



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
August 1, 2017
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Oath of Office – Commissioner David Meriwether
 - c. Committee Assignments (*Genevieve Scholl – Page 3*)
 2. Public Comment (5 minutes per person per subject; 30 minute limit)
 3. Consent Agenda
 - a. Approve Minutes of June 27, 2017 and July 18, 2017 Regular Sessions (*Jana Scoggins – Page 5*)
 - b. Approve Resolution 2016-17-8 Regarding Disadvantaged Business Enterprise Policy for FY 2018-2021 (*Anne Medenbach- Page 17*)
 4. Reports, Presentations and Discussion Items
 - a. E. Coli Testing on the Waterfront (Lorri Epstein, Columbia Riverkeeper)
 - b. FASTLane / INFRA Federal Discretionary Grant Program Update (*Genevieve Scholl – Page 57*)
 - c. Airport Update (*Anne Medenbach – Page 97*)
 5. Director’s Report (*Michael McElwee – Page 99*)
 6. Commissioner, Committee Reports
 - a. Airport Advisory Committee
 7. Action Items
 - a. Approve Lease with Columbia River Acupuncture for 482sf in Marina Park 1 Building (*Anne Medenbach – Page 103*)
 - b. Approve Contract with Daniel Larry Homer for Tenant Improvements at the Big 7 Building Not to Exceed \$12,000 (*Anne Medenbach – Page 115*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
 10. Possible Action
 11. 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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Commission Memo



Prepared by: Genevieve Scholl
Date: August 1, 2017
Re: Committee Assignments for FY 2017-18

Staff recommends the Commission consider committee assignments for both internal and organizational appointments for FY 17-18 during the August 1 meeting.

Appointments for FY 2016-17 were:

Internal Committees

- Airport Advisory: Two Commissioners (by Governance) - Duckwall, Streich
- Budget: All Commissioners (by statute)
- Finance: Secretary and Treasurer (by Governance)
- Personnel: President and Vice President (by Governance)
- Waterfront Recreation: One Commissioner (by Governance) – McBride
- Marina: One Commissioner (by Governance) - Shortt

Organizational Committees

- PNWA: President or designee and Executive Director or designee
- Urban Renewal: Streich, Davies
- MCEDD: Port appointment rotates every two years between Cascade Locks, The Dalles, and Hood River. The Port of Cascade Locks currently represents the Oregon ports.
- OneGorge: Informally organized, all Commissioners and staff welcome to participate.
- Region 1 Area Commission on Transportation (ACT): Ports and Cities rotate every 4 years. Port of Hood River position will begin in 2019.

RECOMMENDATION: Discussion.

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*Port of Hood River Commission
Meeting Minutes of June 27, 2017 Regular Session
Marina Center Boardroom
5:00 p.m.*

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

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl

Absent: None

Media: None

1. CALL TO ORDER: President Brian Shortt called the Regular Session meeting to order at 5:00 p.m.
Modifications, Additions to Agenda: McElwee requested that Consent Agenda items b, c, and d be moved to Action Items h, i, and j.

2. PUBLIC COMMENT: Bart Vervolet, Executive Director of the Columbia Gorge Windsurfing Association (CGWA) spoke to address two topics. First, he expressed his thanks to Commissioners Duckwall, Davies, and McBride for their service. Second, he reported that the Beach Bash event was successful and very busy, but CGWA did not use the Lot 1 lot for overflow parking as expected. He stated that he wasn't requested a refund of the fee, but rather requesting that amount of money be directed to repair of the picnic tables at the Event Site, or purchase of new tables. Bill Pullum of Electronics Assemblers (EA) spoke about his company's request to expand their leased square footage in the Big 7 Building from 11,000 sf to 20,000. He noted that EA currently has 41 employees and expects to grow to 50+ by mid-September. They distribute their products to 13 companies and since 2013, have experienced a 143% increase in annual revenue. Mr. Pullum explained they need more space for automated equipment. He thanked the Port for its flexibility as a landlord as the company has grown.

3. INTRODUCTION OF AUSTIN KEILLOR, SUMMER INTERN: Michael McElwee introduced summer intern Austin Keillor who is an Industrial Engineering student at OSU that will be working in three areas for the Port this summer: waterfront parking data collection and analysis; rehabilitation of lift span machinery; and real estate tasks.

3. CONSENT AGENDA: (Items A, E, and F only)

- a. Approve minutes of June 6, 2017 Regular Session; approve contract with Jack Lerner for IT services not to exceed \$44,500; approve accounts payable to Jaques Sharp in the amount of \$3,240.

Motion: Move to approve Consent Agenda.

Move: Davies; citing potential conflict of interest as Jaques Sharp is a client of his business.

Second: McBride.

Discussion: None

Vote: **Aye:** Unanimous.

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. Airport Public Meeting Report: Anne Medenbach provided a report of the first public meeting, held on June 22, called to address noise complaints resulting from increased operations at the airport. Medenbach reported that over 80 people attended the meeting, which was publicized via direct mail to every household within a 5 miles radius of the airport. The meeting began with a brief overview of airport operations and anticipated development in the next 5 years, provided by Port and TacAero staff. Public comment centered primarily on noise increases, safety concerns related to low-flying airplanes and Orchard Road pedestrian access. Medenbach said that the next meeting will focus on responding to these issues and educational presentations on FAA regulations affecting air traffic patterns, implementation of a "Fly Friendly" program for pilots, and will potentially feature a panel comprised of representatives from ODA, the pilots association, and others. General discussion followed.

b. Crystal Springs Water District (CSWD) Service Update: Anne Medenbach and President Shortt reported on their attendance at the CSWD board meeting June 15, which included significant public comment on the new rate increases. Medenbach reported that Port staff submitted four service applications for four 2" lines;

she and President Shortt discussed the Lower Mill development and timeline constraints. Medenbach reported that a result of the meeting was that if the service applications are approved in the future, they will be at the current rate. In addition, CSWD wants to wait on the response of the Wy'East Fire District Chief to the Port's application for an Industrial Land Use permit to the County before they schedule a work session focused on an IGA with the Port.

c. E-bike Policy and Concession Agreement Amendments: McElwee provided an update to staff's investigation of the feasibility of E-bike rentals by waterfront concessionaires as well as a staff recommendation for amendments to the Concession Agreement, should the Commission wish to implement such changes. He highlighted concerns about congestion, equity among concessionaires and other interested local businesses, impacts on the Waterfront Trail, liability and risk mitigation, and compatibility. He noted that an E-bike rental vendor is now operating at the Hood River Inn, with marketing material encouraging use of the Waterfront Trail. General board discussion of staff recommendation followed. **The Commission expressed significant concerns about safety, congestion, conflicting uses on the Waterfront Trail, risk and liability concerns. For these reasons, no action was taken.**

5. DIRECTOR'S REPORT: McElwee provided a detailed report highlighting the following: In the past week a toll collector's car was stolen from the toll plaza parking area, two trees were lost during the City's lift station project (4 trees will be planted), and significant staffing changes are underway. In the Marina, the GFCI trip threshold is holding. Kiteboarding launch/land ends at the Event Site today. Crestline is completing work on the Waterfront Trail east of the bridge. The bill restoring Recreational Immunity passed. Anne Medenbach reported on her work to identify off-airport wetland mitigation sites and noted the support of Congressman Walden's staff in FAA review of this requirement. She also reported on FAA, COAR grant funding timelines for the South Taxiway project and the related 30-day extension granted by Crestline. She reported that a glider tow plane crashed at the airport due to pilot error with no injuries reported. The FAA is investigating the incident. McElwee noted the Gorge Magazine article focused on the history of the bridge and provided an update on the progress of HB 2750 in the Oregon legislature. McElwee then led a point-by-point review of HB 2750, detailing the purpose and implications of several pieces of the pending legislation.

6. COMMISSIONER, COMMITTEE REPORTS: President Shortt reported on the PNWA summer conference, also attended by Anne Medenbach and Genevieve Scholl.

7. ACTION ITEMS:

h. Approve Addendum No. 1 to Lease with Electronics Assemblers: Medenbach requested consideration of this item out of order to accommodate Mr. Bill Pullum, in attendance.

Motion: Approve Addendum No. 1 to Lease with Electronics Assemblers.

Move: Duckwall

Second: Davies

Discussion: Legal counsel Jerry Jaques noted that the lease hadn't yet been reviewed. Streich asked why the single, 5-year renewal option was changed to two 2-year options. Medenbach replied that the change is meant to accommodate the company's fast pace of growth.

Restated Motion: Approve Addendum No. 1 to Lease with Electronics Assemblers, subject to legal counsel review.

Move: Duckwall

Second: Davies

Vote: **Aye:** Unanimous.

MOTION CARRIED

a. Approve Budget Transfer Resolution No. 2016-17-6 for the Fiscal Year 2016-17 Budget: Kowell explained that the budget transfer is an adjustment usually done at the end of the fiscal year to reflect changes that have occurred since the adoption of the original budget.

Motion: Approve Budget Transfer Resolution No. 2016-17-6 for the fiscal year 2016-17 budget.
Move: McBride
Second: Duckwall
Discussion: None.
Vote: **Aye:** Unanimous.
MOTION CARRIED

b. Approve Contract with Summit Strategies for Federal Advocacy Services Not to Exceed \$78,000:
 Scholl provided background historical information on the contract as well as the accompanying IGA with the County for federal advocacy. She noted the continuing effort to secure federal grant funding through FASTlane and now INFRA for bridge replacement.

Motion: Approve contract with Summit Strategies, LLC for federal advocacy services not to exceed \$78,000 plus reasonable reimbursable expenses, subject to legal counsel review.
Move: Duckwall
Second: McBride
Discussion: None.
Vote: **Aye:** Unanimous.
MOTION CARRIED

c. Approve Intergovernmental Agreement with Hood River County for Advocacy Services Performed by Summit Strategies: Scholl explained that the IGA provides for a \$1,500 per month contribution from the County for Summit’s advocacy, usually focused on forestry and water issues.

Motion: Approve Intergovernmental Agreement with Hood River County for advocacy services performed by Summit Strategies, LLC.
Move: Davies
Second: McBride, citing potential conflict of interest as he is currently serving as a County Commissioner.
Discussion: None.
Vote: **Aye:** Unanimous.
MOTION CARRIED

d. Approve Contract with Thorn Run Partners for State Advocacy Services Not to Exceed \$42,504:
 Scholl noted the exemplary work of Thorn Run this session on HB 2749 and HB 2750, both related to bridge replacement, both expected to pass. Ongoing work will focus on implementation of the new policies, expedited delivery of funding, and preparations for the 2018 session.

Motion: Approve contract with Thorn Run Partners for state advocacy services not to exceed \$42,504 plus reasonable reimbursable expenses, subject to legal review.
Move: McBride
Second: Duckwall
Discussion: None.
Vote: **Aye:** Unanimous.
MOTION CARRIED

e. Approve Amendment No. 1 to Master Contract and Amendment No. 2 to Task Order 1 with HDR Engineering for Bridge Engineering Services Not to Exceed \$35,000: McElwee explained that Amendment No. 1 to the Master Contract provides for on-call services for unexpected bridge evaluation needs and the annual update to the 30-year model and four year work plan. He noted that Task Order No. 1 provides HDR technical expertise to assist staff in assessing, analyzing, and designing potential repairs and projects associated with the bridge on an as-needed basis. Amendment No. 2 allows for continued availability of HDR for various known and unexpected tasks in FY 17/18.

Motion: Authorize Amendment No. 1 to the Master Contract with HDR Engineering, Inc. for bridge engineering services.
Move: McBride
Second: Duckwall
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

Motion: Approve Amendment No. 2 to Task Order 1 with HDR Engineering, Inc for bridge engineering services not to exceed \$35,000 plus reasonable reimbursable expenses.
Move: Davies
Second: McBride
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

f. Ratify Contract with Griffin Construction, LLC for ADA Upgrades to the DMV Building Not to Exceed \$31,426: Medenbach explained that the cost of this work will be reimbursed by the State of Oregon, and that work needed to commence before the end of the fiscal year.

Motion: Ratify contract with Griffin Construction, LLC for remodel work located at 600 E. Port Marina Way, not to exceed \$31,426.00.
Move: Duckwall
Second: Davies
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

g. Approve Resolution 2016-17-7 Regarding Disadvantaged Business Enterprise Policy: Medenbach explained that the policy is a requirement to receive federal funding via the FAA.

Motion: Approve Resolution 2016-17-7 adopting the Disadvantaged Business Enterprise goals for 2015-2017.
Move: Davies
Second: Duckwall
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

h. Approve Addendum No. 5 to Lease with Cloud Cap Technology at the Wasco Building: Medenbach explained that Cloud Cap is expanding and would like to occupy the space recently vacated by MCOGG.

Motion: Approve Addendum No. 5 to lease with Cloud Cap Technology Inc. at 205 Wasco Loop, subject to legal review.
Move: McBride
Second: Davies
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

i. Approve Addendum No. 3 to Lease with Cloud Cap Technology at the Helicopter Hangar: Medenbach explained that Cloud Cap requested the lease coincide with the Wasco Building lease, and that a rent rate increase is due to occur.

Motion: Approve Addendum No. 3 to lease with Cloud Cap Technology Inc. at Ken Jernstedt Airfield, subject to legal review.
Move: Duckwall
Second: Davies
Discussion: None.
Vote: Aye: Unanimous.
MOTION CARRIED

8. COMMISSION CALL: Duckwall commended McElwee’s service during his tenure, noting that public input and transparency increased under his direction. He stated that the Port is now a model for how a public entity should operate, with cooperation, understanding and appreciation. McBride thanked McElwee and senior staff for all their work and thanked his fellow commissioners for how much he has learned during his tenure. Davies expressed his appreciation for his experience and noted that he learned a lot and loved the experience. Streich stated that it had been a pleasure to serve with the retiring commissioners. Shortt stated that the success of any organization is directly related to the stability and communication of the board, and he commended the retiring commissioners for their service to the community. Jerry Jaques commented that he thought this was the best board he’d ever worked with.

9. EXECUTIVE SESSION: Regular Session was recessed at 7:26 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

10. POSSIBLE ACTION: None.

11. ADJOURN: The meeting was adjourned at 8:12 p.m.

Respectfully submitted,

Genevieve Scholl

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

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**Port of Hood River Commission
Meeting Minutes of July 18, 2017 Regular Session
Marina Center Boardroom
5:00 p.m.**

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

Present: Commissioners Hoby Streich, Ben Sheppard, John Everitt, Brian Shortt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, Steve Carlson and Jana Scoggins
Absent: David Meriwether
Media: Patrick Mulvihill, Hood River News

- 1. CALL TO ORDER:** President Shortt called the meeting to order at 5:30 p.m.
- a. Modifications, Additions to Agenda:** Michael McElwee requested that Consent Agenda item b be moved to Action Item g, and consent item a & d be removed from the agenda. Commissioner Shortt requested a change to record of e-bike discussion – approval of June 27, 2017 Meeting Minutes moved to August 1.
- b. Oath of Office:** Commissioners Ben Sheppard, David Meriwether and John Everitt were elected in May to four years terms beginning July 2017. Everitt and Sheppard were sworn in by Notary Public Jean Hadley. Meriwether will be sworn in the August 1 meeting.
- c. Election of Officers for 2017-2018**

Motion: Move to Appoint Hoby Streich as President
Move: Shortt
Second: Sheppard
Discussion: None
Vote: Aye: Everitt, Shortt, Sheppard, Streich
Absent: Meriwether

MOTION CARRIED

Motion: Move to Appoint Brian Shortt as Vice President
Move: Sheppard
Second: Shortt
Discussion: None
Vote: Aye: Everitt, Shortt, Sheppard, Streich
Absent: Meriwether

MOTION CARRIED

Motion: Move to Appoint John Everitt as Secretary
Move: Sheppard
Second: Shortt
Discussion: None
Vote: Aye: Everitt, Shortt, Sheppard, Streich
Absent: Meriwether

MOTION CARRIED

Motion: Move to Appoint Ben Sheppard as Treasurer
Move: Everitt
Second: Shortt
Discussion: None
Vote: Aye: Everitt, Shortt, Sheppard, Streich
Absent: Meriwether

MOTION CARRIED

d. New Employee Introduction – Jana Scoggins, Administrative Specialist: Michael McElwee introduced Jana Scoggins as the new Administrative Specialist who will provide administrative support to department managers in various areas of Port operations including Bridge, Airport, Waterfront Recreation, Development, Facilities, Special Projects, Agency Administration, as well as customer service related tasks. Ms. Scoggins will serve as Commission Liaison.

President Hoby Streich took the gavel at 5:45p.m., and thanked President Shortt for his service. Committee assignments were discussed and will be made by August 1, 2017.

2. PUBLIC COMMENT: Leah Lapierre, Marina Tenant, spoke regarding the relocation of the trash receptacle from inside of the gangway enclosure to the outside, and ongoing GFCL electrical system issues in the North C Dock. Steve Carlson, Waterfront Coordinator, informed Ms. Lapierre that Staff is working daily to overcome the electrical system complications. The trash receptacle was removed due to overflow issues, but Carlson agreed to move it back on experimental basis.

3. CONSENT AGENDA: (Items C, E and F)

- a. Approve of Reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2017-18
- b. Ratify Contract Amendment with Berger Abam for Planning Services Associated with Lot 1 Not to Exceed \$12,000.
- c. Approve Accounts Payable to Jaques Sharp in the Amount of \$8,255.

Motion: Move to approve Consent Agenda.

Move: Shortt

Second: Sheppard

Discussion: None

Vote: Aye: Unanimous

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. Right of Way Application for Vacation of Airport Drive: Anne Medenbach reported that the south side of the airport has a 60 foot right of way (ROW) for the County road. The 30-foot ROW extends north only into the airport. The building parking and operation area encroaches into the ROW. The Port would like to have the ROW vacated and take over the maintenance of the County Road which will allow legal vehicle parking, expansion of current and future buildings, future access to south side properties, and the increase in potential income stream. Medenbach also reported that, in the near future, TacAero is interested in the vacation as the company is building a hangar that abuts the ROW. Legal Counsel Jerry Jacques explained policies regarding a ROW vacation.

b. IGA with Crystal Springs Water District for Water Service at Lower Mill Redevelopment Site: Anne Medenbach listed completed projects at the Lower Mill industrial development site in Odell. She also addressed that to continue developing the Lower Mill site, the fire flow must increase. The Staff has been working with Crystal Springs Water District (CSWD) to address fire flow issues and have been negotiating with both CSWD and the fire department to establish new fire flow requirements for the construction. The Staff has completed specs and plans for the fire flow expansion project.

Port of Hood River and CSWD agreed to enter into an Intergovernmental Agreement (IGA) with a few changes, which are currently being reviewed and edited by legal counsel. If approved and executed, the agreement will allow a new reservoir construction and a main line extension from the Lower Mill to Davis Road. The Port will be required to provide a capital investment, not to exceed \$400,000, which will significantly reduce annual SDC Fees and improve system pressure. Commissioner Everitt inquired about building a water tower on site as an alternative. According to Medenbach, that is a more expensive option which would not guarantee the above stated benefits.

c. Peterson Brothers Lease Account Transferred to Collections: Fred Kowell informed the Commission that the Port Staff has been working with the Peterson Brothers since December 2016 in an effort to reduce their outstanding balance. This resulted in transferring their delinquent account (\$10,279.68) to Collections.

5. DIRECTOR'S REPORT: Michael McElwee welcomed new Commissioners John Everitt and Ben Sheppard, and commended Brian Shortt for his service as President. McElwee recognized the diligent work and reliable commitment of Melissa Child who has been with the Port for 21 years and retired in July. He also briefed the Commission on the upcoming work session with the Port of Cascade Locks Staff during which the group will discuss development issues relevant to their industrial park. McElwee expressed a gratitude to the Port's employees who maintained the facilities during the 4th of July celebration, and he introduced new Event Site Hosts Bonnie Lee Carlson and Mark Lee.

Additionally, McElwee provided a detailed report on the following subjects: the cause of the electrical issues at the North C Dock continues to be evaluated; summer intern Austin Keillor is collecting extensive data which are crucial to implementing the plan for paid parking; Crestline has completed all work associated with the concrete trail improvement project east of the bridge; the construction of the new sewer lift station has been temporarily paused due to un-located utility damage; Elk Crossing has rented three offices in the Maritime building; Locus Interactive vacated Suite 101 in the Marina Park 1 building; the project to improve ADA access at the DMV building is near completion; the next public meeting regarding noise complaints at the airport will be held on August 3rd at 6:00PM at WAAAM; HB 2750 was approved by the legislature as well as the \$5 million funding request for replacement of the bridge; Stafford Bandlow Engineers are preparing for the next lift span projects; the Staff is developing a schedule for broad communication of a toll increase; deck repair is expected to occur in late July; Lot 1 subdivision application has been submitted, grass runway sprinklers have been fixed;

6. COMMISSIONER, COMMITTEE REPORTS: President Streich welcomed new Commissioners and expressed gratitude to former President Shortt for his service at the Port of Hood River. Everitt commended that it was an honor to begin service to Port. Shortt encouraged new commissioners to speak up and ask questions as they transition to their new roles. Sheppard thanked the Staff for the orientation and stated he was excited to begin work.

7. ACTION ITEMS:

a. Authorize Intergovernmental Agreement with Hood River County for Windmaster Urban Renewal Funding. McElwee explained that the Windmaster Urban Renewal Funding would provide \$200,000 for utility construction associated with the Connect VI. Project.

the Port's 20% investment will be beneficial by bringing tax increment financing and accelerated debt elimination.

Motion: Authorize Inter-Governmental Agreement with Hood River County for Urban Renewal funding for the Ken Jernstedt Airfield North Ramp Project.

Move: Shortt

Second: Everitt

Discussion: None

Vote: Aye: Unanimous.

MOTION CARRIED

b. Approve FAA Grant Agreement in the Amount of \$1,323,501 for Improvements to the Airport.

Medenbach provided detailed information on the Ken Jernstedt Airfield South Taxiway Project. The project will accomplish key transportation, economic development and emergency response objectives.

Motion: Approve grant contract with the FAA for the South Taxiway & Apron Rehabilitation and Reconfiguration Project at the Ken Jernstedt Airfield in the amount of \$1,323,501.00, subject to legal counsel review.

Move: Everitt

Second: Sheppard

Discussion: None

Vote: Aye: Unanimous.

MOTION CARRIED

c. Approve Contract with Crestline Construction for Improvements to the Airport Not to Exceed \$1,457,836.75. Medenbach explained that Crestline Construction was the low bidder for the South Taxiway Rehabilitation and Reconfiguration Project. The contract execution and approval is contingent upon execution of the FAA grant contract. Medenbach explained the necessity of approving the contract as soon as possible to avoid losing the construction window. The Port’s match is 10%.

Motion: Approve contract with Crestline Construction Company LLC for South Taxiway rehabilitation and reconfiguration project at the Ken Jernstedt Airfield, not to exceed \$1,457,836.75, subject to execution of FAA grant contract and subject to legal counsel review.

Move: Shortt

Second: Everitt

Discussion: Commissioners expressed concern for airport closures. Staff confirmed that expected closures are to be short and sparse.

Vote: Aye: Unanimous.

MOTION CARRIED

d. Approve Task Order 1 of Personal Services Contract with P-Square for Tolling System Support Services Not to Exceed \$48,000. Kowell informed the Commission of the toll collection system upgrade would allow for multi-protocol transponders, a web portal and a more robust customer service application. A contract with P-Square Solutions, LLC will allow continued access to specialized expertise for quality control.

Motion: Approve Task Order 1 to Personal Services Agreement with P-Square for on-call tolling system support services not to exceed \$48,000.

