as may be revised from time to time by ODOT) is available at the following Web address as Exhibit I:

<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/xbti.pdf>



EXHIBIT J - CONTACT INFORMATION and KEY PERSONS

1. Party Contact Information.

|   |  |
|---|--|
| a.1 *<br>Agency's<br>Project<br>Manager<br>(APM)<br>Name: |  |
| Ph:   |  |
| E-mail:   |  |

a.2 \*: Agency Contract Administrator for contractual matters:

|         |  |
|---------|--|
| Name:   |  |
| Ph:     |  |
| E-mail: |  |

a.3 Agency's address for invoicing:

|                     |  |
|---------------------|--|
| Mailing<br>Address: |  |
| E-mail:             |  |

b. \*\*Consultant's Project Manager (PM) for this Contract is:

|         |  |
|---------|--|
| Name:   |  |
| Ph:     |  |
| E-mail: |  |

c. Consultant's remit address for payments and contact for billings:

|          |  |
|----------|--|
| Name:    |  |
| Address: |  |
| Ph:      |  |
| E-mail:  |  |

\* Agency may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant.

\*\*Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency.

**2. Key Persons**

Consultant acknowledges and agrees that Agency selected Consultant, and is entering into the Contract because of the special qualifications of Consultant’s key personnel (“Key Persons” or “Key Personnel”), which may include specific staff agreed to during Contract negotiations. In particular, Agency, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

Each Key Person shall not delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract to another of Consultant’s or subconsultant’s personnel without first obtaining the written consent of Agency. Further, Consultant shall not re-assign or transfer any Key Person to other duties or positions such that the Key Person is no longer available to provide Agency with their expertise, experience, judgment, and personal attention according to any schedule established under the Contract without first obtaining Agency’s prior written consent to such re-assignment or transfer. Notification of request to change a Key Person shall be in writing (via e-mail or other form as may be required by Agency.) Throughout the term of the Contract, Consultant shall provide updated information (if requested by Agency) to demonstrate the continuing qualifications of any staff working on Agency projects, including those approved as Key Persons.

In particular, Agency, through the Contract is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

| Name | Role |
|------|------|
|      |      |
|      |      |
|      |      |
|      |      |
|      |      |

**3. Reassignment or Transfer of Key Person**

In the event Consultant requests that Agency approve a reassignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (e-mail acceptable) and shall be deemed to be a Key Person under the Contract.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by Agency and shall not be billed to Agency. This includes labor hours spent reviewing project documentation, participation in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.

It is impractical to determine the actual damages the Agency will sustain in the event Key Persons delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract or are reassigned or transferred without the prior written consent of the Agency. Should such event occur without the prior written consent of the Agency, then Consultant shall pay to the Agency, not as a penalty, but as liquidated damages:

\$300.00 per day if the Key Person affected is the Project Manager; or

\$150.00 per day if the Key Person affected is a Key Person other than the Project Manager.

Liquidated damages hereunder shall accrue for as long as the Key Person position remains unfilled or performance of the Key Person’s responsibilities are not delegated and performed by persons approved by the Agency to fill the Key Person position, with such approval not being unreasonably withheld by the Agency. Liquidated damages shall be billed or off-set from Consultant invoices as such liquidated damages are incurred.