Move: Sheppard

Second: Shortt

Discussion: None

Vote: Aye: Unanimous.

MOTION CARRIED

e. Approve Task Order No. 4 of Master Contract with Century West Engineering Corporation for Engineering Services at the Airport Not to Exceed \$134,051.61.

Medenbach explained that the Port received a revised and reduced cost for the project/construction management services and inspection for the South Taxiway and Apron Rehabilitation project in the amount of \$134,051.61. This covers an on-site inspector, meeting coordination and daily logs, paperwork and report filing, and FAA coordination.

- Motion:** Approve Task Order No.4 with Century West Engineering Corporation for engineering services at the Ken Jernstedt Airport, in an amount not to exceed \$134,051.61, subject to legal counsel review.
 - Move:** Shortt
 - Second:** Sheppard
 - Discussion:** None
 - Vote: Aye:** Unanimous.
- MOTION CARRIED**

f. Authorize Issuance of 6C Transponders Effective August 1, 2017 at a Cost of \$5, and Maintain Existing Policy of One Free Transponder per Household.

Kowell summarized the benefits of the upgraded toll collection system and the need for replacement of old Seago tags with the new 6C Transponders to fully take advantage of the new system.

- Motion:** Authorize the Staff to begin issuance of 6C transponders effective August 1, 2017 for a cost of \$5, and maintain the existing policy of one free tag per household.
 - Move:** Everitt
 - Second:** Shortt
 - Discussion:** None
 - Vote: Aye:** Unanimous.
- MOTION CARRIED**

g. Approve Reappointment of Columbia River Insurance as Insurance Agent of Record for FY 2017-18

- Motion:** Approve reappointment of Columbia River Insurance as Insurance Agent-of-Record for FY 2017-18.
 - Move:** Shortt
 - Second:** Sheppard
 - Discussion:** None
 - Vote: Aye:** Unanimous.
- MOTION CARRIED**

8. COMMISSION CALL: President Streich ended the meeting by congratulating new Commissioners, and commended the retiring Commissioners for their commitment and service to the public and the Port of Hood River.

9. EXECUTIVE SESSION: No Executive Session

10. ADJOURN:

- Motion:** Motion to adjourn the meeting.
 - Move:** Shortt
 - Second:** Everitt
 - Discussion:** None
 - Vote: Aye:** Unanimous.
- MOTION CARRIED**

The meeting was adjourned at 7:12 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
Date: August 1, 2017
Re: Disadvantaged Business Enterprise Program

As part of the Port's FAA grant obligations, we must have a Disadvantaged Business Enterprise (DBE) program in place to ensure that such businesses have equal opportunity to bid on federally funded projects. Recipients of FAA grant funds are required to adopt the program and the goals associated with it every three years.

Attached are the program and goals for fiscal years 2018-2020. The program remains unchanged from the 2017 program.

To demonstrate compliance, the Commission will need to approve the resolutions attached. The required public notice has already been posted and no comments have been received.

Legal counsel has reviewed the program and goals, and has conferred with Century West Engineering, who drafted and formulated them with the assistance of Port staff.

RECOMMENDATION: Approve Resolution 2017-18-1 adopting the Disadvantaged Business Enterprise goals for 2018-2020.

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PORT OF HOOD RIVER RESOLUTION No. 2017-18-1

RESOLUTION TO ADOPT 2018, 2019, and 2020 DISADVANTAGED BUSINESS ENTITY (“DBE”) PROGRAM

WHEREAS, the Port of Hood River (“Port”) owns and manages the Ken Jernstedt Airfield (“Airport”); and,

WHEREAS, the Port must comply with Department of Transportation DBE program requirements at 49 CFR 26 in order to receive federal funding for Federal Aviation Agency (“FAA”) financed projects; and

WHEREAS, the Port is currently seeking FAA funding for an Airport project;

THEREFORE IT IS RESOLVED THAT:

The Port hereby adopts the 2018 DBE Program prepared by Century West Engineering (“Port DBE Program”), ratifies staff actions previously taken to implement the Port DBE Program and directs staff to take additional actions for the implementation and administration of the Port DBE Program, including publishing notice on the Port’s website and submitting the program and compliance reports to the FAA by required timelines.

ADOPTED BY THE BOARD OF COMMISSIONERS on August 1, 2017

Hoby Streich, Commission President

Brian Shortt, Vice President

Ben Sheppard, Treasurer

John Everitt, Secretary

David Meriwether, Commissioner

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Ken Jernstedt Airfield FY 2018, 2019, 2020 DBE Program

Prepared for:



Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

Prepared by:



5331 SW Macadam Ave., Suite 207
Portland, Oregon 97239
Phone: (503) 419-2130

May 2017

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The *Port of Hood River*, owner of *Ken Jernstedt Airfield* has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The *Port of Hood River* has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the *Port of Hood River* has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the *Port of Hood River* to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Anne Medenbach, Port of Hood River Development and Property Manager has been delegated as the DBE Liaison Officer. In that capacity, *Anne Medenbach* is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the *Port of Hood River* in its financial assistance agreements with the Department of Transportation.

The *Port of Hood River* has disseminated this policy statement to the *Port of Hood River Commissioners* and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The distribution was accomplished by posting a link on the *Port of Hood River’s website*.

Michael McElwee, Port of Hood River Executive Director

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The *Port of Hood River* is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The *Port of Hood River* will use terms in this program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The *Port of Hood River* will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the *Port of Hood River* will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

We will report DBE participation to DOT/FAA as follows:

We will transmit to FAA annually on December 1, the “Uniform Report of DBE Awards or Commitments and Payments” form, found in Appendix B to this part. We will also report the DBE contractor firm information either on the FAA DBE Contractor’s Form or other similar format. We will begin using the revised Uniform Report of DBE Awards or Commitments and Payments for reporting FY 2015 reports due December 1, 2015.

Bidders List: 26.11(c)

The *Port of Hood River* will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

We will collect this information in the following ways: *Inclusion of a Bidder's List in the project bidding documents. A copy of the proposed list is included in Attachment 3.*

Section 26.13 Federal Financial Assistance Agreement

The *Port of Hood River* has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a) - Each financial assistance agreement the *Port of Hood River* signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The *Port of Hood River* shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The *Port of Hood River* shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The *Port of Hood River's* DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the *Port of Hood River* of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Contract Assurance: 26.13b –The *Port of Hood River* will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the 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 the *Port of Hood River* deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2)

Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The *Port of Hood River* is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. We are not eligible to receive DOT financial assistance unless DOT has approved our DBE program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been expended. We do not have to submit regular updates of our program, as long as we remain in compliance. However, we will submit significant changes in the program for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Anne Medenbach
Development and Property Manager
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-5116
amedenbach@portofhoodriver.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the *Port of Hood River* complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the *Port Commissioners* concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in **Attachment 2** to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of *Port Attorney and the Airport Engineer of record* to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the *Port of Hood River's* progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO\governing body on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
12. Plans and participates in DBE training seminars.
13. Acts as liaison to the Uniform Certification Process.
14. Provides outreach to DBEs and community organizations to advise them of opportunities.
15. Maintains the agency's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the *Port of Hood River* to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

An effort to identify DBE financial institutions is included in the goal calculation included in **Attachment 5**. No DBE financial institutions were identified in the Oregon State.

Section 26.29 Prompt Payment Mechanisms

Port of Hood River has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.

We will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. We will use one of the following methods to comply with this requirement:

Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

The *Port of Hood River* will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by *Port of Hood River*. When the *Port of Hood River* has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

The *Port of Hood River* will provide appropriate means to enforce the requirements of this section. These means include:

- Contract provisions included in bidding documents

The *Port of Hood River* will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the *Port of Hood River*. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the *Port of Hood River*. This clause applies to both DBE and non-DBE subcontractors.

The *Port of Hood River* has also established, as part of our DBE program, the following mechanisms to ensure prompt payment:

- Contract language, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid. A description of Prompt Payment is described in the Instructions to Bidders section of the Contract Documents.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the *Port of Hood River* or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE

subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Section 26.31 Directory

Port of Hood River uses the State of Oregon DBE directory, maintained by the State.

The directory lists the firm’s name, address, phone number, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The state UCP revises the Directory *daily*. We make the Directory available by listing the website where interested persons may access the Directory. The Directory may be found at in **Attachment 4**.

Section 26.33 Over-concentration

The *Port of Hood River* has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

Port of Hood River has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

Port of Hood River will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment 7** lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our DBE Program.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of

modification to the contract) is actually performed by the DBEs to which the work was committed.

4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by *subcontractor verification through onsite construction observation, review of letter of intent commitments submitted by the prime contractor, and requests of statement of final amounts paid to DBE subcontractors at project closeout.*
5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

Section 26.39 Fostering small business participation.

Port of Hood River has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

Port of Hood River small business element is incorporated as **Attachment 10** to this DBE Program. We will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

Port of Hood River does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

Port of Hood River will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the *Port of Hood River* will submit its Overall Three-year DBE Goal to FAA by August 1, as required by the established schedule below.

Airport Type	Region	Date Due (Goal Period)	Next Goal Due (Goal Period)
Non-Primary (GAs, Relievers and State DOTs)	New England, Northwest Mountain, & Southern	August 1, 2014 (2015/2016/2017)	August 1, 2017 (2018/2019/2020)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the *Port of Hood River* does not anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any of the years within the three-year reporting period, we will not develop an overall goal; however, this DBE Program will remain in effect and the *Port of Hood River* will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

(c) Step 1. The first step is to determine the relative availability of DBEs in the market area, “base figure”. We will use the *DBE Directories and Census Bureau Data* as a method to determine our base figure. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

If we use a bidders list, we will do the following: Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on your DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quotes by the number of all businesses to derive a base figure for the relative availability of DBEs in your market. When using this approach, we will establish a mechanism (documented in our goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on our DOT-assisted contracts.

Any methodology we choose will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in our market. We understand that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of this section (above), is not an acceptable alternative means of determining the availability of DBEs.

(d) Step 2. Once we have calculated a base figure, we will examine all of the evidence available in our jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at our overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

26.45 (g)(1) In establishing the overall goal, the *Port of Hood River* will provide for consultation and publication. This includes consultation with minority, women’s and

general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the *Port of Hood River* efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the *Port of Hood River's* goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. We will document in our goal submission the consultation process that we engaged in. Notwithstanding paragraph (f)(4) of this section, we will not implement our proposed goal until we have complied with this requirement.

In addition, the *Port of Hood River* will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1. The notice will be posted on our official internet web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on our official internet web site. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the *Port of Hood River* and DOT/FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. **The public comment period will not extend the August 1st deadline.**

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT.

Section 26.45 (e) - Project Goals

If permitted or required by the FAA Administrator we will express our overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project

goal pertains are separated from the base from which your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.45(f) - Prior Operating Administration Concurrent

The *Port of Hood River* understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration’s review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in **Attachment 5** to this program.

Section 26.47 Failure to meet overall goals.

The *Port of Hood River* will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the *Port of Hood River* awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;
- (3) The *Port of Hood River* will submit, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (c) (1) and (2) of this section to the FAA for approval.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

(a) The *Port of Hood River* will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.
- (2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
- (3) Providing technical assistance and other services;
- (4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
- (5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- (6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- (7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
- (8) Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in **Attachment 5** to this program.

Section 26.51(d-g) Contract Goals

The *Port of Hood River* will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under § 26.39.

If our approved projection under paragraph (c) of this section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of *the total amount of a DOT-assisted contract*.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

Anne Medenbach is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as *Responsive*.

We will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

In our solicitations for DOT/FAA-assisted contracts for which a contract goal has been established, we will require the following:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:
 - (i) The names and addresses of DBE firms that will participate in the contract;
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each DBE firm participating;
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - (vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) We will require that the bidder/offeror present the information required by paragraph (b)(2) of this section:

Under sealed bid procedures, as a matter of *responsiveness*, or with initial proposals, under contract negotiation procedures;

Administrative reconsideration (26.53(d))

Within 5 business days of being informed by the *Port of Hood River* that it is not *responsive* because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Michael McElwee
Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-5116

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedures in situations when there are contract goals (26.53(f)(g))

We will include in each prime contract a provision stating:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph 26.53(f); and

That, unless our consent is provided under this paragraph 26.53(f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

We will require the contractor that is awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without our prior written consent. This includes, but not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;

- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1,200 or applicable state law;
- (6) We have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE 5 days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The *Port of Hood River* will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that we established for the

procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

We will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that we deem appropriate if the prime contractor fails to comply with the requirements of this section.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of *Port of Hood River* to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **10.2 percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; and (5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor’s final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, we will not count the firm’s participation toward any DBE goals, except as provided for in 26.87(j).

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The *Port of Hood River* will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Carrie Hulse
Program Manager
Certification Office for Business Inclusion and Diversity (COBID)
(503) 986-0075
<http://www.oregon4biz.com/directory.php?d=1#cobid>

Our certification application forms and documentation requirements are found in **Attachment 8** to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The *Port of Hood River* is the member of a Unified Certification Program (UCP) administered by Oregon State. The UCP will meet all of the requirements of this section. *A copy of the application is included in Attachment 9.*

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

We will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The *Port of Hood River*, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If we violate this prohibition, we are in noncompliance with this part.

ATTACHMENTS

- Attachment 1 Regulations: 49 CFR Part 26 or website link
- Attachment 2 Organizational Chart
- Attachment 3 Bidder's List Collection Form
- Attachment 4 DBE Directory or link to DBE Directory
- Attachment 5 Overall Goal Calculations
- Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 DBE Certification Application Form
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

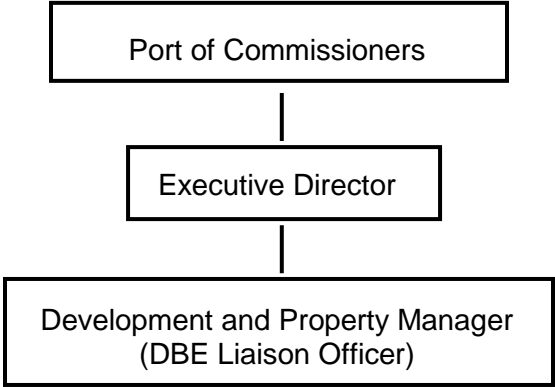
ATTACHMENT 1

Regulations: 49 CFR Part 26, or link to website

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

ATTACHMENT 2

Organizational Chart



ATTACHMENT 3
Bidder's List Collection Form

(SAMPLE BIDDERS LIST COLLECTION FORM)

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

ATTACHMENT 4

Oregon DBE Directory or web link to DBE directory

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>

ATTACHMENT 5

Section 26.45: Overall DBE Three-Year Goal Methodology

Name of Recipient: Port of Hood River, owner of Ken Jernstedt Airfield

Goal Period: FY-2018-2019-2020 – October 1, 2017 through September 30, 2020

DOT-assisted contract amount:	FY-2018	\$ <u>20,000</u>
	FY-2019	\$ <u>300,000</u>
	FY-2020	\$ <u>1,755,000</u>
	Total	\$ <u>2,075,000</u>

Overall Three-Year Goal: **10.2%**, to be accomplished through **0%** RC and **10.2%** RN
(Note: the goal may be reflected as (1) an average of the three years; (2) three year Median; or (3) weighted percentage)

Total dollar amount to be expended on DBE’s: **\$217,875**

Describe the Number and Type of Contracts that the airport anticipates awarding:

Contracts Fiscal Year #1

1. *Pavement Maintenance Plan (PMP) \$20,000*

Contracts Fiscal Year #2

1. *Expand Apron – Phase I Design \$225,000*
2. *North Side EA Reimbursement \$75,000*

Contracts Fiscal Year #3

1. *Expand Apron – Phase II Construction \$1,755,000*

Market Area: *The market area includes nearby counties where previous contractors had performed work at the Airport and nearby counties with available subcontractors were available to perform work including Hood River, Clackamas, Wasco, and Multnomah County*

Step 1. 26.45(c) Actual relative availability of DBE’s

The base figure for the relative availability was calculated as follows:

Fiscal Year #1 (2018)		Hood River County		Other Counties		Overall		
NAICS	Description	DBE Firms	All Firms	DBE Firms	All Firms	DBE Firms	All Firms	Base Figure
541330	Engineering Services	1	13	(M) 9 (C) 2 (W) 0	(M) 191 (C) 92 (W) 2	12	298	4.0%
237310	HWY, Street, and Bridge Construction	0	0	(M) 18 (C) 11 (W) 0	(M) 13 (C) 27 (W) 2	29	42	69.0%
Totals		1	13	40	327	41	340	12.0%
<i>(M) Multnomah County (W) Wasco County (C) Clackamas County</i>								
Fiscal Year #2 (2019)		Hood River County		Other Counties		Overall		
NAICS	Description	DBE Firms	All Firms	DBE Firms	All Firms	DBE Firms	All Firms	Base Figure
541330	Engineering Services	1	13	(M) 9 (C) 2 (W) 0	(M) 191 (C) 92 (W) 2	12	298	4.0%
Totals		1	13	11	285	12	298	4.0%
<i>(M) Multnomah County (W) Wasco County (C) Clackamas County</i>								
Fiscal Year #3 (2020)		Hood River County		Other Counties		Overall		
NAICS	Description	DBE Firms	All Firms	DBE Firms	All Firms	DBE Firms	All Firms	Base Figure
541330	Engineering Services	1	13	(M) 9 (C) 2 (W) 0	(M) 191 (C) 92 (W) 2	12	298	4.0%
237310	HWY, Street, and Bridge Construction	0	0	(M) 18 (C) 11 (W) 0	(M) 13 (C) 27 (W) 2	29	42	69.0%
238910	Site Preparation	0	7	(M) 16 (C) 10 (W) 0	(M) 41 (C) 75 (W) 3	26	126	20.6%
484220	Trucking	0	5	(M) 12 (C) 4 (W) 0	(M) 36 (C) 50 (W) 2	16	93	17.2%
541380	Materials Testing	0	2	(M) 3 (C) 0 (W) 0	(M) 21 (C) 13 (W) 0	3	36	8.3%
541370	Surveying and Mapping	0	5	(M) 4 (C) 2 (W) 0	(M) 18 (C) 13 (W) 0	6	36	16.6%
Totals		1	32	91	599	92	631	14.6%
<i>(M) Multnomah County (W) Wasco County (C) Clackamas County</i>								

Base figure = (14.6 + 12.0 + 4.0 = 30.6 / 3) = 10.2% of all firms ready, willing and able.

The data source or demonstrable evidence used to derive the numerator was:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=8351&TN=oregon4biz>

The data source or demonstrable evidence used to derive the denominator was:

<http://www.census.gov/econ/cbp/index.html>

Step 2. 26.45(d): Adjustments to Step 1 base figure.

The Airport is adopting its Step 1 base figure as its overall goal for this three-year goal period.

Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation. 26.51(b) (1-9)

The recipient will meet the maximum feasible portion of its overall goal by using RN means of facilitating DBE participation.

[Examples]

1. *Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;*
2. *Providing assistance in overcoming limitations such as inability to obtain bonding or financing;*
3. *Providing technical assistance and other services;*
4. *Carrying out information and communications programs on contracting procedures and specific contract opportunities;*
5. *Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBE’s and other small businesses;*
6. *Providing services to help DBE’s and other small businesses improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;*
7. *Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;*
8. *Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;*
9. *Assist DBE’s and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media; and*
10. *(Include other race neutral measures as appropriate)*

The recipient estimates that in meeting its overall goal **10.2%**, it will obtain **10.2%** from RN participation and **0%** through RC measures.

This breakout is based on:

*The Port of Hood River does not have a history of DBE participation or over-achievement of goals to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, we are applying the entire goal of **10.2 percent** to race-neutral participation.*

The *Port of Hood River* will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation (see Section 26.51(f)) and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal and DBE participation through a subcontract from a prime contractor that did not consider a firm’s DBE status in making the award.

PUBLIC PARTICIPATION

Consultation: Section 26.45(g)(1).

The Port of Hood River submits its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

In establishing the overall goal, *Port of Hood River* provided for consultation and publication. This included consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the *Port of Hood River's* efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the *Port of Hood River's* goal setting process, and it occurred before we were required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. Notwithstanding paragraph (f)(4) of this section, we will not implement our proposed goal until we have complied with this requirement.

The *Port of Hood River* submits its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

Before establishing the overall goal, the *Port of Hood River* consulted with the Oregon Association of Minority Entrepreneurs, Oregon-Columbia Chapter of the Associated General Contractors, and Oregon Department of Transportation (DOT), without limiting consultation to these persons or groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the *Port of Hood River's* efforts to establish a level playing field for the participation of DBEs

Following the consultation, we published a notice in the ***Hood River News*** of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the airport administration building for 30 days following the date of the notice, and informing the public that the *Port of Hood River* and DOT will accept comments on the goals for 30 days from the date of the notice

The 30-day Public Notice was published on July 22, 2017 ending August 21, 2017.

On May 25, 2017, the Port of Hood River reached out to Maria Ellis of Biz Oregon to discuss the consultation process. Maria connected the Port with Kari Holtz who provided the Oregon State DBE Business Certification List. No comments were received from Kari Holtz or Biz Oregon on the DBE Plan.

On May 25, 2017, the Port called Oregon Department of Transportation (ODOT) to discuss the DBE Plan, they did not provide any comments.

On May 31, 2017, the Port called associated General Contractors and spoke with Carla. Carla had no input or comments on the DBE Plan. She suggested the Port contact the Oregon Association of Minority Entrepreneurs (OAME) and NAMC Oregon next. Following this call, the Port called Jorge Guerra with OAME and left a detailed message of the DBE plan with a request for comments. No comments were received.

PUBLIC NOTICE

The *Port of Hood River* hereby announces its fiscal years 2018, 2019, and 2020 goal of **10.2%** for Disadvantaged Business Enterprise (DBE) airport construction Contracts. The proposed goals and rationale is available for inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday at *Port of Hood River Office, 1000 E. Port Marina Drive, Hood River, OR 97031* for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Anne Medenbach
Development and Property Manager
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-5116
amedenbach@portofhoodriver.com

AND

Federal Aviation Administration Western Pacific Regional Office
Office of Civil Rights Staff
Dolores Leyva
P.O. Box 92007, AWP-9
Los Angeles, CA 90009-2007

Contract Goals

The *Port of Hood River* will use contract goals to meet any portion of the overall goal that the recipient does not project being able to meet using RN means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the recipient's overall goal that is not projected to be met through the use of RN means.

The *Port of Hood River* will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By: _____

Date: _____

(Signature)

(Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Submit this page for each DBE subcontractor.

ATTACHMENT 7**DBE Monitoring and Enforcement Mechanisms**

The *Port of Hood River* has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to *Oregon State Codes*;

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 8
DBE Certification Application Form
(New form October 2, 2014)

<https://www.transportation.gov/sites/dot.gov/files/docs/New%20DBE%20Certification%20Application%2011-18-2014.pdf>

ATTACHMENT 9
State's UCP Agreement

<http://www.oregon4biz.com/How-We-Can-Help/COBID/DBE/>

ATTACHMENT 10

Small Business Element

1. Objective/Strategies

The Port of Hood River adheres to the following objectives and strategies:

- (1) Establishing a race-neutral small business set-aside for prime contracts under a stated amount (\$1 million).
- (2) In multi-year design-build contracts or other large contracts requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- (3) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- (4) Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
- (5) To meet the portion of your overall goal you project to meet through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

2. Definition of Small Business

For purposes of this program, “small business” or “small business concern” will be defined as set forth in 49 CFR 26.5, which as of March 2012 is:

“... a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 26.65(b).”

3. Verification

The Port of Hood River will diligently attempt to minimize fraud and abuse in the Small Business Element of its DBE program by verifying program eligibility of firms.

4. Monitoring/Record Keeping

The Port of Hood River will maintain and monitor the records for the Small Business Element and be able to provide those records if requested.

5. Implementation Timeline

Implementation will occur within 6 months of FAA's approval.

6. Assurance

The Port of Hood River will provide the following assurances:

1. assurance that the program is authorized under state law;
2. assurance that certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
3. assurance that there are no geographic preferences or limitations imposed on any federally assisted procurement included in the program;

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Commission Memo



Prepared by: Genevieve Scholl
Date: August 1, 2017
Re: Federal Discretionary Transportation
Funding Update

The 2015 Fixing America's Surface Transportation Act, for "FAST Act" authorized \$3.6 billion in federal discretionary funding over five years to provide financial assistance, competitive grants, or credit assistance to nationally and regionally significant freight and highway projects that align with program goals. The competitive grant program was called FASTLane and had two major categories based on project size. Projects over \$100 million (Large Projects) have a minimum grant award of \$25 million, and projects under \$100 million (Small Projects) could apply for as little as \$5 million. Both required a minimum 40% local match. To be eligible for Large Project funding, a project must be 18 months from construction by the date of obligation. In the next round, the latest that date for obligation would be September 30, 2020 for FY 2107 funds, and September 30, 2021 for FY 2018 funds.

In December of 2016, the Port submitted an application for \$5,050,080 with a pledged match of \$3,366,720 to fund the final pre-construction steps required for bridge replacement. This was prior to the 2017 legislative session in Oregon, during which the Port was able to secure authorization of \$5 million within the state transportation funding package to support the same pre-development work. These state funds could, *if* our FASTLane application is approved and the timelines for distribution align, provide some or all of the required local match for the grant; or could fund further steps toward construction-ready status; or could eliminate the need for federal funding for this phase. USDOT has announced that it will award about \$80 million to rural, small grant applicants under the FASTLane criteria, with a recommended list submitted to congress "soon." The Project Narrative portion of our pending application is attached to provide background.

That application is still pending approval by USDOT, but no date of award notification has yet been set. Meanwhile, the new administration has issued a new Notice of Funding Opportunity (NOFO) for a re-worked competitive grant program called Infrastructure for Rebuilding America, or "INFRA." INFRA will replace FASTLane, and the NOFO has a November 2 deadline for new applications for FY 2018 funding *and* resubmittals of FY 2017 FASTLane applications. Applicants who wish to resubmit their previous application can do so with either a totally reworked application, or a simple appendix that describes how the project is competitive under the new INFRA criteria.

Project eligibility and technical review appear to remain largely unchanged from FASTLane. There is, however, a new and very strong emphasis on leveraging federal funding with local and private investments. As the Commission considered the best pathway forward, several

funding scenarios should be evaluated to determine the feasibility of such a combined approach, as currently, many of the constraints imposed by federal funding involvement are potential barriers to private investment. In essence, the INFRA program criteria that seek to encourage private investment as leverage to federal dollars could actually reveal some practical challenges to project delivery.

The INFRA NOFO is attached. Staff will provide a summary of the program changes, and how competitive the bridge replacement project would likely be under each of the new criteria.

RECOMMENDATION: Informational.

Hood River Interstate Bridge Replacement Pre-Construction Phase 1 (B)



2017 FASTLANE II Grant Application

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Project Narrative

PROJECT DESCRIPTION

The Port of Hood River seeks \$5.05 million in NSFHP (“FASTLANE”) grant funding to complete pre-construction planning and project development activities associated with the construction of a new interstate bridge in the Columbia River Gorge National Scenic Area. This final phase of pre-construction activities will include a Final Environmental Impact Statement (FEIS), preliminary engineering for construction of a new, replacement bridge and needed right-of-way acquisitions. Local match for this project will be \$3.366 million (40%). Previously incurred project costs total \$1.761 million since 1999. Future eligible project costs (for construction phase activities to completion) is expected to be \$308.5 million.



In this view looking downstream of the Columbia River federal waterway, a typical barge tow navigates the narrow span of the Hood River Interstate Bridge.

This FASTLANE request will fund the following components of pre-construction Phase 1(B) activities:

1.	Final Environmental Impact Statement	- \$3,438,000
2.	Preliminary Engineering (30%)	- \$1,740,000
3.	Right of Way Acquisitions	- \$ 120,000
4.	Project Administration/Legal/Contingency	- <u>\$3,118,800</u>
	Total Project Cost	- \$8,416,800
	NSFHP Request	- \$5,050,080
	Applicant Match	- \$3,366,720 (40%)

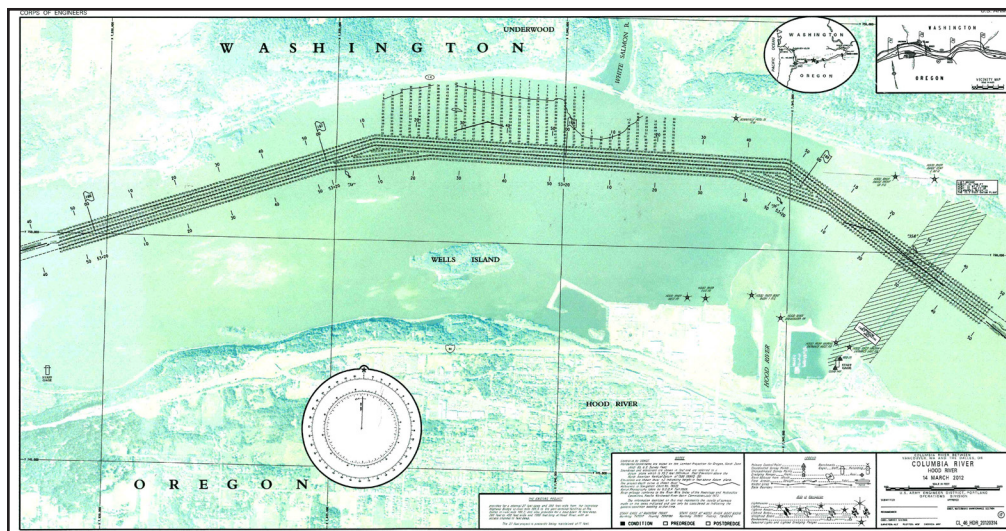
REGIONALLY AND NATIONALLY SIGNIFICANT / IMPROVES NHS

The Hood River Interstate Bridge Replacement Project is regionally and nationally significant because the bridge provides one of only three Columbia River crossings in the **Columbia River Gorge National Scenic Area (NSA)**. The Columbia River Gorge NSA encompasses an 85-mile stretch of the Columbia River in Oregon and Washington. The region is served by **two east-west National Highway System (NHS) corridors: Interstate-84 in Oregon and SR-14 in Washington**. The two highways and 28 communities along the river are connected by three bridges, each located more than 20 miles apart, with the Hood River Bridge situated centrally. This project will significantly improve performance of the NHS system by completing the pre-construction work associated with replacing the Hood River Interstate Bridge. Annually, 4 million vehicles cross the bridge and there has been more than 3.5% annual traffic growth in recent years¹. The current bridge spans an **Inland Federal Waterway** and constrains this important federal navigation channel. Over 9 million tons of commercial cargo traveled under the bridge in 2012, representing at least 30% of the total cargo barged for import/export on the inland navigation route from Portland/Vancouver to Lewiston, Idaho².

PROJECT NEED

The 92 year old steel truss bridge is structurally deficient, functionally obsolete with sufficiency rating of 49.8, and is nearing the end of its serviceable life. The potential failure or closure of the bridge would “...have severe social and economic impacts on the interdependent, bi-state communities” of the Columbia River Gorge National Scenic Area, as stated in the Summary to the Draft EIS of the SR-35 Columbia River Crossing Study completed in 2003⁴.

The current bridge’s 246 foot navigational channel under the lift span is poorly aligned, insufficient and dangerous for the commercial cargo barges navigating the federal inland waterway. The current bridge presents one of the most challenging navigational passages on the inland Columbia/Snake River System for barge operators. Only one vessel can navigate the bridge span at a time. Meanwhile, barge traffic on the lower Columbia River continues to grow with barge operators annually hauling more than 3 million tons of wheat and barley, and millions of barrels of petroleum products, logs and wood chips.



This illustration shows the narrow navigational channel approaching and through the bridge.

EMERGENCY RESPONSE

Weather related closures of Interstate 84 near Hood River occur on average twice a year. Rock slides and landslides have caused significant closures in recent years as well. When these closures occur, the bridge becomes essentially part of the Interstate highway, accommodating detoured freeway traffic in both directions. During the June 3, 2016 oil train derailment in nearby Mosier, Oregon that resulted in a fire and a 12-hour full closure of Interstate 84 at Exit 64 in Hood River, the bridge accommodated detoured freeway traffic in both directions for nearly 12 hours. The narrow, shoulder-less travel lanes on the bridge created a choke point that backed up traffic for miles in all directions on both sides of the river (as far away as Cascade Locks on the Oregon side and Dallesport on the Washington side) as large trucks and emergency response vehicles had to carefully negotiate their crossings, coming within inches of each other³. For a first-person account of the bridge crossing difficulty for emergency responders, please see the YouTube video posted at <https://www.youtube.com/watch?v=iYLugyWEI4w>.



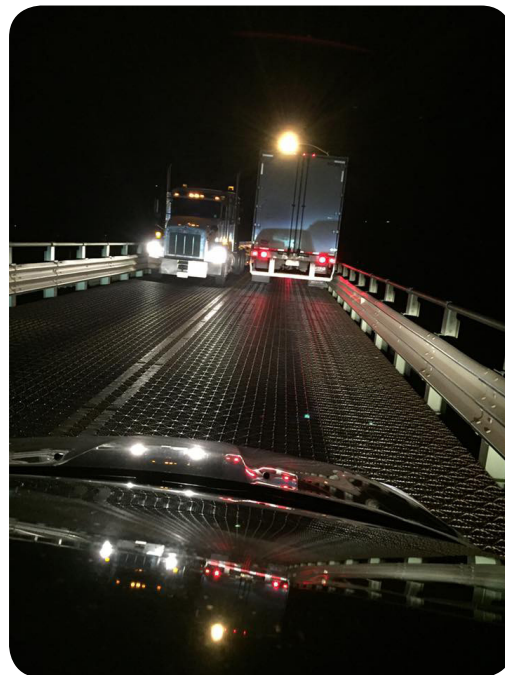
View to the smoke of the oil train fire through the Bridge lift span. Photo credit: Oregon Public Broadcasting



Detoured traffic on the Bridge. Photo credit: Hood River News



Large trucks, busses, and passenger vehicles crossing within inches of each other.



The truck on the right scrapes the guardrail while negotiating a crossing with another truck approaching.



The Bridge carried detoured freeway traffic for nearly 12 hours.

PROJECT PURPOSE

The purpose of the project is to improve safety, seismic resiliency, alleviate congestion, improve river navigation, and provide a new multi-modal transportation link across the Columbia River between the Bingen and White Salmon, Washington and Hood River, Oregon communities. The overall need for the project is to rectify current and future transportation inadequacies and deficiencies associated with the existing Hood River/White Salmon Interstate Bridge. Specific needs addressed by the project are related to capacity, system linkage, transportation demand, social demands, economic development, modal interrelationships, navigational conflicts, safety, and existing bridge, bridge roadway, and navigational deficiencies.

Planning for bridge replacement has been underway since 1999 with scoping for a bridge replacement feasibility study conducted by lead agencies Southwest Washington Regional Transportation Council (RTC), the Oregon Department of Transportation (ODOT), and the Washington State Department of Transportation (WSDOT). This effort culminated in a NEPA scoping phase led by the Federal Highway Administration (FHWA); a completed feasibility study and draft Environmental Impact Study (DEIS) including a Record of Decision in 2003⁴; and a Type, Size and Location Study (TS&L) in 2011⁵. This portion of the pre-construction planning process will be referred to as Phase 1(A) in this application⁶.

The Port of Hood River has owned and operated the bridge since December 12, 1950. Over the last decade, despite the broadly accepted need to replace the bridge with a multi-modal transportation facility, the Port has needed to invest over \$24 million to keep the bridge open and operational. The Port now seeks FASTLANE grant funding for completion of the Final EIS, preliminary engineering for construction of a new, replacement bridge, and needed right-of-way acquisitions. This portion of the pre-construction process will be referred to as Phase 1(B) in this application. Construction activities, including SR-14 and I-84 intersection improvements will be referred to as Phase 2.

PROJECT GOALS

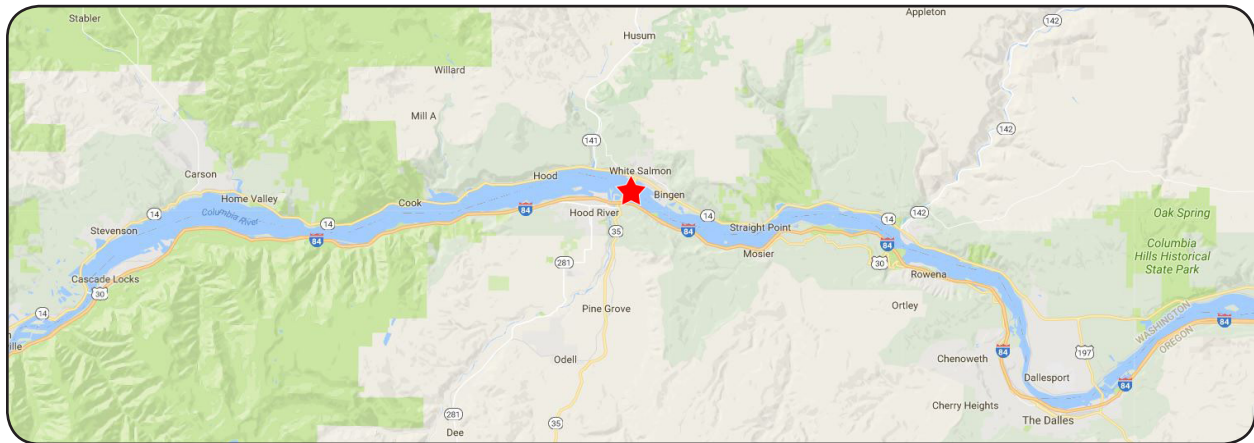
By completing the pre-construction phases of the project and securing needed right-of-way for the new bridge, this project will successfully address the project needs first stated in the 2004 SR-35 Columbia River Crossing Feasibility Study Final Report to *“rectify current and future transportation inadequacies and deficiencies associated with the current Hood River Bridge:*

- *Alleviate current and future congestion at the bridge termini, on the bridge itself and the access road to and from the bridge (SR-35), and congestion related to diverted traffic due to severe weather conditions or incidents on Mount Hood, I-84, or SR-14;*
- *Provide a cross-river linkage to the transportation system;*
- *Accommodating the increase in cross-river demand while also providing for bicycle and pedestrian travel across the Columbia River; [...]*
- *Satisfy social demands and economic needs for cross-river flow of goods and people;*
- *Accommodate river navigation by providing a horizontal clearance which meets current standards while also providing intermodal and multimodal connections across the river; and*
- *Addressing and improving upon safety and current substandard design of the current bridge.”*

Project Location

The Hood River Interstate Bridge is a critical freight and commuter link in the heart of the Columbia River Gorge National Scenic Area, spanning the federal waterway at river mile 169 between Oregon and Washington. The Oregon landing is located at GPS coordinates 45.713223,-121.500499.

The 4,418 foot long bridge connects the rural communities of White Salmon and Bingen, Washington with Hood River, Oregon serving as an essential link to the local communities, the region, and interstate movement of freight, commuters, and visitors. The preliminary preferred alternative selected during the Phase 1(A) Draft EIS sited the new bridge directly west of the current bridge, with approaches at or just west of their current location.

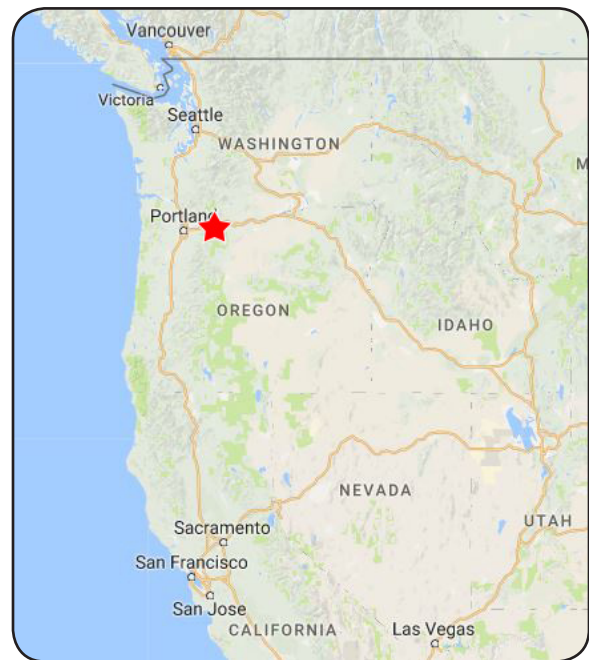


The Hood River/White Salmon Interstate Bridge provides the only connection between Interstate 84 and Washington SR 14 for over forty miles between Cascade Locks and The Dalles. Other important routes connected by the bridge are Oregon Hwy 35 and 30 and Washington SR 141, as well as the soon to be completed Historic Columbia River Highway State Trail.

The project is located in Oregon Congressional District 2 and Washington Congressional District 3.

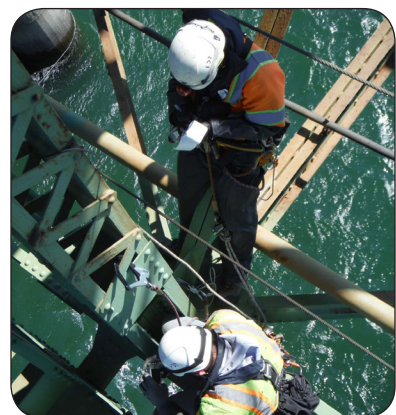
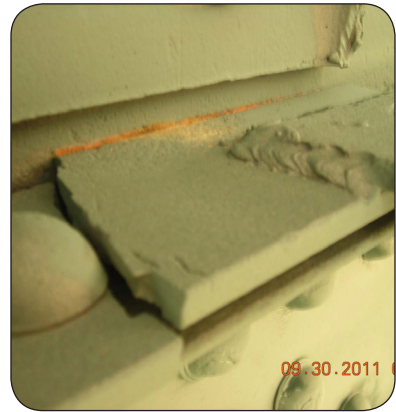
CURRENT CONDITIONS

Originally built in 1924 and extensively renovated in 1938 and 1950, the steel deck bridge is structurally deficient for vehicle freight crossings, having only two very narrow (9' 4.75" wide), shoulder-less lanes. The bridge is weight restricted to 80,000 lbs. The bridge structure is also insufficient for the marine barge tow freight navigating the mere 246 feet horizontal span on this important inland waterway for U.S. wheat, soy, wood products and mineral bulk exports. The bridge is not seismically



retrofit, is functionally obsolete and weight and dimensionally restricted for large trucks. Yet, it still remains a primary freight route on the National Highway System and the Critical Rural Freight Network. The Bridge carries natural gas, fiber, and electric utilities across the Columbia River.

Over the past 20 years, the Port has invested over \$24 million in repairs and capital upgrades, including a Phase One Seismic Retrofit and span strengthening, approach widening, bridge redecking, lower (fracture critical) chord painting, pier concrete assessments, toll system upgrades, and extensive deck welding. A pictorial sample of this work appears below.



The Bridge has no bicycle/pedestrian facilities and cannot support the addition of such facilities. This is particularly problematic since it prohibits bicycle commuting between Washington and Oregon and also fails to serve the recreational interests of cyclists and pedestrians drawn to the NSA. The Draft EIS completed in 2003 estimated the current bridge's serviceable life to be approximately 30 years. Residents and commuters who live in economically disadvantaged Klickitat County, Washington that work, shop, and receive services in Oregon are concerned about the safety and service life of the bridge. The nearest alternate crossings of the Columbia River are located more than 20 miles away in each direction to the east and west.



Project Parties

PHASE 1(B) PROJECT PARTIES

By completing the pre-construction phases of the project and securing needed rights-of-way for the new bridge, this project will build upon the work completed by the Port and partner Oregon and Washington agencies to rectify current and future transportation inadequacies and deficiencies associated with the current bridge.

The proposed Phase 1(B) activities will be led by the Port of Hood River but will include participation from all entities involved in the Phase 1(A) listed below. In addition, the Port intends to invite private sector stakeholders such as agriculture and wood product businesses and organizations, vehicle and marine freight companies, and regional aviation technology and other manufacturing companies to participate on the Local Advisory Committee.

Renewed outreach to tribal representatives including direct in-person meetings with each of the four treaty tribes (Yakama Nation, Confederated Tribes of Warm Springs, Confederated Tribes of the Umatilla Reservation, and the Nez Perce Tribes) will also be a major element in the public outreach process for Phase 1(B), especially in collecting needed commentary on the established Area of Potential Effects (APE) in the FEIS.

REGIONAL PARTNERS & PLANNING ALREADY COMPLETE

A multi-jurisdictional effort has been underway since 1999 for the long term replacement of the existing bridge. This planning effort began with scoping for a bridge replacement feasibility study conducted by lead agencies Southwest Washington Regional Transportation Council (RTC), the Oregon Department of Transportation (ODOT), and the Washington State Department of Transportation (WSDOT). This effort culminated in a NEPA scoping phase led by the Federal Highway Administration (FHWA); a completed feasibility study and draft Environmental Impact Study (DEIS) including a Record of Decision in 2003; and a Type, Size and Location Study (TS&L) in 2012. This multi-year study effort included the involvement of local counties, cities, ports, Gorge Commission,

businesses and citizens as participants on a Local Advisory Committee⁶.

Since then, the FEIS for replacement of the Hood River Interstate Bridge has been identified as the #1 priority in the 2016 Comprehensive Economic Development Strategy (CEDS)⁷ of the Mid-Columbia Economic Development District, which states:

“Matching funding to support completion of an Environmental Impact Statement for a new Hood River White Salmon Interstate Bridge [...] is a vital step in the process of securing a replacement bridge, a critical transportation facility in the mid-Columbia Region.”

The 2014 Regional Transportation Plan for Klickitat County, Washington⁸ also ranks the FEIS and design for the bridge replacement project as a #1 priority.

Hood River County’s Zoning Ordinance Article 75 (National Scenic Area Ordinance) anticipates the bridge replacement project, with recommendations on the Visual Quality, Historic Design Elements, and recommendations for Recreation and Pedestrian/Bicycle Access for the new bridge. The bridge replacement project is included in the County’s next update to the Transportation Safety Plan (TSP), as well as that of the City of Hood River. The need for the bridge replacement is also expected to be included in the next comprehensive plan update for Klickitat County and City of White Salmon.

AFFECTED COMMUNITIES

Both Klickitat County in Washington and Hood River County in Oregon are rural areas with 2015 populations of 21,026 and 23,137 respectively. The cities of Bingen and White Salmon together comprise a local population of 3,064 and the City of Hood River has 7,624 residents. Together, these communities constitute a single bi-state community and the economic well-being of this region is dependent on the Bridge. The entire Columbia River Gorge region is home to more than 82,000 residents commuting across state and county lines for employment, creating a truly bi-state regional economy. The Columbia River Gorge National Scenic Area is a national treasure, and host to over 2 million visitors each year.

COMMUTERS: NO VIABLE ALTERNATE ROUTE TO WORK

The Hood River/White Salmon area is truly a single, bi-state community with the bridge providing a critical route to work and services for residents on both sides of the river. In 2014 there were 12,444 jobs in Hood River County. Of those jobs, 5,435 were held by workers who lived outside of the County. Nearly six percent (736 jobs) of Hood River County’s jobs were held by residents of Klickitat County (White Salmon, Bingen primarily) and 2.5% (315 jobs) were held by Skamania County residents (Stevenson, North Bonneville primarily)⁹. Alternate routes across the river would require an additional 45-60 minutes drive time, as the nearest alternate crossings of the Columbia are more than 20 miles away in each direction. Thus, the bridges of the Gorge, especially the Hood River/White Salmon Interstate Bridge, provide essential routes to work, school, health care, and other services for working families throughout the region.

KEY INDUSTRY SECTORS

Key industry clusters in the region include agricultural production worth over \$300 million annually; high tech/advanced manufacturing focused on unmanned aerial vehicles (UAV) generating over \$450 million in annual revenue with 1200 employees in both states; value added ag/food production clustered around wineries, breweries, and distilleries; and tourism recognizing the region as an international destination for outdoor recreation in all seasons. Beyond workforce commuting, the value of freight crossing the Hood River Interstate Bridge is estimated to be \$75 million, not including high-value UAV components¹⁰.

Studies conducted by Parsons Brinckerhoff and HNTB on the Hood River Interstate Bridge conclude that cumulative spending to maintain the bridge in its current deficient, constrained/limited access condition could grow to \$30 million over the next 25 years. The Summary of the Draft EIS describes the impact of bridge closure if the current bridge reaches the end of its serviceable life and has to be closed to all vehicular traffic:

“This closure would have severe social and economic impacts on the interdependent, bi-state communities. In particular, Bingen, White Salmon and nearby rural areas would lose their direct connect to I-84. Residents and business-related traffic would need to travel 20 miles east or west before being able to cross the Columbia River at The Dalles or Cascade Locks. This severed direct connection could be detrimental to the long-term economic development of the Washington communities as well as an adverse effect to Hood River businesses and service providers that depend on the workforce and client base that Washington residents supply.”^{4,10}

AFFECTED INDUSTRY SECTORS:

MANUFACTURING, AGRICULTURE, FORESTRY, TOURISM

Bingen, Washington is the home of Insitu, an independent subsidiary of Boeing and one of the largest manufacturers of unmanned aerial vehicles (UAVs) in the United States. The Bridge is a critical shipping route for Insitu UAVs, components, and parts, but even more important as a commuter link for the company’s more than 1000 employees who live and work on both sides of the river.



Photo credit: Insitu

The Hood River Valley is a world leader in production of Anjou pears and other winter pear varieties. Together, Oregon and Washington produce 84% of the nation’s fresh pear crop. According to the Columbia Gorge Fruit Growers Association, over 225,000 tons of apples, pears, and cherries are annually produced in the Mid-Columbia area. The current bridge is structurally deficient for vehicle freight crossings, with only two very narrow (9’ 4.75” wide), shoulder-less lanes. The preliminary preferred alternative calls for a roadway consisting of two 12-foot travel lanes, two 8-foot shoulders, and one 16-foot pedestrian/bike facility on one side.

The Bridge has no bicycle/pedestrian facilities and cannot support the addition of such facilities. This is particularly problematic since it prohibits cycle commuting between Washington and Oregon and also fails to serve the recreational interests of cyclists and pedestrians drawn to the NSA.

Since 1986, Oregon DOT has invested over \$73 million in federal and state funding to redevelop the Historic Columbia River Gorge Highway- \$56 million of that on the HCRH Bicycle and Pedestrian facility. 63 of the original 73 miles of the Historic Columbia River Highway are now open to travel either by motor vehicle (Historic Highway or connecting county roads) or by foot and bicycle (State Trail). This facility is drawing tens of thousands of cyclists and pedestrians to the NSA, yet the lack of cycling and pedestrian access on the Hood River Interstate Bridge presents a significant and unfortunate gap in non-motorized connectivity in the NSA.



This illustration from the SR-35 Columbia River Crossing Study shows the recommended 12' wide bike/ped facility with viewpoints.

An October 2012 study by HNTB¹¹ concluded that while there is significant interest and broad support from area stakeholders in adding safe pedestrian and bicycle crossings to the current bridge, there are significant structural and mechanical barriers that make such a project unfeasible and cost-prohibitive. The study concluded that:

- The steel trusses have a limited reserve structural capacity to support added loads.
- The lift span would require significant mechanical and electrical equipment upgrades and structural retrofit or full replacement to support the added loads and configuration.
- The steel trusses would require full engineering evaluation and structural strengthening to support added loads.
- If a ped/bike facility is added to the bridge the bridge may need to be load limited for vehicles.
- The substructure (piers) and subaqueous (underwater) foundations have an unknown ability to support additional vertical and lateral loading and require further investigation.

The Summary of the Draft EIS notes that a result of the construction of the preliminary preferred alternative design would be that, “Recreational opportunities would be expected to increase with a bridge crossing that has multi-modal facilities and would enable bi-state connections to trails and sidewalks.”

VEHICLE FREIGHT IMPACTS

The current bridge is weight restricted to 80,000 lbs. A fully loaded fruit truck hauling fresh pears for processing weighs on average 105,500 lbs. A 2015 report by Columbia River Port Engineers¹² notes that, “Detours either upstream or downstream from the HR Bridge could involve trips of 45

miles or more. The toll at the Hood River Bridge is a bargain as compared to the costs incurred in diverting to the Bridge of the Gods (which is weight limited at 80,000#), I-205, the bridge at The Dalles or at Biggs Junction.” (The Hood River Bridge assesses tolls for trucks based on the axle count of the vehicle combinations. A typical tractor and trailer with five axles will pay \$5.00. Each additional axle is assessed at \$1.00 per axle.)

The Benefit Cost Analysis (See Attachment) calculates over \$200 million in savings from reductions in vehicle delays and over \$65 million in reduced vehicle O&M costs in a 75-year analysis.



Narrow, shoulder-less lanes present distinct problems for large trucks.

MARINE FREIGHT IMPACTS

The current bridge’s 246 foot navigational channel under the lift span is poorly aligned, insufficient, and dangerous for the commercial cargo barges navigating the federal inland waterway. The preliminary preferred alternative calls for a minimum navigational channel of 450 feet, and also recommends a re-alignment of the channel, stating that *“The channel alignment should also allow tugs and barges to be aligned with the westerly winds that now hit on the diagonal and cause control problems, especially for tows with empty barges.”*



The current lift span is more than 200’ narrower than the minimum recommendation.

In his testimony to the Oregon state legislature on January 25, 2016¹³, Eric Burnette, Executive Director of the Oregon Board of Maritime Pilots described the unique and significant challenges barge pilots face when approaching and navigating under the bridge [excerpt]:

“... When configured as a unit, these 4 barges and one towboat form a large vessel that by itself, is slightly over 1/10 of a mile long. It requires precise and skillful navigation. The practical impacts of these combined factors on navigational safety are significant. A tug/barge headed upriver will typically favor the south side of the channel as it passes the While Salmon River Delta, and then quickly shift to the north side of the channel to avoid the Hood River Delta. Once clear of the Hood River Delta it must then immediately get into position to pass under the lift span of the Hood River Bridge.

A down-bound vessel faces a different set of challenges. Lacking the obstacles found on the downstream side of the Hood River Bridge, a tug/barge approaching from upstream will have more time and room to get into proper alignment to pass under the Hood River Interstate bridge. However, once under the bridge, that tug/barge must negotiate both the Hood River and then the While Salmon River Deltas with the current coming from behind. This following current only accelerates the vessel’s speed over

the bottom and reduces the time available to make the necessary course corrections as it passes both deltas.”

In an email to the Port of Hood River on April 11, 2016, Port Captain Fred Harding describes the experience thusly¹⁴:

“Many gray hairs have been produced by the current span on many a crew. Over the 30+ years I have been watching the Columbia River this bridge has been known to be struck more than all other obstacles on the entire river system. Due to the narrowness of the bridge and the weather in the area of the bridge. If you add into the mix the wind surfers and kite boarders the difficulty again increases. If it were to be enlarged to 450 feet at the navigation span and the river to under side of the bridge were to be 80 feet I believe much of the stress of the transit would be reduced.”

Over 9 million tons of commercial cargo traveled under the bridge’s lift span in 2012, at least 30% of the total cargo barged for import/export on the inland navigation route from Portland/Vancouver to Lewiston, Idaho. Barge traffic on the lower Columbia River continues to grow with barge operators annually hauling more than 3 million tons of wheat and barley, and millions of barrels of petroleum products, logs and wood chips.



Port of Hood River Executive Director pilots a barge through the navigation channel, courtesy of Shaver Transportation.

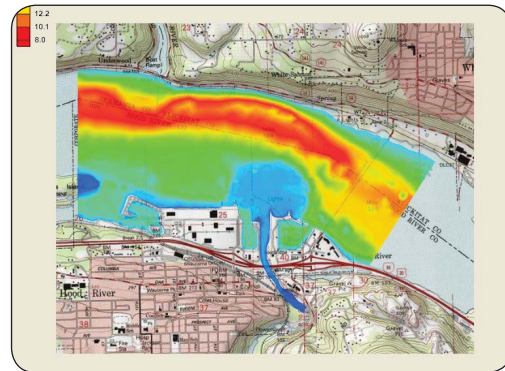


Illustration of the Hood River Delta’s intrusion into the navigation channel.

ENVIRONMENTAL IMPACTS & BENEFITS

At the project location, the Columbia River is host to ESA salmon and steelhead species, lamprey, and migratory birds and other sensitive species. The Summary to the Draft EIS⁴ details the immediate environmental benefit to the Columbia River with the removal of the steel deck bridge:

“The new bridge would benefit water quality, as compared to the existing bridge, because road runoff from the bridge deck would be collected and treated prior to discharge to the Columbia River. Currently, all oil, grease, metals, and sediments from vehicle may enter the river directly through the grated bridge decking.”

The DEIS also notes the expected improvements related to an increased speed limit on the new bridge, stating *“Each of the build alternatives would improve energy consumption of traffic [...] range[ing] between 8 and 15 percent less than No Action as a result of the higher operating speed....”*

Project Scope & Schedule

Phase 1(B) will result in completion of the following tasks associated with completion of a Final Environmental Impact Statement, Permitting, Feasibility Analyses, Financial Modeling, and Preliminary Engineering and Design to 30%.

Note: Cost classifications listed here are intended to align with those of Form SF-424C: Budget Information - Contructions Programs.

A. ADMINISTRATIVE & LEGAL EXPENSES (Form SF-424C Row 1)

Task 1. Project Management and Coordination

- 1.1 Project Management and Quality Assurance
- 1.2 Project Invoices and Progress Reports
- 1.3 Monthly Project Management Team Coordination Meetings

Task 2. Public Involvement

- 2.1 Restart public outreach and public comment process; re-establishment of advisory committees, including local city and county governments and transportation planning authorities as well as Oregon and Washington Departments of Transportation and the Columbia River Gorge Commission. Private sector stakeholders such as fruit, wood product, and mineral freight companies and inland barge tow companies will also be represented.
- 2.2 Renewed outreach to tribal representatives including direct in-person meetings with each of the four treaty tribes (Yakama Nation, Confederated Tribes of Warm Springs, Confederated Tribes of the Umatilla Reservation, and the Nez Perce Tribes).
- 2.3 Continued tribal consultation during the Section 106 process, including opportunity to comment on the established Area of Potential Effects (APE) and the results of the archaeological surveys conducted for the FEIS, effects to resources, and any needed mitigative strategies.

B. LAND, STRUCTURES, RIGHTS-OF-WAYS, APPRAISALS (Form SF-424C Row 2)

Task 1. Rights of Way

- 1.1 Rights of Way negotiation and acquisition
- 1.2 Rights of Way negotiation- legal services

C. OTHER ARCHITECTURE AND ENGINEERING (Form SF-424C Row 5)

Task 1. Environmental

- 1.1 Discipline Reports: Update discipline reports with new information, environmental conditions, and regulatory changes
 - a. Soils and Geology
 - b. Fish (*Address any changes to threatened and endangered species listings, critical habitat designations, and other relevant regulatory changes*)
 - c. Wildlife (*Address any changes to threatened and endangered species listings, critical habitat designations, and other relevant regulatory changes*)
 - d. Vegetation
 - i. Wetlands (*Conduct a wetland delineation*)
 - e. Waterways/Water Quality (*Stormwater*)

- f. Land Use
 - g. Social and Economic Elements
 - h. Relocations
 - i. Visual Resources
 - j. Noise
 - k. Air Quality
 - l. Energy
 - m. Hazardous Materials
- 1.2 Reevaluation of the Draft Environmental Impact Statement (DEIS)
- a. Prepare a Reevaluation Memorandum
 - b. Determine NEPA roles and responsibilities of each agency and respective state division (*e.g., FHWA Washington and Oregon Divisions, Southwest Washington Regional Transportation Council, Washington State Department of Transportation, Oregon Department of Transportation, Port of Hood River*)
- 1.3 Final Environmental Impact Statement (FEIS)
- a. Prepare FEIS document
 - b. Prepare for and participate in pre-signatory and signatory briefings with Washington State Department of Transportation (WSDOT) and coordinate with the Oregon Department of Transportation (ODOT) and Federal Highway Administration (FHWA) to obtain signatures
 - c. Prepare Record of Comments, which shall include point-by-point responses to each comment received on the DEIS
 - d. Prepare Record of Decision (ROD)
 - e. Prepare legal ads announcing availability of FEIS and ROD; prepare statute of limitations
 - f. Update Administrative Record through the signature of the ROD
- 1.4 Mitigation Plan
- a. Prepare a detailed mitigation plan that addresses project impacts to shoreline habitat, in stream habitats, wetlands, and water quality
- 1.5 Section 106 of the National Historic Preservation Act
- a. Determine the Area of Potential Effects (APE)
 - b. Conduct archaeological surveys
 - c. Make a finding of effect for any historic properties and archaeological resources that are eligible for listing on the National Register of Historic Places
 - d. If any resources are found to be adversely affected, develop mitigation measures and prepare a Memorandum of Agreement (MOA)
 - e. Coordinate with Oregon and Washington State Historic Preservation Officers, Port of Hood River, and other historic preservation groups or interested agencies/parties
 - f. Prepare a Cultural Resources Discipline Report
- 1.6 Tribal Coordination
- 1.7 Biological Assessment
- 1.8 Section 4(f) of the US Department of Transportation Act

1.9 Environmental Streamlining

- a. Prepare an Agency Coordination Plan in compliance with federal transportation authorizations including SAFETEA-LU, MAP-21 and FAST

Task 2. Preliminary Engineering

- 2.1 2011 Crossing Study Validation
- 2.2 Drainage
- 2.3 Survey
- 2.4 Bi-State Coordination
- 2.5 Geotechnical Studies
- 2.6 Hydraulic modeling
- 2.7 Wind load analysis
- 2.8 Utility coordination
- 2.9 Right of way acquisition plans for bridge, access road, stormwater facilities, and environmental impact mitigation

Task 3. Transportation

- 3.1 Update traffic modeling results for the design year;
- 3.2 Prepare traffic forecasts for analysis of potential tolling policies and other financing strategies

Task 4. Tolling Financial Feasibility Study

- 4.1 Update Financial Feasibility Technical Memorandum

D. ARCHITECTURE AND ENGINEERING (Form SF-424C Row 4)

Task 1. Design & Engineering

- 1.1 Roadway Design
- 1.2 Stormwater Design
- 1.3 Bridge Design
- 1.4 Environmental Compliance
- 1.5 Utility Coordination
- 1.6 Traffic Engineering
- 1.7 Traffic Control
- 1.8 Engineers Estimate

Upon notification of award in 2017, the Port will issue formal public bid Requests for Proposals for:

1. Updates to the Draft EIS and TS&L studies and completion of the Final EIS
2. Preliminary Engineering and Design to 30%
3. Rights-of-Way Negotiations and Acquisitions

The Port would award these contracts no later than Q2 of 2018. All Phase 1(B) activities proposed in this application would be complete by Q3 of 2020.

Detailed Project Budget

The following table provides detailed budget information for tasks outlined in the Project Scope & Schedule above. Tasks are organized to be aligned with the Cost Classification fields available in Standard Form SF-424C, "Budget Information for Construction Programs."

Cost Classification / Task	Total Cost	% of Total Cost	Notes
A. ADMINISTRATIVE & LEGAL EXPENSES			SF-424C Row 1
- Port Project Management Staff & Expenses	\$ 120,000		
- Contracted Project Management Expenses	\$ 300,000		
- Intergovernmental Coordination	\$ 96,000		
- Project Legal	\$ 150,000		
- Traffic/Toll Revenue Estimates	\$ 270,000		
- Regulatory / Permit Scoping	\$ 108,000		
- Evaluate Project Delivery Alternatives	\$ 150,000		
- Financial Modeling/Finance Plan Preparation	\$ 210,000		
- Public/Private RFI	\$ 192,000		
- Feasibility Report	\$ 120,000		
SUBTOTAL	\$ 1,716,000	20%	
B. LAND, STRUCTURES, RIGHTS-OF-WAYS, APPRAISALS			SF-424C Row 2
- ROW Engineering/Appraisals	\$ 72,000		
- ROW Legal	\$ 48,000		
SUBTOTAL	\$ 120,000	1.4%	
C. OTHER ARCHITECTURAL & ENGINEERING FEES			SF-424C Row 5
-Supplemental Draft EIS	\$ 90,000		
- Update TS&L (Includes items listed below)	\$ 210,000		
- Bridge Design			
- Topographic Survey			
- Hydraulic Study			
- River Users Study			
- Schematic Roadway Design	\$ 180,000		
- Preliminary Cost Estimate	\$ 60,000		
- Wind Analysis	\$ 216,000		

Cost Classification / Task	Total Cost	% of Total Cost	Notes
Final EIS			
- Archeological Investigation	\$ 348,000		
- Biological Assessment	\$ 186,000		
- Section 4(f) Consultation	\$ 30,000		
- Public Outreach & Involvement	\$ 108,000		
- Tribal Coordination	\$ 48,000		
- Stormwater and Water Quality	\$ 90,000		
- Final EIS Documentation/Report	\$ 1,236,000		
SUBTOTAL	\$ 3,438,000	40%	
D. ARCHITECTURAL & ENGINEERING DOCUMENTS			SF-424C Row 4
- 30% Engineering Design/Build Bid Set	\$ 1,680,000		
- Risk Assessment	\$ 60,000		
SUBTOTAL	\$ 1,740,000	21%	
TOTAL	\$ 7,014,000		
CONTINGENCY (20%)	\$ 1,402,800	17%	
GRAND TOTAL	\$ 8,416,800		

Benefit Cost Analysis for Bridge Replacement

The spreadsheet analysis of the project costs and benefits for the full scope of bridge replacement is included in the **Attachment “Benefit Cost Analysis.”** The Benefit Cost Analysis (BCA) examines the full project costs to replace the bridge including the Phases 1(A) and 1(B) pre-construction activities and the Phase 2 construction costs, and shows a Total Benefits Value of \$1,128,778,273. This is a 4:1 Benefit Cost ratio for the total project cost of \$308,500,000.

Sources and Uses of Project Funding

The future eligible project costs of Phase 2, the construction phase of the project, are anticipated to be \$308.5 million. Thus, the maximum NSFHP may not exceed 60% or \$183 million.

The Port of Hood River anticipates that if it is awarded the currently requested NSFHP funds, the local match of \$3.366 million will be funded through bridge parity debt obligations secured by tolls.

Due to the unique ownership of this interstate transportation facility, federal funding is required for completion of this and all remaining phases of work to achieve meaningful progress toward

bridge replacement. While both the Oregon and Washington state Departments of Transportation acknowledge the need to replace the Bridge, and are supportive of the Port's efforts to bring the project through Phase 1(B), by offering staff time and expertise and consultation participation in project development, state budget allocations for roads and bridges not owned by the states are difficult to secure. While the Port will submit formal funding requests to the Washington and Oregon legislatures, the need for federal funding support for Phase 1 (B) is most appropriate at this time and essential to achieve project timeline goals.

The Port of Hood River as part of its fiscal policies maintains an annual debt coverage ratio of 2.0 or higher and strives to maintain a reserve equal to 10% of the depreciable assets in its 10 year financial forecast. The toll bridge attributes 60% of the revenue mix for the Port while the remainder is made up of lease revenues from industrial/commercial properties and marina slips and airport hangar rentals. Due to this revenue mix, the Port generates over \$1 million of net operating cash flow that can be used toward discretionary capital projects or related debt within the guidelines of the fiscal policies. This annual amount can be adjusted, if necessary, as in the case with this grant application, with bridge tolls increasing to cover the local match. Currently, the Port also has \$6.2 million in reserves to call upon if such a direction is needed to be used.

Contingency Reserves:

The Port of Hood River plans to issue debt for the \$3.366 million dollar local match; secured by the bridge tolls which will increase to support the additional indebtedness the Port will incur. The Audited Annual Financial Report of June 30, 2015 depicts an Unrestricted Net Position of \$3.9 million and a corresponding level of Cash and Investments of \$3.6 million. As of March 31, 2016, the cash and investments amount to \$6.2 million.

Evidence of the financial condition of the project sponsor:

The Port of Hood River uses a 10 year financial forecast to guide its budget process as well as its capital and debt requirements. The Port uses its financial guidelines under its fiscal policies of having a debt coverage ratio of 2.0 or higher and maintaining an adequate reserve equal to 10% of the depreciable assets. The 10 year financial forecast monitors the level of revenue generation that can reasonably be expected as well as the level of expenditures that can be incurred. The toll bridge contributes 60% of the revenue mix for the Port while the remainder is made up of lease revenues from industrial/commercial properties and marina slips and airport hangar rentals. Due to this revenue mix, the Port generates over \$1 million of net operating cash flow to use toward discretionary capital projects or related debt service. As of June 30, 2015, the debt coverage ratio was 2.74.

Evidence of the grant recipient's ability to manage grants:

The Port of Hood River is the owner of a general aviation airport, which receives Federal Aviation Administration grants for runway improvements, safety enhancements and master plan efforts. Over the last four years the Port of Hood River has managed over \$3.6 million in grants from the Federal Aviation Administration and another \$689,000 from the State of Oregon for park and trail improvements.

Additionally, in 2001 and again in 2004, the Port managed federal grant monies for capital improvements to the existing bridge, each of over \$1 million. These grants were matched by the Port and funded mechanical and electrical upgrades and bridge redecking.

Endnotes: Hyperlinks to Supporting Documentation

1. Port of Hood River Bridge Traffic and Revenue Report, Quarterly:
<http://portofhoodriver.com/wp-content/uploads/2016/12/BRIDGERE06302016-Revised.xlsx>
2. Pacific Northwest Waterways Association Fact Sheet:
<http://www.pnwa.net/factsheets/CSRS.pdf>
3. YouTube Video “Oil Train Derailment I Was There” (Bridge crossing segment begins at minute 4:00):
<https://www.youtube.com/watch?v=iYLugyWEI4w>
4. Draft Environmental Impact Study 2003:
<http://www.rtc.wa.gov/studies/sr35/docs/deis-es.pdf>
5. Type, Size and Location Study 2011:
<http://www.rtc.wa.gov/studies/sr35/docs/sr35Report20111007.pdf>
6. List and Links to All Studies Completed in Phase 1(A):
<http://www.rtc.wa.gov/studies/sr35/>
7. Mid-Columbia Economic Development District Comprehensive Economic Development Strategy:
<http://www.mcedd.org/reports/CEDS.htm>
8. 2014 Regional Transportation Plan for Klickitat County Washington:
<http://www.rtc.wa.gov/reports/rtp/rtp2014klickitat.pdf>
9. Data provided by Oregon Employment Department Regional Economist, Dallas Fridley.
Phone: (541) 645-0005 Email: Dallas.W.FRIDLLEY@oregon.gov
10. EcoNorthwest Economic Analysis of the Hood River Interstate Bridge 2010:
<http://www.rtc.wa.gov/studies/sr35/docs/sr35EconomicAnalysisFinal.pdf>
11. HNTB Study of Structural Considerations for Pedestrian Crossing on the Existing Bridge:
<http://portofhoodriver.com/wp-content/uploads/2016/04/Bridge-Pedestrian-Crossing-Study.pdf>
12. Columbia River Port Engineers Study on Heavy Truck Use of Hood River Interstate Bridge:
<http://portofhoodriver.com/wp-content/uploads/2016/12/c.Attachment.PoHR-Report-20150902.pdf>
13. Eric Burnette, Executive Director of Oregon Board of Marine Pilots testimony to the Oregon state legislature January 25, 2016:
<https://olis.leg.state.or.us/liz/2016R1/Downloads/CommitteeMeetingDocument/86771>
14. Email comments from Captain Fred Harding, Port Captain, Shaver Transportation Company:
<http://portofhoodriver.com/wp-content/uploads/2016/12/EmailCaptainFredHarding.jpg>

up to 0.999 mgd (peak day) (Docket No. 20130905).

3. *Project Sponsor and Facility:* Chesapeake Appalachia, L.L.C. (Sugar Creek), Burlington Township, Bradford County, Pa. Application for renewal of surface water withdrawal of up to 0.499 mgd (peak day) (Docket No. 20130906).

4. *Project Sponsor and Facility:* Chesapeake Appalachia, L.L.C. (Susquehanna River), Terry Township, Bradford County, Pa. Application for renewal of surface water withdrawal of up to 1.440 mgd (peak day) (Docket No. 20130907).

5. *Project Sponsor and Facility:* Chief Oil & Gas LLC (Towanda Creek), Leroy Township, Bradford County, Pa. Application for surface water withdrawal of up to 1.500 mgd (peak day).

6. *Project Sponsor and Facility:* Downs Racing, L.P. d/b/a Mohegan Sun Pocono, Plains Township, Luzerne County, Pa. Application for consumptive use of up to 0.350 mgd (peak day).

7. *Project Sponsor and Facility:* Elizabethtown Area Water Authority, Mount Joy Township, Lancaster County, Pa. Application for renewal of groundwater withdrawal of up to 0.432 mgd (30-day average) from Well 6 (Docket No. 19861103).

8. *Project Sponsor and Facility:* Elizabethtown Area Water Authority, Mount Joy Township, Lancaster County, Pa. Application for groundwater withdrawal of up to 0.432 mgd (30-day average) from Well 7.

9. *Project Sponsor and Facility:* Elizabethtown Area Water Authority, Elizabethtown Borough and Mount Joy Township, Lancaster County, Pa. Modification to correct total system limit to remove inclusion of water discharged to the Conewago watershed to offset passby and transfer of water from Conewago Creek to Back Run (Docket No. 20160903).

10. *Project Sponsor and Facility:* Houtzdale Municipal Authority, Gulich Township, Clearfield County, Pa. Application for groundwater withdrawal of up to 1.008 mgd (30-day average) from Well 14R.

11. *Project Sponsor and Facility:* Moxie Freedom LLC, Salem Township, Luzerne County, Pa. Modification to increase consumptive use by an additional 0.408 mgd (peak day), for a total consumptive use of up to 0.500 mgd (peak day) (Docket No. 20150907).

12. *Project Sponsor and Facility:* Susquehanna Gas Field Services, LLC (Meshoppen Creek), Meshoppen Borough, Wyoming County, Pa. Application for renewal of surface water

withdrawal of up to 0.145 mgd (peak day) (Docket No. 20130913).

13. *Project Sponsor and Facility:* Susquehanna Nuclear, LLC, Salem Township, Luzerne County, Pa. Modification to increase consumptive use by an additional 5.000 mgd (peak day), for a total consumptive use of up to 53.000 mgd (peak day) (Docket No. 19950301).

14. *Project Sponsor and Facility:* Susquehanna Nuclear, LLC (Susquehanna River), Salem Township, Luzerne County, Pa. Modification to increase surface water withdrawal by an additional 10.000 mgd (peak day), for a total surface water withdrawal increase of up to 76.000 mgd (peak day) (Docket No. 19950301).

15. *Project Sponsor and Facility:* SWEPI LP (Elk Run), Sullivan Township, Tioga County, Pa. Application for surface water withdrawal of up to 0.646 mgd (peak day).

16. *Project Sponsor and Facility:* SWN Production Company, LLC (Wyalusing Creek), Wyalusing Township, Bradford County, Pa. Application for renewal of surface water withdrawal of up to 2.000 mgd (peak day) (Docket No. 20130911).

17. *Project Sponsor and Facility:* Transcontinental Gas Pipe Line Company, LLC. Project: Atlantic Sunrise (Fishing Creek), Sugarloaf Township, Columbia County, Pa. Application for modification to add consumptive use of up to 0.200 mgd (peak day) to existing docket approval (Docket No. 20160913).

18. *Project Sponsor and Facility:* Transcontinental Gas Pipe Line Company, LLC. Project: Atlantic Sunrise (Fishing Creek), Sugarloaf Township, Columbia County, Pa. Application for modification to change authorized use of source to existing docket approval (Docket No. 20160913).

19. *Project Sponsor and Facility:* Village of Waverly, Tioga County, N.Y. Application for groundwater withdrawal of up to 0.320 mgd (30-day average) from Well 1.

20. *Project Sponsor and Facility:* Village of Waverly, Tioga County, N.Y. Application for groundwater withdrawal of up to 0.480 mgd (30-day average) from Well 2.

21. *Project Sponsor and Facility:* Village of Waverly, Tioga County, N.Y. Application for groundwater withdrawal of up to 0.470 mgd (30-day average) from Well 3.

Opportunity To Appear and Comment

Interested parties may appear at the hearing to offer comments to the Commission on any project, request or proposal listed above. The presiding officer reserves the right to limit oral

statements in the interest of time and to otherwise control the course of the hearing. Guidelines for the public hearing will be posted on the Commission's Web site, www.srb.net, prior to the hearing for review. The presiding officer reserves the right to modify or supplement such guidelines at the hearing. Written comments on any project, request or proposal listed above may also be mailed to Mr. Jason Oyler, General Counsel, Susquehanna River Basin Commission, 4423 North Front Street, Harrisburg, Pa. 17110-1788, or submitted electronically through www.srb.net/pubinfo/publicparticipation.htm. Comments mailed or electronically submitted must be received by the Commission on or before August 14, 2017, to be considered.

Authority: Pub. L. 91-575, 84 Stat. 1509 *et seq.*, 18 CFR parts 806, 807, and 808.

Dated: June 29, 2017.

Stephanie L. Richardson,
Secretary to the Commission.

[FR Doc. 2017-14076 Filed 7-3-17; 8:45 am]

BILLING CODE 7040-01-P

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

[Docket No. DOT-OST-2017-0090]

Notice of Funding Opportunity for the Department of Transportation's Nationally Significant Freight and Highway Projects (INFRA Grants) for Fiscal Years 2017 and 2018

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation.

ACTION: Notice of funding opportunity.

SUMMARY: The Nationally Significant Freight and Highway Projects (INFRA) program provides Federal financial assistance to highway and freight projects of national or regional significance. This notice solicits applications for awards under the program's FY 2017 and FY 2018 funding, subject to future appropriations.

DATES: Applications must be submitted by 8:00 p.m. EST November 2, 2017. The Grants.gov "Apply" function will open by August 1, 2017.

ADDRESSES: Applications must be submitted through www.Grants.gov. Only applicants who comply with all submission requirements described in this notice and submit applications through www.Grants.gov will be eligible for award.

FOR FURTHER INFORMATION CONTACT: For further information regarding this notice, please contact the Office of the Secretary via email at INFRAgrants@dot.gov. For more information about highway projects, please contact Crystal Jones at (202) 366–2976. For more information about maritime projects, please contact Robert Bouchard at (202) 366–5076. For more information about rail projects, please contact Stephanie Lawrence at (202) 493–1376. For more information about railway-highway grade crossing projects, please contact Karen McClure at (202) 493–6417. For all other questions, please contact Paul Baumer at (202) 366–1092. A TDD is available for individuals who are deaf or hard of hearing at 202–366–3993. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on USDOT’s Web site at <https://www.transportation.gov/buildamerica/INFRAgrants>.

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A. Program Description

1. Overview

The INFRA program provides Federal financial assistance to highway and freight projects of national or regional significance. To maximize the value of FY 2017–2018 INFRA funds for all Americans, the Department is focusing

the competition on transportation infrastructure projects that support four key objectives, each of which is discussed in greater detail in section A.2:

- (1) Supporting economic vitality at the national and regional level;
- (2) Leveraging Federal funding to attract other, non-Federal sources of infrastructure investment, as well as accounting for the life-cycle costs of the project;
- (3) Using innovative approaches to improve safety and expedite project delivery; and
- (4) Holding grant recipients accountable for their performance and achieving specific, measurable outcomes identified by grant applicants.

This notice’s focus on the four key objectives does not compromise the Department’s position that safety is our top priority. The Department is committed to reducing traffic fatalities and serious injuries on the surface transportation system. To reinforce the Department’s safety priority, the USDOT will require projects that receive INFRA awards to consider and effectively respond to data-driven transportation safety concerns. Section F.2.a describes related requirements that the Department will impose on each INFRA project. These requirements focus on performing detailed, data-driven safety analyses and the incorporating project elements that respond to State-specific safety priority areas.

2. Key Program Objectives

This section of the notice describes the four key program objectives that the Department intends to advance with FY 2017–2018 INFRA funds. These four objectives are reflected in later portions of the notice, including section E.1, which describes how the Department will evaluate applications to advance these objectives, and section D.2.b, which describes how applicants should address the four objectives in their applications.

a. Key Program Objective #1: Supporting Economic Vitality

A strong transportation network is absolutely critical to the functioning and growth of the American economy. The nation’s industry depends on the transportation network not only to move the goods that it produces, but also to facilitate the movements of the workers who are responsible for that production. When the nation’s highways, railways, and ports function well, that infrastructure connects people to jobs, increases the efficiency of delivering goods and thereby cuts the costs of

doing business, reduces the burden of commuting, and improves overall well-being. When the transportation network fails—whether due to increasing bottlenecks, growing connectivity gaps, or unsafe, crumbling conditions—our economy suffers. Projects that address congestion in our major urban areas, particularly those that do so through the use of congestion pricing or the deployment of advanced technology, projects that bridge gaps in service in our rural areas, and projects that attract private economic development, all support national or regional economic vitality. Therefore, the INFRA program seeks these types of infrastructure projects.

b. Key Program Objective #2: Leveraging of Federal Funding

The Department is committed to supporting the President’s call for more infrastructure investment. That goal will not be achieved through Federal investment alone, but rather requires States, local governments, and the private sector to share responsibility and accountability, and to maximize their own contributions. The Federal government provided about 25%, or about \$100 billion of the estimated \$416 billion of public investment in transportation and water infrastructure in 2014,¹ but more infrastructure investment is possible if the significant Federal contribution is a smaller portion of a larger total.

To increase the leveraging of Federal funding, the INFRA program will give priority consideration to projects that use all available non-Federal resources for development, construction, operations, and maintenance. (As described further in E.1.a (Criterion #2), the Department will also consider the level at which these resources are in fact available, particularly for rural areas). These projects include projects that maximize State, local, and private sector funding, projects that raise revenue directly, projects that benefit from local self-help, and projects that pair INFRA grants with broader-scale innovative financing, including Federal credit assistance such as Transportation Infrastructure Finance and Innovation Act (TIFIA) and Railroad Rehabilitation Improvement Financing (RRIF) loans.

By emphasizing leveraging of Federal funding, the Department expects to expand the total resources being used to build and restore infrastructure, rather than have Federal dollars merely

¹ <https://www.cbo.gov/sites/default/files/114th-congress-2015-2016/reports/49910-Infrastructure.pdf>.

displace or substitute for State, local, and private funds.

c. Key Program Objective #3: Innovation

The Department seeks to use the INFRA program to encourage innovation in three areas: (1) Environmental review and permitting; (2) use of experimental project delivery authorities; and (3) safety and technology. The Department anticipates making awards that advance each innovation area, but it does not necessarily expect each INFRA project to address all three innovation areas. Instead, the Department expects applicants to identify the innovation areas that provide benefit to their project and propose activities in those areas.

Innovation Area #1: Environmental Review and Permitting

Some project sponsors indicate that Federal law and regulations impose requirements on transportation projects that delay the timely delivery of infrastructure. Some claim that the current approach to environmental review and permitting can lead to costly delays that are not justified by environmental benefits. Others note that excessive spending for permitting and studies diverts resources from environmental mitigation. Fortunately, recent transportation authorizations, including the FAST Act, have introduced a number of reforms intended to reduce project timelines and costs without compromising the integrity of crucial environmental protections. The Department is eager to use the INFRA program to expand and improve upon these reforms.

Under the INFRA program the Department seeks to test new approaches to the environmental review and permitting process for infrastructure projects. This approach has four objectives: (1) Accelerating the environmental permitting and review process; (2) improving outcomes for communities and the environment; (3) facilitating concurrent and consistent environmental permitting and review, analysis and decision making across Federal agencies and geographic regions; and (4) establishing a shared vision of permitting success among all Federal agencies.

In the current practice, the resource agencies that are responsible for environmental review and permitting, including U.S. Army Corps of Engineers, the Fish and Wildlife Service, and the Environmental Protection Agency, operate independently and collaborate as necessary. This independent and distributed operation can frustrate

efficient project delivery. Under the approach, the Department will aim to identify "liaisons" within each relevant resource agency. These liaisons will work closely and collaboratively with each other, project sponsors, and local field offices to steward projects participating in the effort through the environmental review process in a timely manner. The liaisons will be responsible for making consistent and timely permit determinations, while ensuring compliance with the purposes and procedures of the environmental permitting and review statutes. They will also have easy access to their counterparts throughout the Department, including in the Department's operating administrations, the Infrastructure Permitting Improvement Center, and the Build America Bureau.

The Department's aim is for liaisons to have active and defined roles early in the project development process to define potential permitting risks as early as the project scoping and the development of alternatives stages. They will coordinate activity to reduce risks, and will have specific responsibilities (e.g., dispute resolution) that are triggered when a project is at risk for missing a permit deadline. Additionally, to ensure consistency across Federal agency jurisdictions, liaisons will coordinate permitting activities between Agency-specific districts for projects that cross jurisdictional boundaries.

The Department's aim is to achieve timely and consistent environmental review and permit decisions. Liaisons' work will be tracked on the Federal Infrastructure Project Permitting Dashboard, an online tool for tracking the environmental review and authorization process for large or complex infrastructure projects.

Participation in this new approach will not remove any statutory requirements affecting project delivery, and INFRA award recipients are not required to participate. However, the Department seeks INFRA applications for projects that could benefit from this approach, which are likely larger, more complex projects, and encourages those applicants to indicate whether they are interested in participating. Because the Department views this as a potential model for future environmental review and permitting, it seeks projects that will allow it to evaluate that model.

Innovation Area #2: Special Experimental Authorities

By statute, all INFRA awards are subject to Federal requirements associated with the Federal-aid Highways program under title 23 of the

United States Code. However, the Department is interested in ensuring that those requirements do not unnecessarily impede project delivery. The Federal Highway Administration (FHWA) has long encouraged increasing private sector participation in the project development, finance, design, construction, maintenance, and operations. Since 1990, FHWA has experimented with innovative contracting practices under its Special Experimental Project No. 14 (SEP-14). In 2004, FHWA established Special Experimental Project No. 15 (SEP-15), which encouraged tests and experimentation throughout the entire project development process. SEP-15 was specifically aimed at attracting private investment, leading to increased project management flexibility, more innovation, improved efficiency, timely project implementation, and new revenue streams. Under SEP-14 and SEP-15, FHWA may waive statutory and regulatory requirements under title 23 on a project-by-project basis to explore innovative processes that could be adopted through legislation. This experimental authority is available to test changes that would improve the efficiency of project delivery in a manner that is consistent with the purposes underlying existing requirements; it is not available to frustrate the purposes of existing requirements.

The Department encourages applicants for INFRA funding to consider whether their project is eligible for and would benefit from an experimental authority or waiver under SEP-14, SEP-15, or some other experimental authority program. For appropriate projects, applicants should propose to use experimental authority and describe their expected benefits. In particular, the Department is interested in proposals that will substantially accelerate the pace of project deployment.

The Department is not replacing the application processes for SEP-14, SEP-15, or other experimental programs, with this notice or the INFRA program application. Instead, it seeks detailed expressions of interest in those programs. If selected for an INFRA award, the applicant would need to satisfy the relevant programs' requirements and complete the appropriate application processes. Selection for an INFRA award does not mean a project's SEP-14 or SEP-15 proposal has been approved. The Department will make a separate determination in accordance with those programs' processes on the appropriateness of a waiver.

Innovation Area #3: Safety and Technology

In addition to these cross-cutting safety-related requirements previously mentioned (and detailed in section F.2.a of this Notice), USDOT seeks opportunities under the INFRA program to experiment with innovative approaches to transportation safety, particularly projects which incorporate innovative design solutions, enhance the environment for automated vehicles, or use technology to improve the detection, mitigation, and documentation of safety risks. Illustrative examples include:

- Innovative designs that inherently reduce safety risk;
- Conflict detection and mitigation technologies for freight and non-freight interaction (e.g., intersection alerts and signal prioritization);
- Dynamic signaling or pricing systems to reduce congestion;
- Connected vehicle technology, including systems for vehicle-to-vehicle and vehicle-to-infrastructure communications;
- Signage and design features that facilitate autonomous technologies;
- Applications to automatically capture and report safety-related issues (e.g., identifying and documenting near-miss incidents); and
- Cybersecurity elements to protect safety-critical systems.

d. Key Program Objective #4: Performance and Accountability

To maximize public benefits from INFRA funds and promote local activity that will provide benefits beyond the INFRA-funded projects, the Department seeks projects that allow it to condition funding on specific, measurable outcomes. For appropriate projects, the Department may use one or more of the following types of events to trigger availability of some or all INFRA funds: (1) Reaching project delivery milestones in a timely manner; (2) making specific State or local policy changes that advance desirable transportation outcomes; and (3) achieving transportation performance objectives that support economic vitality or improve safety.

Each of these three types of events encourages accountability from project sponsors. First, project milestones can make a project sponsor accountable for timely project delivery. For example, to ensure that planning activities will not delay construction, the Department may condition construction funds on the sponsor completing those planning activities by a specific date. Second, INFRA funds can provide an additional

incentive to make specific policy changes. For example, in some jurisdictions, administrative barriers to public-private partnerships prevent project sponsors from using an effective and proven method of project delivery. In such jurisdictions, the Department can help dismantle those barriers by conditioning INFRA funds on local policy changes. Finally, the Department can improve overall performance of the transportation system by tying funding to specific performance targets. For example, if an INFRA project is awarded to improve freight movement through a corridor, the Department may condition some of the INFRA funds to be used to improve one interchange in the corridor on the project sponsor's ability to demonstrate satisfactory levels of service at other points in the corridor. Improvements at those other points on the corridor to reach the target level of service could be made with other, non-conditioned INFRA funds or with non-Federal funds.

These examples are illustrative, but the Department encourages applicants to identify other, creative ways to condition funding to advance INFRA program goals. The Department does not intend to impose these conditions on unwilling or uninterested INFRA recipients, nor does it intend to limit the types of projects that should consider accountability mechanisms. Instead, the Department encourages applicants to voluntarily identify measures through which the Department may hold them accountable, describe, in their application, how the Department could structure any conditions on funding, and detail how the structure advances INFRA program goals. As described in section E.1, an applicant-directed approach to accountability will allow the Department to differentiate among INFRA applications.

3. Program Name

The INFRA grant program is authorized as the Nationally Significant Freight and Highway Projects program at 23 U.S.C. 117. The Department formerly referred to INFRA grants as Fostering Advancements in Shipping and Transportation for the Long-term Achievement of National Efficiencies (FASTLANE) grants. The Department has renamed the program Infrastructure For Rebuilding America (INFRA), to call attention to new priorities: Rebuilding and revitalizing our economy through infrastructure investment.

B. Federal Award Information

1. Amount Available

The FAST Act authorizes the INFRA program at \$4.5 billion for fiscal years (FY) 2016 through 2020, including \$850 million² for FY 2017 and \$900 million for FY 2018, to be awarded by USDOT on a competitive basis to projects of national or regional significance that meet statutory requirements. This notice solicits applications for up to \$1.56 billion in FY 2017–2018 INFRA funds. Approximately \$710 million of FY 2017 funds are available for INFRA awards.³ The Department anticipates that approximately \$810–855 million of FY 2018 funds will be available for awards, but that total is uncertain because the Department is issuing this notice before appropriations legislation has been enacted for FY 2018. The estimate may be higher or lower than the final amount, which is dependent on future appropriations legislation. Any award under this notice will be subject to the availability of funds.

2. Restrictions on Award Portfolio

The Department will make awards under the INFRA program to both large and small projects. (Refer to section C.3.ii for a definition of large and small projects.) For a large project, the FAST Act specifies that an INFRA grant must be at least \$25 million. For a small project, including both construction awards and project development awards, the grant must be at least \$5 million. For each fiscal year of INFRA funds, 10 percent of available funds are reserved for small projects, and 90 percent of funds are reserved for large projects. The Department intends to use 10 percent of the available FY 2017 funding to make small project selections under the Notice of Funding Opportunity published in November of 2016. The FY 2017 funds made available under this notice are for large projects. The anticipated FY 2018 funds will be for both large and small projects.⁴ In summary, the estimated funding available for FY 2017 and FY 2018 under this notice is approximately

² Funds are subject to the overall Federal-aid highway obligation limitation, and funds in excess of the obligation limitation provided to the program are distributed to the States. While \$850 million is authorized for FY 2017, \$788.8 million is available for award. For additional information see FAST Act § 1102(f) and the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2016, Pub. L. 114–113, div. L § 120.

³ The Department intends to award the 10 percent of the FY 2017 funding reserved for small projects to applications received under the Notice published in November, 2016. \$709.92 million of FY 2017 funds is available under the terms of this Notice.

⁴ Subject to availability of FY 2018 funding.

\$81 million–\$85.5 million for small projects and \$1.44 billion–\$1.48 billion for large projects.

The FAST Act specifies that not more than \$500 million in aggregate of the \$4.5 billion authorized for INFRA grants over fiscal years 2016 to 2020 may be used for grants to freight rail, water (including ports), or other freight intermodal projects that make significant improvements to freight movement on the National Highway Freight Network. After accounting for FY 2016 and previous FY 2017 INFRA selections, approximately \$326 million within this constraint remains available. Only the non-highway portion(s) of multimodal projects count toward the \$500 million maximum. Grade crossing and grade separation projects do not count toward the \$500 million maximum for freight rail, port, and intermodal projects.

The FAST Act directs that at least 25 percent of the funds provided for INFRA grants must be used for projects located in rural areas, as defined in Section C.3.iv. The Department may elect to go above that threshold if the appropriate projects are submitted. The USDOT must consider geographic diversity among grant recipients, including the need for a balance in addressing the needs of urban and rural areas.

3. Repeat Applications

The selection criteria described in Section E. of this Notice changed substantially from previous INFRA solicitations. Applicants who elect to resubmit an application from a previous solicitation should include a supplementary appendix which describes how their project aligns with the new selection criteria.

C. Eligibility Information

To be selected for an INFRA grant, an applicant must be an Eligible Applicant and the project must be an Eligible Project that meets the Minimum Project Size Requirement.

1. Eligible Applicants

Eligible applicants for INFRA grants are: (1) A State or group of States; (2) a metropolitan planning organization that serves an Urbanized Area (as defined by the Bureau of the Census) with a population of more than 200,000 individuals; (3) a unit of local government or group of local governments; (4) a political subdivision of a State or local government; (5) a special purpose district or public authority with a transportation function, including a port authority; (6) a Federal land management agency that applies jointly with a State or group of States;

(7) a tribal government or a consortium of tribal governments; or (8) a multi-State or multijurisdictional group of public entities.

Multiple States or jurisdictions that submit a joint application should identify a lead applicant as the primary point of contact. Joint applications should include a description of the roles and responsibilities of each applicant and should be signed by each applicant. The applicant that will be responsible for financial administration of the project must be an eligible applicant.

2. Cost Sharing or Matching

This section describes the statutory cost share requirements for an INFRA award. Cost share will also be evaluated according to the “Leveraging of Federal Funding” evaluation criterion described in Section E.1.a.ii. That section clarifies that the Department seeks applications for projects that exceed the minimum non-Federal cost share requirement described here.

INFRA grants may be used for up to 60 percent of future eligible project costs. Other Federal assistance may satisfy the non-Federal share requirement for an INFRA grant, but total Federal assistance for a project receiving an INFRA grant may not exceed 80 percent of the future eligible project costs. Non-Federal sources include State funds originating from programs funded by State revenue, local funds originating from State or local revenue-funded programs, private funds or other funding sources of non-Federal origins. If a Federal land management agency applies jointly with a State or group of States, and that agency carries out the project, then Federal funds that were not made available under titles 23 or 49 of the United States Code may be used for the non-Federal share. Unless otherwise authorized by statute, local cost-share may not be counted as non-Federal share for both the INFRA and another Federal program. For any project, the Department cannot consider previously-incurred costs or previously-expended or encumbered funds towards the matching requirement. Matching funds are subject to the same Federal requirements described in Section F.2.b as awarded funds.

For the purpose of evaluating eligibility under the statutory cost share requirements, funds from the TIFIA and RRIF credit assistance programs are considered Federal assistance and, combined with other Federal assistance, may not exceed 80 percent of the future eligible project costs.

3. Other

a. Eligible Project

Eligible projects for INFRA grants are: Highway freight projects carried out on the National Highway Freight Network (23 U.S.C. 167); highway or bridge projects carried out on the National Highway System (NHS), including projects that add capacity on the Interstate System to improve mobility or projects in a national scenic area; railway-highway grade crossing or grade separation projects; or a freight project that is (1) an intermodal or rail project, or (2) within the boundaries of a public or private freight rail, water (including ports), or intermodal facility. A project within the boundaries of a freight rail, water (including ports), or intermodal facility must be a surface transportation infrastructure project necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility and must significantly improve freight movement on the National Highway Freight Network. Improving freight movement on the National Highway Freight Network may include shifting freight transportation to other modes, thereby reducing congestion and bottlenecks on the National Highway Freight Network. For a freight project within the boundaries of a freight rail, water (including ports), or intermodal facility, Federal funds can only support project elements that provide public benefits.

b. Eligible Project Costs

INFRA grants may be used for the construction, reconstruction, rehabilitation, acquisition of property (including land related to the project and improvements to the land), environmental mitigation, construction contingencies, equipment acquisition, and operational improvements directly related to system performance. Statutorily, INFRA grants may also fund development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering, design, and other preconstruction activities, provided the project meets statutory requirements. However, the Department is seeking to use INFRA funding on projects that result in construction. Public-private partnership assessments for projects in the development phase are also eligible costs.

INFRA grant recipients may use INFRA funds to pay the subsidy and administrative costs necessary to receive TIFIA.

c. Minimum Project Size Requirement

For the purposes of determining whether a project meets the minimum project size requirement, the Department will count all future eligible project costs under the award and some related costs incurred before selection for an INFRA grant. Previously-incurred costs will be counted toward the minimum project size requirement only if they were eligible project costs under Section C.3.b. and were expended as

part of the project for which the applicant seeks funds. Although those previously-incurred costs may be used for meeting the minimum project size thresholds described in this Section, they cannot be reimbursed with INFRA grant funds, nor will they count toward the project's required non-Federal share.

i. Large Projects

The minimum project size for large projects is the lesser of \$100 million; 30

percent of a State's FY 2016 Federal-aid apportionment if the project is located in one State; or 50 percent of the larger participating State's FY 2016 apportionment for projects located in more than one State. The following chart identifies the minimum total project cost for projects for FY 2017 for both single and multi-State projects.

State	FY17 NSFHP (30% of FY16 apportionment) One-State minimum (millions)	FY17 NSFHP (50% of FY16 apportionment) Multi-State minimum* (millions)	FY18 NSFHP (30% of FY17 apportionment) One-State minimum (millions)	FY18 NSFHP (50% of FY17 apportionment) Multi-State minimum* (millions)
Alabama	\$100	\$100	\$100	\$100
Alaska	100	100	100	100
Arizona	100	100	100	100
Arkansas	100	100	100	100
California	100	100	100	100
Colorado	100	100	100	100
Connecticut	100	100	100	100
Delaware	51	86	52	87
Dist. of Col.	49	81	49	82
Florida	100	100	100	100
Georgia	100	100	100	100
Hawaii	51	86	52	87
Idaho	87	100	88	100
Illinois	100	100	100	100
Indiana	100	100	100	100
Iowa	100	100	100	100
Kansas	100	100	100	100
Kentucky	100	100	100	100
Louisiana	100	100	100	100
Maine	56	94	57	95
Maryland	100	100	100	100
Massachusetts	100	100	100	100
Michigan	100	100	100	100
Minnesota	100	100	100	100
Mississippi	100	100	100	100
Missouri	100	100	100	100
Montana	100	100	100	100
Nebraska	88	100	89	100
Nevada	100	100	100	100
New Hampshire	50	84	51	85
New Jersey	100	100	100	100
New Mexico	100	100	100	100
New York	100	100	100	100
North Carolina	100	100	100	100
North Dakota	76	100	77	100
Ohio	100	100	100	100
Oklahoma	100	100	100	100
Oregon	100	100	100	100
Pennsylvania	100	100	100	100
Puerto Rico	44	74	44	74
Rhode Island	67	100	67	100
South Carolina	100	100	100	100
South Dakota	86	100	87	100
Tennessee	100	100	100	100
Texas	100	100	100	100
Utah	100	100	100	100
Vermont	62	100	63	100
Virginia	100	100	100	100
Washington	100	100	100	100
West Virginia	100	100	100	100
Wisconsin	100	100	100	100
Wyoming	78	100	79	100

* For multi-State projects, the minimum project size is the largest of the multi-State minimums from the participating States.

ii. Small Projects

A small project is an eligible project that does not meet the minimum project size described in Section C.3.c.i.

d. Large/Small Project Requirements

For a large project to be selected, the Department must determine that the project generates national or regional economic, mobility, or safety benefits; is cost-effective; contributes to one or more of the goals described in 23 U.S.C 150; is based on the results of preliminary engineering; has one or more stable and dependable funding or financing sources available to construct, maintain, and operate the project, and contingency amounts are available to cover unanticipated cost increases; cannot be easily and efficiently completed without other Federal funding or financial assistance; and is reasonably expected to begin construction no later than 18 months after the date of obligation. These requirements are discussed in greater detail in section D.2.b.vii.

For a small project to be selected, the Department must consider the cost-effectiveness of the proposed project and the effect of the proposed project on mobility in the State and region in which the project is carried out.

e. Rural/Urban Area

This section describes the statutory definition of urban and rural areas and the minimum statutory requirements for projects that meet those definitions. For more information on how the Department consider projects in urban, rural, and low population areas as part of the selection process, see Section E.1.a. Criterion #2, and E.1.c.

The INFRA statute defines a rural area as an area outside an Urbanized Area⁵ with a population of over 200,000. In this notice, urban area is defined as inside an Urbanized Area, as designated by the U.S. Census Bureau, with a population of 200,000 or more.⁶ Rural and urban definitions differ in some other USDOT programs, including TIFIA and the FY 2016 TIGER Discretionary Grants program. Cost share requirements and minimum grant awards are the same for projects located in rural and urban areas. The

⁵ For Census 2010, the Census Bureau defined an Urbanized Area (UA) as an area that consists of densely settled territory that contains 50,000 or more people. Updated lists of UAs are available on the Census Bureau Web site at http://www2.census.gov/geo/maps/dc10map/UAUC_RefMap/ua/. For the purposes of the INFRA program, Urbanized Areas with populations fewer than 200,000 will be considered rural.

⁶ See www.transportation.gov/buildamerica/INFRAgrants for a list of Urbanized Areas with a population of 200,000 or more.

Department will consider a project to be in a rural area if the majority of the project (determined by geographic location(s) where the majority of the money is to be spent) is located in a rural area. However, if a project consists of multiple components, as described under section C.3.f or C.3.g., then for each separate component the Department will determine whether that component is rural or urban. In some circumstances, including networks of projects under section C.3.g that cover wide geographic regions, this component-by-component determination may result in INFRA awards that include urban and rural funds.

f. Project Components

An application may describe a project that contains more than one component. The USDOT may award funds for a component, instead of the larger project, if that component (1) independently meets minimum award amounts described in Section B and all eligibility requirements described in Section C, including the requirements for large projects described in sections C.3.d and D.2.b.vii; (2) independently aligns well with the selection criteria specified in Section E; and (3) meets National Environmental Policy Act (NEPA) requirements with respect to independent utility. Independent utility means that the component will represent a transportation improvement that is usable and represents a reasonable expenditure of USDOT funds even if no other improvements are made in the area, and will be ready for intended use upon completion of that component's construction. If an application describes multiple components, the application should demonstrate how the components collectively advance the purposes of the INFRA program. An applicant should not add multiple components to a single application merely to aggregate costs or avoid submitting multiple applications.

Applicants should be aware that, depending upon applicable Federal law and the relationship among project components, an award funding only some project components may make other project components subject to Federal requirements as described in Section F.2.b. For example, under 40 CFR 1508.25, the NEPA review for the funded project component may need to include evaluation of all project components as connected, similar, or cumulative actions.

The Department strongly encourages applicants to identify in their applications the project components that meet independent utility standards

and separately detail the costs and INFRA funding requested for each component. If the application identifies one or more independent project components, the application should clearly identify how each independent component addresses selection criteria and produces benefits on its own, in addition to describing how the full proposal of which the independent component is a part addresses selection criteria.

g. Network of Projects

An application may describe and request funding for a network of projects. A network of projects is one INFRA award that consists of multiple projects addressing the same transportation problem. For example, if an applicant seeks to improve efficiency along a rail corridor, then their application might propose one award for four grade separation projects at four different railway-highway crossings. Each of the four projects would independently reduce congestion but the overall benefits would be greater if the projects were completed together under a single award.

The USDOT will evaluate applications that describe networks of projects similar to how it evaluates projects with multiple components. Because of their similarities, the guidance in section C.3.f is applicable to networks of projects, and applicants should follow that guidance on how to present information in their application. As with project components, depending upon applicable Federal law and the relationship among projects within a network of projects, an award that funds only some projects in a network may make other projects subject to Federal requirements as described in Section F.2.

h. Application Limit

To encourage applicants to prioritize their INFRA submissions, each eligible applicant may submit no more than three applications. The three-application limit applies only to applications where the applicant is the lead applicant. There is no limit on applications for which an applicant can be listed as a partnering agency. If a lead applicant submits more than three applications as the lead applicant, only the first three received will be considered.

D. Application and Submission Information

1. Address

Applications must be submitted through www.Grants.gov. Instructions

for submitting applications can be found at <https://www.transportation.gov/buildamerica/InFRAGrants>.

2. Content and Form of Application

The application must include the Standard Form 424 (Application for

Federal Assistance), Standard Form 424C (Budget Information for Construction Programs), cover page, and the Project Narrative. More detailed information about the cover pages and Project Narrative follows.

a. Cover Page

Each application should contain a cover page with the following chart:

Project name	
Was an INFRA application for this project submitted previously?	Yes/no.
If yes, what was the name of the project in the previous application?	
Previously Incurred Project Cost	\$.
Future Eligible Project Cost	\$.
Total Project Cost (This should be the sum of the previous two rows)	\$.
INFRA Request	\$.
Total Federal Funding (including INFRA)	\$.
Are matching funds restricted to a specific project component? If so, which one?	Yes/no.
Is the project or a portion of the project currently located on National Highway Freight Network?	Yes/no.
Is the project or a portion of the project located on the NHS?	Yes/no (for each question).
• Does the project add capacity to the Interstate system?	
• Is the project in a national scenic area?	
Do the project components include a railway-highway grade crossing or grade separation project?	Yes/no.
• If so, please include the grade crossing ID.	
Do the project components include an intermodal or freight rail project, or freight project within the boundaries of a public or private freight rail, water (including ports), or intermodal facility?	Yes/no.
If answered yes to either of the two component questions above, how much of requested INFRA funds will be spent on each of these projects components?	
State(s) in which project is located.	
Small or large project	Small/Large.
Urbanized Area in which project is located, if applicable.	
Population of Urbanized Area.	
Is the project currently programmed in the:	Yes/no (please specify in which plans the project is currently programmed).
• TIP	
• STIP	
• MPO Long Range Transportation Plan	
• State Long Range Transportation Plan	
• State Freight Plan?	
If selected, would you be interested in participating in a new environmental review and permitting approach?	Yes/No.

b. Project Narrative for Construction Projects

The Department recommends that the project narrative follow the basic outline below to address the program requirements and assist evaluators in locating relevant information.

- I. Project Description See D.2.b.i.
- II. Project Location See D.2.b.ii.
- III. Project Parties See D.2.b.iii.
- IV. Grant Funds, Sources and Uses of all Project Funding. See D.2.b.iv.
- V. Merit Criteria See D.2.b.v.
- VI. Project Readiness See D.2.b.vi and E.1.c.ii.
- VII. Large/Small Project Requirements. See D.2.b.vii.

The project narrative should include the information necessary for the Department to determine that the project satisfies project requirements described in Sections B and C and to assess the selection criteria specified in Section E.1. To the extent practicable, applicants should provide supporting data and documentation in a form that is directly verifiable by the Department. The Department may ask any applicant

to supplement data in its application, but expects applications to be complete upon submission.

In addition to a detailed statement of work, detailed project schedule, and detailed project budget, the project narrative should include a table of contents, maps, and graphics, as appropriate to make the information easier to review. The Department recommends that the project narrative be prepared with standard formatting preferences. (*i.e.*, a single-spaced document, using a standard 12-point font such as Times New Roman, with 1-inch margins.) The project narrative may not exceed 25 pages in length, excluding cover pages and table of contents. The only substantive portions that may exceed the 25-page limit are documents supporting assertions or conclusions made in the 25-page project narrative. If possible, Web site links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants

should clearly identify within the project narrative the relevant portion of the project narrative that each supporting document supports. At the applicant's discretion, relevant materials provided previously to a modal administration in support of a different USDOT financial assistance program may be referenced and described as unchanged. The Department recommends using appropriately descriptive final names (*e.g.*, "Project Narrative," "Maps," "Memoranda of Understanding and Letters of Support," etc.) for all attachments. The USDOT recommends applications include the following sections:

i. Project Summary

The first section of the application should provide a concise description of the project, the transportation challenges that it is intended to address, and how it will address those challenges. This section should discuss the project's history, including a

description of any previously incurred costs. The applicant may use this section to place the project into a broader context of other infrastructure investments being pursued by the project sponsor.

ii. Project Location

This section of the application should describe the project location, including a detailed geographical description of the proposed project, a map of the project's location and connections to existing transportation infrastructure, and geospatial data describing the project location. If the project is located within the boundary of a Census-designated Urbanized Area, the application should identify the Urbanized Area.

iii. Project Parties

This section of the application should list all project parties, including details about the proposed grant recipient and other public and private parties who are involved in delivering the project, such as port authorities, terminal operators, freight railroads, shippers, carriers, freight-related associations, third-party logistics providers, and freight industry workforce organizations.

iv. Grant Funds, Sources and Uses of Project Funds

This section of the application should describe the project's budget. At a minimum, it should include:

(A) Previously-incurred expenses, as defined in Section C.3.c.

(B) Future eligible costs, as defined in Section C.3.c.

(C) For all funds to be used for future eligible project costs, the source and amount of those funds.

(D) For non-Federal funds to be used for future eligible project costs, documentation of funding commitments should be referenced here and included as an appendix to the application.

(E) For Federal funds to be used for future eligible project costs, the amount, nature, and source of any required non-Federal match for those funds.

(F) A budget showing how each source of funds will be spent. The budget should show how each funding source will share in each major construction activity, and present that data in dollars and percentages. Funding sources should be grouped into three categories: Non-Federal; INFRA; and other Federal. If the project contains components, the budget should separate the costs of each project component. If the project will be completed in phases, the budget should separate the costs of each phase. The budget should be detailed enough to demonstrate that the

project satisfies the statutory cost-sharing requirements described in Section C.2.

(G) Information showing that the applicant has budgeted sufficient contingency amounts to cover unanticipated cost increases.

(H) The amount of the requested INFRA funds that would be subject to the \$500 million maximum described in Section B.2.

In addition to the information enumerated above, this section should provide complete information on how all project funds may be used. For example, if a particular source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a particular source of funds is available for expenditure only during a fixed time period, the application should describe that restriction. Complete information about project funds will ensure that the Department's expectations for award execution align with any funding restrictions unrelated to the Department, even if an award differs from the applicant's request.

v. Merit Criteria

This section of the application should demonstrate how the project aligns with the Merit Criteria described in section E.1 of this notice. The Department encourages applicants to address each criterion or expressly state that the project does not address the criterion. Applicants are not required to follow a specific format, but the following organization, which addresses each criterion separately, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

The guidance here is about how the applicant should organize their application. Guidance describing how the Department will evaluate projects against the Merit Criteria is in section E.1 of this notice. Applicants also should review that section before considering how to organize their application.

Criterion #1: Support for National or Regional Economic Vitality

This section of the application should describe the anticipated outcomes of the project that support the Economic Vitality criterion (described in Section E.1.a of this notice). The applicant

should summarize the conclusions of the project's benefit-cost analysis, including estimates of the project's benefit-cost ratio and net benefits. The applicant should also describe economic impacts and other data-supported benefits that are not included in the benefit-cost analysis.

The benefit-cost analysis itself should be provided as an appendix to the project narrative, as described in D.2.d. of this Notice.

Criterion #2: Leveraging of Federal Funding

This section of the application should include information that, when considered with the project budget information presented elsewhere in the application, is sufficient for the Department to evaluate how the project addresses the Leverage criterion, including:

(A) A description of the applicant's activities to maximize the non-Federal share of the project funding;

(B) A description of all evaluations of the project for private funding, the outcome of those evaluations, and all activities undertaken to pursue private funding for the project;

(C) A description of any fiscal constraints that affect the applicant's ability to use non-Federal contributions; and

(D) A description of the non-Federal share across the applicant's transportation program, if the applicant is a regular recipient of federal transportation funding; and

(E) A description of the applicant's plan to address the full life-cycle costs associated with the project, including a description of operations and maintenance funding commitments made by the applicant.

Criterion #3: Potential for Innovation

This section of the application should contain sufficient information to evaluate how the project includes or enables innovation in: (1) Environmental review and permitting; (2) use of experimental project delivery authorities; and (3) safety and technology. If the project does not address a particular innovation area, the application should state this fact.

If an applicant is proposing to participate in the environmental review and permitting approach described in section A.2.c, the application should describe how the project would benefit from participation, identify significant anticipated permitting challenges, and identify coordination that might be necessary to complete the environmental and permitting review process.

If an applicant is proposing to use SEP-14, SEP-15, or some other experimental authority program, the applicant should describe that proposal and their expected benefits. The applicant should also provide sufficient information for evaluators to confirm that the applicant's proposal would meet the requirements of the specific experimental authority program.⁷

If an applicant is proposing to adopt innovative safety approaches or technology, the application should demonstrate the applicant's capacity to implement those innovations, the applicant's understanding of whether the innovations will require extraordinary permitting, approvals, or other procedural actions, and the effects of those innovations on the project delivery timeline.

Criterion #4: Performance and Accountability

This section of the application should include sufficient information to evaluate how the applicant will advance the Performance and Accountability program objective. In general, the applicant should describe mechanisms that will allow the Department to hold it accountable for advancing INFRA program goals. Additional details for three approaches are provided in the following paragraphs, but these examples are not exhaustive. As described in greater detail in section A.2.d, the Department encourages applicants to identify other creative ways to condition funding to advance INFRA program goals and describe those mechanisms in this section of the application.

If the applicant is proposing to condition funding availability on timely completion of project milestones, the applicant should identify specific milestone events, provide target dates for those milestones, and propose a relationship between some or all of the requested INFRA funding and the milestones.

If the applicant is proposing to adopt a specific policy change, the applicant should provide sufficient information for evaluators to understand the existing policy, how changing the policy would advance the Department's goals, and how feasible the change will be for the applicant to complete within the project's delivery timeframe. The applicant should propose a relationship between some or all of the requested

INFRA funding and its completion of the change.

If the applicant is proposing to condition funding availability on reaching specific performance targets, the applicant should detail those performance targets in detail, describe the feasibility of tracking and achieving the target within the project's delivery timeframe, and propose a relationship between some or all of the requested INFRA funding and the performance objective.

vi. Project Readiness

This section of the application should include information that, when considered with the project budget information presented elsewhere in the application, is sufficient for the Department to evaluate whether the project is reasonably expected to begin construction in a timely manner. To assist the Department's project readiness assessment, the applicant should provide the information requested on technical feasibility, project schedule, project approvals, and project risks, each of which is described in greater detail in the following sections. Applicants are not required to follow the specific format described here, but this organization, which addresses each relevant aspect of project readiness, promotes a clear discussion that assists project evaluators. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

The guidance here is about what information applicants should provide and how the applicant should organize their application. Guidance describing how the Department will evaluate a project's readiness is described in section E.1 of this notice. Applicants also should review that section before considering how to organize their application.

(A) Technical Feasibility. The applicant should demonstrate the technical feasibility of the project with engineering and design studies and activities; the development of design criteria and/or a basis of design; the basis for the cost estimate presented in the INFRA application, including the identification of contingency levels appropriate to its level of design; and any scope, schedule, and budget risk-mitigation measures. Applicants should include a detailed statement of work that focuses on the technical and engineering aspects of the project and describes in detail the project to be constructed.

(B) Project Schedule. The applicant should include a detailed project schedule that identifies all major project milestones. Examples of such milestones include State and local planning approvals (programming on the Statewide Transportation Improvement Program), start and completion of NEPA and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications and estimates (PS&E); procurement; State and local approvals; project partnership and implementation agreements including agreements with railroads; and construction. The project schedule should be sufficiently detailed to demonstrate that:

(1) All necessary activities will be complete to allow INFRA funds to be obligated sufficiently in advance of the statutory deadline (September 30, 2020 for FY 2017 funds, September 30, 2021 for FY 2018 funds), and that any unexpected delays will not put the funds at risk of expiring before they are obligated;

(2) the project can begin construction quickly upon obligation of INFRA funds, and that the grant funds will be spent expeditiously once construction starts; and

(3) all real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements or a statement that no acquisition is necessary.

(C) Required Approvals.

(1) Environmental Permits and Reviews. The application should demonstrate receipt (or reasonably anticipated receipt) of all environmental approvals and permits necessary for the project to proceed to construction on the timeline specified in the project schedule and necessary to meet the statutory obligation deadline, including satisfaction of all Federal, State and local requirements and completion of the NEPA process. Specifically, the application should include:

(a) Information about the NEPA status of the project. If the NEPA process is complete, an applicant should indicate the date of completion, and provide a Web site link or other reference to the final Categorical Exclusion, Finding of No Significant Impact, Record of Decision, and any other NEPA documents prepared. If the NEPA process is underway, but not complete, the application should detail the type of NEPA review underway, where the project is in the process, and indicate the anticipated date of completion of all

⁷ SEP-14 information is available at https://www.fhwa.dot.gov/programadmin/contracts/sep_a.cfm. SEP-15 information is available at https://www.fhwa.dot.gov/ipd/p3/tools_programs/sep15_procedures.aspx.

milestones and of the final NEPA determination. If the last agency action with respect to NEPA documents occurred more than three years before the application date, the applicant should describe why the project has been delayed and include a proposed approach for verifying and, if necessary, updating this material in accordance with applicable NEPA requirements.

(b) Information on reviews, approvals, and permits by other agencies. An application should indicate whether the proposed project requires reviews or approval actions by other agencies,⁸ indicate the status of such actions, and provide detailed information about the status of those reviews or approvals and should demonstrate compliance with any other applicable Federal, State, or local requirements, and when such approvals are expected. Applicants should provide a Web site link or other reference to copies of any reviews, approvals, and permits prepared.

(c) Environmental studies or other documents—preferably through a Web site link—that describe in detail known project impacts, and possible mitigation for those impacts.

(d) A description of discussions with the appropriate USDOT modal administration field or headquarters office regarding the project's compliance with NEPA and other applicable Federal environmental reviews and approvals.

(e) A description of public engagement about the project that has occurred, including details on the degree to which public comments and commitments have been integrated into project development and design.

(2) State and Local Approvals. The applicant should demonstrate receipt of State and local approvals on which the project depends, such as State and local environmental and planning approvals and STIP or TIP funding. Additional support from relevant State and local officials is not required; however, an applicant should demonstrate that the project has broad public support.

(3) Federal Transportation Requirements Affecting State and Local Planning. The planning requirements applicable to the Federal-aid highway program apply to all INFRA projects, but for port, freight, and rail projects planning requirements of the operating

administration that will administer the INFRA project will also apply,⁹ including intermodal projects located at airport facilities.¹⁰ Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents. If the project is not included in a relevant planning document at the time the application is submitted, the applicant should submit a statement from the appropriate planning agency that actions are underway to include the project in the relevant planning document.

To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202). Applicants should provide links or other documentation supporting this consideration.

⁹ In accordance with 23 U.S.C. 134 and 135, all projects requiring an action by the Federal Highway Administration (FHWA) must be in the applicable plan and programming documents (e.g., metropolitan transportation plan, transportation improvement program (TIP) and statewide transportation improvement program (STIP)). Further, in air quality non-attainment and maintenance areas, all regionally significant projects, regardless of the funding source, must be included in the conforming metropolitan transportation plan and TIP. Inclusion in the STIP is required under certain circumstances. To the extent a project is required to be on a metropolitan transportation plan, TIP, and/or STIP, it will not receive an INFRA grant until it is included in such plans. Projects not currently included in these plans can be amended by the State and metropolitan planning organization (MPO). Projects that are not required to be in long range transportation plans, STIPs, and TIPs will not need to be included in such plans in order to receive an INFRA grant. Port, freight rail, and intermodal projects are not required to be on the State Rail Plans called for in the Passenger Rail Investment and Improvement Act of 2008. However, applicants seeking funding for freight projects are encouraged to demonstrate that they have done sufficient planning to ensure that projects fit into a prioritized list of capital needs and are consistent with long-range goals. Means of demonstrating this consistency would include whether the project is in a TIP or a State Freight Plan that conforms to the requirements Section 70202 of Title 49 prior to the start of construction. Port planning guidelines are available at StrongPorts.gov.

¹⁰ Projects at grant obligated airports must be compatible with the FAA-approved Airport Layout Plan (ALP), as well as aeronautical surfaces associated with the landing and takeoff of aircraft at the airport. Additionally, projects at an airport: Must comply with established Sponsor Grant Assurances, including (but not limited to) requirements for non-exclusive use facilities, consultation with users, consistency with local plans including development of the area surrounding the airport, and consideration of the interest of nearby communities, among others; and must not adversely affect the continued and unhindered access of passengers to the terminal.

Because projects have different schedules, the construction start date for each INFRA grant will be specified in the project-specific agreements signed by relevant modal administration and the grant recipients, based on critical path items that applicants identify in the application and will be consistent with relevant State and local plans.

(D) Assessment of Project Risks and Mitigation Strategies. Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match, or lack of legislative approval, affect the likelihood of successful project start and completion. The applicant should identify all material risks to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake in order to mitigate those risks. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.

To the extent it is unfamiliar with the Federal program, the applicant should contact USDOT modal field or headquarters offices as found at www.transportation.gov/infragrants for information on what steps are pre-requisite to the obligation of Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

vii. Large/Small Project Requirements

To select a large project for award, the Department must determine that the project satisfies several statutory requirements enumerated at 23 U.S.C. 117(g) and restated in the table below. The application must include sufficient information for the Department to make these determinations. Applicants should use this section of the application to summarize how their project meets each of the following requirements. Applicants are not required to reproduce the table below in their application, but following this format will help evaluators identify the relevant information that supports each large project determination. To minimize redundant information in the application, the Department encourages applicants to cross-reference from this section of their application to relevant substantive information in other sections of the application.

⁸ Projects that may impact protected resources such as wetlands, species habitat, cultural or historic resources require review and approval by Federal and State agencies with jurisdiction over those resources.

Large project determination	Guidance
1. Does the project generate national or regional economic, mobility, safety benefits?	Summarize the economic, mobility, and safety benefits described in Section V of the application, and describe the scale of their impact in national or regional terms.
2. Is the project cost effective?	Highlight the results of the benefit cost analysis described in Section V of the application.
3. Does the project contribute to one or more of the Goals listed under 23 U.S.C. 150 (and shown below)? (b) National Goals.—It is in the interest of the United States to focus the Federal-aid highway program on the following national goals: (1) Safety.—To achieve a significant reduction in traffic fatalities and serious injuries on all public roads. (2) Infrastructure condition.—To maintain the highway infrastructure asset system in a state of good repair. (3) Congestion reduction.—To achieve a significant reduction in congestion on the National Highway System. (4) System reliability.—To improve the efficiency of the surface transportation system. (5) Freight movement and economic vitality.—To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets, and support regional economic development. (6) Environmental sustainability.—To enhance the performance of the transportation system while protecting and enhancing the natural environment. (7) Reduced project delivery delays.—To reduce project costs, promote jobs and the economy, and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.	Specify the Goal(s) and summarize how the project contributes to that goal(s). This information may also be found in Section I or Section V.
4. Is the project based on the results of preliminary engineering?	Yes/No. Please provide evidence of preliminary engineering. For more information on preliminary engineering activities, please see: https://www.fhwa.dot.gov/federalaid/150311.cfm .
5a. With respect to non-Federal financial commitments, does the project have one or more stable and dependable funding or financing sources to construct, maintain, and operate the project?	Please indicate funding source(s) and amounts. Historical trends, current policy, or future feasibility analyses can be used as evidence to substantiate the stable and dependable nature of the non-Federal funding or financing.
5b. Are contingency amounts available to cover unanticipated cost increases?	Contingency amounts are often, but not always, expressly shown in project budgets or the SF-424C. If your project cost estimates include an implicit contingency calculation, please say so directly.
6. Is it the case that the project cannot be easily and efficiently completed without other Federal funding or financial assistance available to the project sponsor?	Discussion of the impact that not having any Federal funding, including an INFRA grant, would have on project's schedule, cost, or likelihood of completion, can help convey whether a project can be completed as easily or efficiently without Federal funding available to the project sponsor.
7. Is the project reasonably expected to begin construction not later than 18 months after the date of obligation of funds for the project?	Please reference project budget and schedule when providing evidence.

For a small project to be selected, the Department must consider the cost effectiveness of the proposed project and the effect of the proposed project on mobility in the State and region in which the project is carried out. If an applicant seeks an award for a small project, it should use this section to provide information on the project's cost effectiveness and the project's effect on the mobility in its State and region, or refer to where else the information can be found in the application.

c. Guidance for Benefit-Cost Analysis

This section describes the recommended approach for the completion and submission of a benefit-cost analysis (BCA) as an appendix to the Project Narrative. The results of the

analysis should be summarized in the Project Narrative directly, as described in Section D.2.b.v.

Applicants should delineate each of their project's expected outcomes in the form of a complete BCA to enable the Department to consider cost-effectiveness (small projects), determine whether the project will be cost effective (large projects), estimate a benefit-cost ratio and calculate the magnitude of net benefits and costs for the project. In support of each project for which an applicant seeks funding, that applicant should submit a BCA that quantifies the expected benefits of the project against a no-build baseline, provides monetary estimates of the benefits' economic value, and compares the properly-

discounted present values of these benefits to the project's estimated costs.

The primary economic benefits from projects eligible for INFRA grants are likely to include savings in travel time costs, vehicle operating costs, and safety costs for both existing users of the improved facility and new users who may be attracted to it as a result of the project. Reduced damages from vehicle emissions and savings in maintenance costs to public agencies may also be quantified. Applicants may describe other categories of benefits in the BCA that are more difficult to quantify and value in economic terms, such as improving the reliability of travel times or improvements to the existing human and natural environments (such as increased connectivity, improved public

health, storm water runoff mitigation, and noise reduction), while also providing numerical estimates of the magnitude and timing of each of these additional impacts wherever possible. Any benefits claimed for the project, both quantified and unquantified, should be clearly tied to the expected outcomes of the project.

The BCA should include the full costs of developing, constructing, operating, and maintaining the proposed project, as well as the expected timing or schedule for costs in each of these categories. The BCA may also consider the present discounted value of any remaining service life of the asset at the end of the analysis period (net of future maintenance and rehabilitation costs) as a deduction from the estimated costs. The costs and benefits that are compared in the BCA should also cover the same project scope.

The BCA should carefully document the assumptions and methodology used to produce the analysis, including a description of the baseline, the sources of data used to project the outcomes of the project, and the values of key input parameters. Applicants should provide all relevant files used for their BCA, including any spreadsheet files and technical memos describing the analysis (whether created in-house or by a contractor). The spreadsheets and technical memos should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by USDOT evaluators. Detailed guidance for estimating some types of quantitative benefits and costs, together with recommended economic values for converting them to dollar terms and discounting to their present values, are available in the Department's guidance for conducting BCAs for projects seeking funding under the INFRA program (see <https://www.transportation.gov/buildamerica/infragrants>).

Applicants for freight projects within the boundaries of a freight rail, water (including ports), or intermodal facility should also quantify the benefits of their proposed projects for freight movements on the National Highway Freight Network, and should demonstrate that the Federal share of the project funds only elements of the project that provide public benefits.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant must: (1) Be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at

all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. The Department may not make an INFRA grant to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Department is ready to make an INFRA grant, the Department may determine that the applicant is not qualified to receive an INFRA grant and use that determination as a basis for making an INFRA grant to another applicant.

4. Submission Dates and Timelines

a. Deadline

Applications must be submitted by 8:00 p.m. EST November 2, 2017. The *Grants.gov* "Apply" function will open by August 1, 2017.

To submit an application through *Grants.gov*, applicants must:

- (1) Obtain a Data Universal Numbering System (DUNS) number;
- (2) Register with the System Award for Management (SAM) at www.sam.gov; and
- (3) Create a *Grants.gov* username and password;
- (4) The E-business Point of Contact (POC) at the applicant's organization must also respond to the registration email from *Grants.gov* and login at *Grants.gov* to authorize the POC as an Authorized Organization Representative (AOR). Please note that there can only be one AOR per organization.

Please note that the *Grants.gov* registration process usually takes 2–4 weeks to complete and that the Department will not consider late applications that are the result of failure to register or comply with *Grants.gov* applicant requirements in a timely manner. For information and instruction on each of these processes, please see instructions at <http://www.grants.gov/web/grants/applicants/applicant-faqs.html>. If interested parties experience difficulties at any point during the registration or application process, please call the *Grants.gov* Customer Service Support Hotline at 1(800) 518–4726, Monday–Friday from 7:00 a.m. to 9:00 p.m. EST.

b. Consideration of Application

Only applicants who comply with all submission deadlines described in this notice and submit applications through *Grants.gov* will be eligible for award. Applicants are strongly encouraged to make submissions in advance of the deadline.

c. Late Applications

Applications received after the deadline will not be considered except in the case of unforeseen technical difficulties outlined in Section D.4.d.

d. Late Application Policy

Applicants experiencing technical issues with *Grants.gov* that are beyond the applicant's control must contact INFRAgrants@dot.gov prior to the application deadline with the user name of the registrant and details of the technical issue experienced. The applicant must provide:

- (1) Details of the technical issue experienced;
- (2) Screen capture(s) of the technical issues experienced along with corresponding *Grants.gov* "Grant tracking number";
- (3) The "Legal Business Name" for the applicant that was provided in the SF–424;
- (4) The AOR name submitted in the SF–424;
- (5) The DUNS number associated with the application; and
- (6) The *Grants.gov* Help Desk Tracking Number.

To ensure a fair competition of limited discretionary funds, the following conditions are not valid reasons to permit late submissions: (1) Failure to complete the registration process before the deadline; (2) failure to follow *Grants.gov* instructions on how to register and apply as posted on its Web site; (3) failure to follow all of the instructions in this notice of funding opportunity; and (4) technical issues experienced with the applicant's computer or information technology environment. After the Department reviews all information submitted and contact the *Grants.gov* Help Desk to validate reported technical issues, USDOT staff will contact late applicants to approve or deny a request to submit a late application through *Grants.gov*. If the reported technical issues cannot be validated, late applications will be rejected as untimely.

E. Application Review Information

1. Criteria

a. Merit Criteria for Construction Projects

To differentiate among applications for construction projects under this notice, the Department will consider the extent to which the project addresses the follow criteria, which are explained in greater detail below and reflect the key program objectives described in section A.2: (1) Support for national or regional economic vitality; (2)

leveraging of Federal funding; (3) potential for innovation; and (4) performance and accountability. The Department is neither weighting these criteria nor requiring that each application address every criterion, but the Department expects that competitive applications will substantively address all four criteria.

Criterion #1: Support for National or Regional Economic Vitality

The Department will consider the extent to which a project would support the economic vitality of either the nation or a region. To the extent possible, the Department will rely on quantitative, data-supported analysis to assess how well a project addresses this criterion, including an assessment of the applicant-supplied benefit-cost analysis described in section D.2.d. In addition to considering the anticipated outcomes of the project that align with this criterion, the Department will consider estimates of the project's benefit-cost ratio and net quantifiable benefits.

There are several different types of projects that the Department anticipates will successfully support national or regional economic vitality, including projects that:

- Achieve a significant reduction in traffic fatalities and serious injuries on the surface transportation system;
- Improve interactions between roadway users, reducing the likelihood of derailments or high consequence events;
- Eliminate bottlenecks in the freight supply chain;
- Ensure or restore the good condition of infrastructure that supports commerce and economic growth;
- Sustain or advance national or regional economic development in areas of need, including projects that provide or improve connections to the Nation's transportation network to support the movement of freight and people; and
- Reduce barriers separating workers from employment centers, including projects that are primarily oriented toward reducing traffic congestion and corridor projects that reduce transportation network gaps to connect peripheral regions to urban centers or job opportunities.

The Department anticipates that applications for networks of projects are likely to align well with this evaluation criterion because networks of projects often are able to address problems on a broader scale.

Criterion #2: Leveraging of Federal Funding

To maximize the impact of INFRA awards, the Department seeks to

leverage INFRA funding with non-Federal contributions. Therefore, the Department will consider the extent to which an applicant proposes to use non-Federal funding. For example, an application that proposes a 20 percent Federal share will be more competitive than an otherwise identical application proposing 50 percent Federal share. For the purposes of this criterion, funds from Federal credit programs, including TIFIA and RRIF, will be considered non-Federal funding.

There are three additional types of information that the Department will consider when evaluating an applicant's non-Federal contributions. First, DOT recognizes that applicants have varying abilities and resources to contribute non-Federal contributions. If an applicant describes broader fiscal constraints that affect its ability to generate or draw on non-Federal contributions, the Department will consider those constraints. Relevant constraints may include the size of the population taxed to supply the matching funds, the wealth of that population, or other constraints on the raising of funds. In practice, the Department expects that projects that come from rural or less-wealthy applicants will have to meet a lower standard for leverage than projects coming from urban or more wealthy applicants; however, the Department still expects all applicants' projects to maximize leverage to the extent they are able. Second, the Department recognizes that some applicants consolidate Federal funding into a minimum number of projects to simplify their burden complying with Federal administrative requirements. For those applicants, the Federal share on specific projects may be much higher than the overall Federal share of their overall transportation program. If an applicant follows that practice, explains their practice in their application, and provides evidence establishing the Federal share of their overall transportation program, the Department will consider that information. Third, the Department will consider how well the applicant has prepared for future operations and maintenance costs associated with their project's life-cycle. Applicants should demonstrate a credible plan to maintain their asset without having to rely on future federal funding. This plan should include a description of the applicant's approach to ensuring operations and maintenance will not be underfunded in future years.

In addition, the Department seeks to increase the sources of infrastructure funding by encouraging private infrastructure investment. Therefore,

projects that incorporate private sector contributions, including through a public-private partnership structure, are likely to be more competitive than those that rely solely on public non-Federal funding. Likewise, applicants who have pursued private funds for appropriate projects are likely to be more competitive under this program than applicants who have not. If an applicant omits information on the applicability and pursuit of private funds, the Department may conclude that the applicant has not considered viable non-Federal funding alternatives and an INFRA award would be premature.

This evaluation criterion is separate from the statutory cost share requirements for INFRA grants, which are described Section C.2. Those statutory requirements establish the minimum permissible non-Federal share; they do not define a competitive INFRA project.

Criterion #3: Potential for Innovation

The Department seeks to use INFRA program to encourage innovation in three areas: (1) Environmental review and permitting; (2) use of experimental project delivery authorities; and (3) safety and technology. Under this criterion, the Department will consider the extent to which a project includes or enables innovation in each of those areas.

In Innovation Area #1, as described in section A.2.c, the Department seeks to establish a new approach to the process of Federal environmental review and permitting. When making INFRA award decisions, the Department will consider an applicant's interest in the participating in this new approach and the extent to which the project could benefit from that participation. The Department will also consider the degree to which the results of a project's participation might be representative and reproducible to other departmental or government-wide projects or programs.

In Innovation Area #2, as described in section A.2.c, the Department seeks innovative approaches to project delivery under the auspices of the FHWA SEP-14 and SEP-15 programs and any other applicable experimental programs. When making INFRA award decisions, the Department will consider the applicant's proposals to use those programs, whether the proposals are consistent with the objectives and requirements of those programs, the potential benefits that experimental authorities or waivers might provide to the project, and the broader applicability of potential results.

Finally, in Innovation Area #3, as described in section A.2.c, the Department seeks to experiment with innovative approaches to transportation safety, particularly in relation to automated vehicles and the detection, mitigation, and documentation of safety risks. When making INFRA award decisions, the Department will consider any innovative safety approaches proposed by the applicant, the safety benefits that those approaches could produce, and the broader applicability of the potential results. As described in section F.2.a, the Department expects all projects to implement baseline safety improvements consistent with FHWA's list of "Proven Countermeasures" and will not consider those improvements under this criterion.

Criterion #4: Performance and Accountability

The Department intends to award INFRA funding to projects that will be delivered on agreed-upon schedules, that will generate clear, quantifiable, results, and that will advance the Department's transportation policy goals. The Department expects all applicants to provide accurate estimates of benefits of their project, its delivery schedule, and total costs. However, the Department will consider the extent to which the applicant proposes specific measures and conditions allowing the Department to ensure accountability, as described in section A.2.d. Instead of rewarding unrealistic promises, the Department intends to reward thoughtful planning, efficient delivery, and effective policy.

b. Additional Considerations

i. Geographic Diversity

By statute, when selecting INFRA projects, the Department must consider contributions to geographic diversity among recipients, including the need for a balance between the needs of rural and urban communities. However, the Department also recognizes that it can better balance the needs of rural and urban communities if it does not take a binary view of urban and rural. Accordingly, in addition to considering whether a project is "rural" as defined by the INFRA statute and described in section C.3.e, when balancing the needs of rural and urban communities, the Department will consider the actual population of the community that each project serves.

ii. Project Readiness

During application evaluation, the Department considers project readiness in two ways: To assess the likelihood of successful project delivery and to

confirm that a project will satisfy statutory readiness requirements.

First, the Department will consider significant risks to successful completion of a project, including risks associated with environmental review, permitting, technical feasibility, funding, and the applicant's capacity to manage project delivery. Risks do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies. A project with mitigated risks is more competitive than a comparable project with unaddressed risks.

Second, by statute, the Department cannot award a large project unless that project is reasonably expected to begin construction within 18 months of obligation of funds for the project. Obligation occurs when a selected applicant enters a written, project-specific agreement with the Department and is generally after the applicant has satisfied applicable administrative requirements, including transportation planning and environmental review requirements. Depending on the nature of pre-construction activities included in the awarded project, the Department may obligate funds in phases. Preliminary engineering and right-of-way acquisition activities, such as environmental review, design work, and other preconstruction activities, do not fulfill the requirement to begin construction within 18 months of obligation for large projects. By statute, INFRA funds must be obligated within three years of the end of the fiscal year for which they are authorized. Therefore, for awards with FY 2017 funds, the Department will determine that large projects with an anticipated obligation date beyond September 30, 2020 are not reasonably expected to begin construction within 18 months of obligation. For awards with FY 2018 funds, that deadline is one year later: September 30, 2021.

2. Review and Selection Process

The USDOT will review all eligible applications received before the application deadline. The INFRA process consists of a Technical Evaluation phase and Senior Review. In the Technical Evaluation phase, teams will, for each project, determine whether the project satisfies statutory requirements and rate how well it addresses the selection criteria. The Senior Review Team will consider the applications and the technical evaluations to determine which projects to advance to the Secretary for consideration. The Secretary will ultimately select the projects for award.

A Quality Control and Oversight Team will ensure consistency across project evaluations and appropriate documentation throughout the review and selection process.

3. Additional Information

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR 200.205. The Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). An applicant may review information in FAPIIS and comment on any information about itself. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in section E, the Secretary will announce awarded projects by posting a list of selected projects at <https://www.transportation.gov/buildamerica/INFRAgrants>. Following the announcement, the Department will contact the point of contact listed in the SF 424 to initiate negotiation of a project-specific agreement.

2. Administrative and National Policy Requirements

a. Safety Requirements

The Department will require INFRA projects to meet two general requirements related to safety. First, INFRA projects must be part of a thoughtful, data-driven approach to safety. Each State maintains a strategic highway safety plan.¹¹ INFRA projects will be required to incorporate appropriate elements that respond to priority areas identified in that plan and are likely to yield safety benefits. Second, INFRA projects will incorporate two categories of safety-related activities. The first category encompasses activities that the Federal Highway Administration (FHWA) has identified as "proven safety countermeasures" due to their history of

¹¹ Information on State-specific strategic highway safety plans is available at https://safety.fhwa.dot.gov/shsp/other_resources.cfm.

demonstrated effectiveness.¹² The second category encompasses safety-related tools, technologies, and practices from FHWA's Every Day Counts initiative.¹³

After selecting INFRA recipients, the Department will work with those recipients on a project-by-project basis to determine the specific safety requirements that are appropriate for each award.

b. Other Administrative and Policy Requirements

All INFRA awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200, as adopted by USDOT at 2 CFR part 1201. A project carried out under the INFRA program will be treated as if the project is located on a Federal-aid highway. All INFRA projects are subject to the Buy America requirement at 23 U.S.C. 313. Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive INFRA grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department's other highway, transit, rail, and port grant programs. For an illustrative list of the applicable laws, rules, regulations, executive orders, policies, guidelines, and requirements as they relate to an INFRA grant, please see http://www.ops.fhwa.dot.gov/Freight/infrastructure/nsfhp/fy2016_gr_exhbt_c/index.htm.

The applicability of Federal requirements to a project may be affected by the scope of the NEPA reviews for that project. For example, under 23 U.S.C. 313(g), Buy America requirements apply to all contracts that are eligible for assistance under title 23, United States Code, and are carried out within the scope of the NEPA finding, determination, or decision regardless of the funding source of such contracts if at least one contract is funded with Title 23 funds.

3. Reporting

a. Progress Reporting on Grant Activity

Each applicant selected for an INFRA grant must submit the Federal Financial Report (SF-425) on the financial condition of the project and the project's

¹² Information on FHWA proven safety countermeasures is available at: <https://safety.fhwa.dot.gov/provencountermeasures/>.

¹³ Information of the FHWA Everyday Counts Initiative is available at <https://www.fhwa.dot.gov/innovation/everydaycounts/>.

progress, as well as an Annual Budget Review and Program Plan to monitor the use of Federal funds and ensure accountability and financial transparency in the INFRA program.

b. Reporting of Matters Related to Integrity and Performance

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Secretary via email at InfRAgrants@dot.gov. For more information about highway projects, please contact Crystal Jones at (202) 366-2976. For more information about maritime projects, please contact Robert Bouchard at (202) 366-5076. For more information about rail projects, please contact Stephanie Lawrence at (202) 493-1376. For more information about railway-highway grade crossing projects, please contact Karen McClure at (202) 493-6417. For all other questions, please contact Paul Baumer at (202) 366-1092. A TDD is available for individuals who are deaf or hard of hearing at 202-366-3993. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on USDOT's Web site at <https://www.transportation.gov/buildamerica/InfRAgrants>. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact USDOT directly, rather than through intermediaries or third parties, with questions.

H. Other Information

1. Invitation for Public Comment on the FY 2017-2018 Notice

The FAST Act authorized the INFRA program through FY 2020. This notice solicits applications for FY 2017 and FY 2018 only. The Department invites interested parties to submit comments about this notice's contents, and the Department's implementation choices, as well as suggestions for clarification in future INFRA rounds. The Department may consider the submitted comments and suggestions when developing subsequent INFRA solicitations and guidance, but submitted comments will not affect the selection criteria for the FY 2017-FY 2018 round. Applications or comments about specific projects should not be submitted to the docket. Any application submitted to the docket will not be reviewed. Comments should be sent to DOT-OST-0090 by November 2, 2017, but, to the extent practicable, the Department will consider late filed comments.

2. Protection of Confidential Business Information

All information submitted as part of, or in support of, any application shall use publicly-available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the application includes information the applicant considers to be a trade secret or confidential commercial or financial information, the applicant should do the following: (1) Note on the front cover that the submission "Contains Confidential Business Information (CBI)"; (2) mark each affected page "CBI"; and (3) highlight or otherwise denote the CBI portions.

The Department protects such information from disclosure to the extent allowed under applicable law. In the event the Department receives a Freedom of Information Act (FOIA) request for the information, USDOT will follow the procedures described in its FOIA regulations at 49 CFR 7.17. Only information that is ultimately determined to be confidential under that procedure will be exempt from disclosure under FOIA.

3. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested.

Issued in Washington, DC, on June 28, 2017.

Elaine L. Chao,

Secretary of Transportation.

[FR Doc. 2017-14042 Filed 7-3-17; 8:45 am]

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DEPARTMENT OF THE TREASURY

Office of the Comptroller of the Currency

Agency Information Collection Activities: Information Collection Renewal; Comment Request; OCC Guidelines Establishing Heightened Standards for Certain Large Insured National Banks, Insured Federal Savings Associations, and Insured Federal Branches

AGENCY: Office of the Comptroller of the Currency (OCC), Treasury.

ACTION: Notice and request for comment.

SUMMARY: The OCC, as part of its continuing effort to reduce paperwork and respondent burden, invites the general public and other federal agencies to take this opportunity to comment on a continuing information collection, as required by the Paperwork Reduction Act of 1995 (PRA).

In accordance with the requirements of the PRA, the OCC may not conduct or sponsor, and the respondent is not required to respond to, an information collection unless it displays a currently valid Office of Management and Budget (OMB) control number.

The OCC is soliciting comment concerning its information collection titled, "OCC Guidelines Establishing Heightened Standards for Certain Large Insured National Banks, Insured Federal Savings Associations, and Insured Federal Branches."

DATES: Comments must be submitted on or before September 5, 2017.

ADDRESSES: Because paper mail in the Washington, DC area and at the OCC is subject to delay, commenters are encouraged to submit comments by email, if possible. Comments may be sent to: Legislative and Regulatory Activities Division, Office of the Comptroller of the Currency, Attention: 1557-0321, 400 7th Street SW., Suite 3E-218, Washington, DC 20219. In addition, comments may be sent by fax to (571) 465-4326 or by electronic mail to prainfo@occ.treas.gov. You may personally inspect and photocopy comments at the OCC, 400 7th Street SW., Washington, DC 20219. For security reasons, the OCC requires that visitors make an appointment to inspect comments. You may do so by calling

(202) 649-6700 or, for persons who are deaf or hard of hearing, TTY, (202) 649-5597. Upon arrival, visitors will be required to present valid government-issued photo identification and submit to security screening in order to inspect and photocopy comments.

All comments received, including attachments and other supporting materials, are part of the public record and subject to public disclosure. Do not include any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

FOR FURTHER INFORMATION CONTACT: Shaquita Merritt, OCC Clearance Officer, (202) 649-5490 or, for persons who are deaf or hard of hearing, TTY, (202) 649-5597, Legislative and Regulatory Activities Division, Office of the Comptroller of the Currency, 400 7th Street SW., Suite 3E-218, Washington, DC 20219.

SUPPLEMENTARY INFORMATION: Under the PRA (44 U.S.C. 3501-3520), federal agencies must obtain approval from OMB for each collection of information that they conduct or sponsor.

"Collection of information" is defined in 44 U.S.C. 3502(3) and 5 CFR 1320.3(c) to include agency requests or requirements that members of the public submit reports, keep records, or provide information to a third party. Section 3506(c)(2)(A) of title 44 requires federal agencies to provide a 60-day notice in the **Federal Register** concerning each proposed collection of information, including each proposed extension of an existing collection of information, before submitting the collection to OMB for approval. To comply with this requirement, the OCC is publishing notice of the proposed collection of information set forth in this document.

Title: OCC Guidelines Establishing Heightened Standards for Certain Large Insured National Banks, Insured Federal Savings Associations, and Insured Federal Branches.

OMB Control No.: 1557-0321.

Description: The OCC's guidelines codified in 12 CFR part 30, appendix D establish minimum standards for the design and implementation of a risk governance framework for insured national banks, insured federal savings associations, and insured federal branches of a foreign bank (bank). The guidelines apply to a bank with average total consolidated assets:

(i) Equal to or greater than \$50 billion; (ii) less than \$50 billion if that bank's parent company controls at least one insured national bank or insured federal savings association that has average total consolidated assets of \$50 billion

or greater; or (iii) less than \$50 billion, if the OCC determines such bank's operations are highly complex or otherwise present a heightened risk as to warrant the application of the guidelines (covered banks). The guidelines also establish minimum standards for a board of directors in overseeing the framework's design and implementation. These guidelines were finalized on September 11, 2014.¹ The OCC is now seeking to renew the information collection associated with these guidelines.

The standards contained in the guidelines are enforceable under section 39 of the Federal Deposit Insurance Act (FDIA),² which authorizes the OCC to prescribe operational and managerial standards for insured national banks, insured federal savings associations, and insured federal branches of a foreign bank.

The guidelines formalize the OCC's heightened expectations program. The guidelines also further the goal of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 to strengthen the financial system by focusing management and boards of directors on improving and strengthening risk management practices and governance, thereby minimizing the probability and impact of future financial crises.

The standards for the design and implementation of the risk governance framework, which contain collections of information, are as follows:

Standards for Risk Governance Framework

Covered banks should establish and adhere to a formal, written risk governance framework designed by independent risk management. The framework should include delegations of authority from the board of directors to management committees and executive officers as well as risk limits established for material activities. The framework should be approved by the board of directors or the board's risk committee, and it should be reviewed and updated, at least annually, by independent risk management.

Front Line Units

Front line units should take responsibility and be held accountable by the chief executive officer (CEO) and the board of directors for appropriately assessing and effectively managing all of

¹ 79 FR 51518.

² 12 U.S.C. 1831p-1. Section 39 was enacted as part of the Federal Deposit Insurance Corporation Improvement Act of 1991, Public Law 102-242, section 132(a), 105 Stat. 2236, 2267-70 (Dec. 19, 1991).

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Commission Memo

Prepared by: Anne Medenbach
Date: August 1, 2017
Re: Airport update



1. South Taxiway Construction Project:

The FAA grant contract was received on July 27th. It was signed and returned that day. The grant amount that the Commission approved was \$1,323,501.00. Due to some FAA headquarters changes, the actual contract is for \$1,313,538. However, it will be amended next calendar year to reflect the full amount. The Crestline Construction submitted their bonds and that contract execution date will be confirmed at the meeting. The Pre-construction meeting will be held on the first and will include airport safety training for both Port maintenance staff and Crestline. A Notice to Proceed (NTP) will be sent to Crestline with the executed contract with a start date of August 2nd. Century West will have an engineer on site daily to inspect and do quality control. Both Anne Medenbach and John Mann will be checking in every other day to ensure that the project is moving forward. Staff has sent communication to all airport tenants regarding the project and will continue to keep them updated throughout. The substantial completion date is October 16th.

2. North Side Development:

The permit application for the State Historic Preservation Office has been filed and archaeological field study will begin in August. The wetlands alternatives report will be completed by Berger Abam August 11th and will then be sent to FAA. The Port is requesting that wetland mitigation be allowed onsite with justification included in this report. Design of the north side improvements is being engineered now with 25% complete drawings in August.

3. Airport Layout Plan:

Once the 25% design drawings are complete for the north side, the final ALP will be submitted to the FAA for approval. After this is approved, then Port staff will submit it to County Planning for incorporation into the County comprehensive plan. Staff met with the County planning department on July 25th to discuss the upcoming projects and land use changes. There was concern regarding the proposed ALP future development on EFU land. Staff will discuss this further at the meeting.

4. Public Meetings:

Staff met with Tac Aero on July 26th to discuss the 2nd public meeting to address noise concerns. The proposed meeting will occur on Wednesday, August 23 or Thursday August 31. Tac Aero is making significant changes to their operations. Per Airport Advisory Committee (AAC) approval, they are implementing a "Fly Friendly" program which recommends that pilots fly at a certain elevation and keep throttle low as much as

safely possible. Additional changes will be discussed at the meeting. Staff is confirming with representatives from the FAA, ODA, and ORAVI to attend the 2nd meeting as expert panelists.

5. South Development Agreement and Construction:

The South Development Agreement has been executed by Hood Tech Aero Corp. Inc. and the Port. The Ground Lease Option and Memorandum of Understanding should both be executed by the time of the meeting. Centrex Construction is moving forward with building design and getting ready to submit for building permits. The land use application was approved by Hood River County.

6. General Operations:

Maintenance continues to improve upon safety procedures and water issues. The glider club has moved their operations to the east side of the airport, per Staff request. The FBO will be moving their planes to the grass at both mid field and the north side in front of the C hangars for construction. Transient plane parking is being established on the north ramp and the north grass area.

RECOMMENDATION: Informational.

Executive Director's Report

August 1, 2017

Staff & Administrative

- Welcome to new Commissioner David Meriwether. His oath of office will be administered at the meeting on August 1. Committee assignments should also occur during this meeting.
- The month of July, as in most years, represents the busiest time of the year for the waterfront, the bridge, and Port staff. Major events this year included the July 4 Fireworks display, Kiteboarding for Cancer, and an international Outrigger Canoe Race. On Saturday, July 28 a large concert will be held on Marina Green. In addition to these events, we have two new office employees getting up to speed on their position's responsibilities. I am very proud of all our employees for their efforts during these times of high activity and some stress.
- ODOT has informed us that all overweight vehicles will be banned on Oregon Highways from August 19-21 in preparation for the solar eclipse. This is due to the expectation that there will be a state-wide traffic jam on those dates. Potential impacts to the Port area will likely be increased use of the bridge, congestion on Hwy 35 south and I-84, and unauthorized overnight camping on Port properties.
- Jana has emailed information to you about the upcoming SDAO board training that will take place August 31 in Tigard. Please let her know if you can attend the training and she will make the arrangements.
- OneGorge met July 26 in the Port conference room, with guests including Representative Mark Johnson and Senator Chuck Thomsen; both provided a debrief of the 2017 legislative session and were thanked for their work on behalf of the Port, City, and Cascade Locks. Hal Heimstra called in from DC to provide an on-the-ground update on several federal issues affecting the Gorge as well.
- Genevieve has participated in two webinars hosted by USDOT on the changes being made to the federal discretionary grant program for surface transportation formerly known as Fastlane, now INFRA. She will provide a report on these changes during the meeting.
- I submitted an OpEd article, "Bridge Steps," to the Hood River News that was published on July 26. The article describes the potential impacts our legislation could have on the timeline for bridge replacement. Thank you letters to Representative Johnson, Senator Thomsen, and Senator Boquist will be provided for your signatures during the meeting.

Recreation/Marina

- The GFCI trip threshold continues to hold on every dock except C Dock North. Eaton was here on July 26 to replace the shunt trip device that, we believe, was the cause of many trips throughout last fall and winter. Power to the Marina was down for much of the day.

We believe there is still a problem with one sub-circuit on C Dock North, which provides power to nine vessels.

- An unusual incident occurred on July 22. Staff received a call on the emergency phone about an individual driving an off-road vehicle at the Event Site and Lot 1. The vehicle did not have a license and the driver had already been banned from both food service venues at the old Cruise Ship Dock. Staff stickered the vehicle and later the police were called and required the vehicle to be towed. The individual then contacted staff requesting policy documents and alleging he is the victim of discrimination from recreational and food concessionaires on the waterfront.
- A new pedestrian bench at the Hook was installed on July 26. The bench has a small plaque commemorating the loved one of a local family.
- The IGA and lease for the proposed Dog Park west of the Sewer Plant was fully executed on July 26. The lease term is five years and the dog park improvements are required to be completed by December 31, 2017.
- Lorre Epstein of Columbia Riverkeepers will attend the meeting to describe the protocols for testing for e-coli bacteria on the waterfront. There has been one incident of levels above the safe standard this year at the Event Site. There were no incidents last summer.
- Intern Eric Cuevas has prepared an assessment of the location of invasive weeds on the waterfront. This will help our spray efforts next spring. He will also be completing a thorough assessment of the safety conditions on the waterfront walking trails in August. The position was partially funded through a grant from SDAO.



Pictured above are scenes from July's Kiteboarding 4 Cancer and Outrigger Championship events.

Development/Property

- Shell work is proceeding rapidly on the Key Development buildings on the old Expo site. I am receiving bi-monthly construction updates. We are getting closer to the required deadlines prescribed in the DDA regarding pre-development steps for the next phases of construction on that property. I will be seeking clarification on status in the next few weeks.

- The City will be requesting compensation from the Port for repairs to utilities damaged during construction of the new sewer lift station near the intersection of Marina Way and Marina Drive. Based on information we have so far, I do not believe the Port has a responsibility for such payment.
- Anne is preparing bid documents for moving the dirt pile at the Lower Mill site to the airport. Bids will be going out in August.
- Vista GeoEnvironmental has completed the grading plan for the John Webber Business Park (JWBP) wetland application. Schott and Associates will submit the wetland mitigation application to DSL on July 27. Once the permit is received, bids can go out for the work of mitigating the Lower Mill site wetland to the JWBP.
- Vista GeoEnvironmental provided 100% complete drawings, specs, and cost estimate to staff for the Crystal Springs Water District off-site water main improvement. The cost estimate, including inspections and construction management, is within budget at \$392,000.
- Staff have submitted final edits of the Crystal Springs IGA for legal counsel review. Once review is complete, legal counsel will submit the IGA to Crystal Springs for execution.
- The truck scales at the Lower Mill are being evaluated for repair or replacement. Operating scales in the mid-valley would provide a benefit to the community. Cost estimates will be presented by staff upon completion of the evaluation.
- Construction is moving forward on the two vacant offices in the Marina Park 1 building. Flooring, electrical work, and painting are nearing completion. Leases for all three offices are expected to come before the commission in August.
- The TI work for Electronics Assemblers on the 2nd floor of the Big 7 building is moving forward as budgeted. Additional work required there and on the 3rd floor are action items for the August 1 meeting.

Airport

- Anne continues to work with a consultant and Century West Engineering to characterize the challenge of finding a site for compensatory wetland for the area we are seeking to fill for the North Ramp project. This characterization is intended to provide the basis for the FAA to allow compensatory work to occur at the fringes of the existing airport. This report will be completed by August 11.
- Anne will provide a detailed update on development and operation activities at the airport during the August 1 meeting.

Bridge/Transportation

- Bridge deck welding will occur the second week in August.
- Staff is seeking quotes for the installation of bridge warning signage on ODOT I-84 ROW. We intend to have that work completed by October if possible.

- Staff have completed the first review of the web portal for BreezeBy customer account management. Following a beta test phase at the staff level, we anticipate the portal will be live in late September. System bugs have been addressed since installation earlier this year and the IDRIS loops, transponder readers, and office systems are stabilizing, with fewer and fewer issues coming up. Staff is now evaluating enhancements to the existing system that will make processing customer transactions more efficient.

Commission Memo



Prepared by: Anne Medenbach
Date: August 1, 2017
Re: Columbia River Acupuncture Lease

Columbia River Acupuncture (CRA) currently leases 197 square feet in the Marina Park 1 building. CRA would like to vacate their current office and move into Suite 101, which is 482 square feet. This will provide one additional treatment rooms and give them a dedicated office and reception area.

The lease is a 5-year lease with one extension option. All leases in the building terminate in 2023 due to the uncertainty of the timing and potential impact of bridge replacement, and due to Port redevelopment goals for the structures in the next decade.

CRA has been working with staff to determine what tenant improvements need to be done. Some of the work is general purpose work that the Port would need to complete for any tenant. This work totals under \$10,000 and would be two separate contracts with two separate contractors. Commission approval is not needed. Bids were being finalized as of this memo to:

1. Repairs to the electrical system so that each office has an operable light fixture and operable outlets.
2. Replace the carpeting with commercial grade carpet or its equivalent.

Some of the work is business-specific, will be contracted with the Port and paid back through a five-year increase of rental rate. The Port budget for this work is \$10,000. CRA found a contractor and secured bids for the work. The Port will contract with the contractor for the amount, and anything over that amount will be reimbursed by CRA to the Port. If the amount is over \$10,000, then staff would return to the Commission for approval.

1. Replace doors with solid wood doors.
2. Move a couple of walls.
3. Install sound proofing.
4. Re-paint.
5. Repair sheet rock in areas.

RECOMMENDATION: Approve Lease with Columbia River Acupuncture LLC for Suite 100 at 700 E. Port Marina Way in Hood River.

LEASE

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

1. **Description.** In consideration of the covenants of the parties, Lessor leases to Lessee approximately 482 square feet of space in Lessor's building commonly known as the Marina Park 1 building ("building") located at 700 E. Port Marina Way, Oregon ("Leased Premises").

Building Address:	"Marina Park" 700 E. Port Marina Way Hood River, OR 97031
Tenant Suite:	100
Approximate Square footage:	482

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

2. Term.

Lease Commencement Date:	September 1, 2017
Lease Expiration Date:	August 31, 2022
Renewal Options:	One (1) year
Renewal Notice Requirement:	Ninety (90) days

The lease term shall be for the period commencing on **September 1, 2017** and continuing through **August 31, 2022**. Rental commencement shall occur on September 1, 2017. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the lease, Lessee has the option to extend the lease for **one** extension term of **one** year, through **August 31, 2023**, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease for the additional term while the lease is in effect. To be effective, Lessee's notice to renew must be given to Lessor no later than 90 days prior to the lease termination date.

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

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
100	482	\$1.45	\$699.00

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

to reflect the actual number of days in that month that the lease is in effect and shall be payable immediately.

If the lease is renewed by Lessee, beginning September 1, 2022, the then current monthly lease rental rate will be reduced by \$0.20/sf of leased premises space for the duration of the one year lease extension term.

Starting on **September 1, 2018** and occurring annually thereafter, including any extensions of this lease, monthly rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled CPI-U for Portland, OR – all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

4. **Use.** Lessee shall use the Leased Premises for Acupuncture treatment rooms, offices and support services. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
5. **Leased Premises Improvements.** Lessor will pay Lessor's architect fees, City fees and construction costs to construct improvements that facilitate Lessee's use of the leased premises in an amount up to \$10,000 for: upgrading flooring, installing cabinets and solid wood core doors, installing a fan. Lessor also intends to make other building improvements not specifically related to the Leased Premises at Lessor's expense.
6. **Taxes.** Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises, and all real property taxes assessed against all inside and outside common areas of the building based on the amount of lease space occupied by Lessee as a percentage of the total lease space in the building. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee's occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. [Note: Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of Port property on June 30, that Port property is taxed for the entire subsequent fiscal tax year "as a result of Lessee's occupancy."] Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority

when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor's bill.

7. **Utilities.** Lessee shall be solely responsible to pay Lessor for all utilities, including gas, sewer, water, and electricity, used or consumed by Lessee on the Leased Premises, and for garbage service related to Lessee's occupancy. If electricity or gas is provided to Lessee in common with other tenants of Lessor, Lessee shall pay a portion of the total cost of such service based on the amount of lease space occupied by Lessee as a percentage of the total lease space of all tenants using the same utilities in common with Lessee. Or, Lessor may charge Lessee more or less than other tenants if Lessor believes Lessee's gas or electricity use will likely be more or less than other tenants use. In such event, Lessor agrees to provide Lessee with an explanation of how those calculations for utility allocations were made. Lessor agrees to consider a different allocation formula for the Leased Premises. Lessee shall pay Lessor a pro rata share for sewer, water and garbage service equal to the standard basic domestic service rate charged by the service provider. If additional service beyond standard domestic service is needed, Lessee shall notify Lessor, and shall pay Lessor for the additional service charges. Lessee shall pay Lessor for Lessee's utility and garbage services within seven days after Lessor sends Lessee a bill itemizing those charges. Lessee shall be responsible for payment of all utilities and garbage service charges arising during the lease term. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the Leased Premises.
8. **Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. If Lessee renews this lease, at the outset of the renewal term Lessor may, with written notice, raise the minimum insurance requirement to an amount of insurance that is reasonably commercially available. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the

insurance without first giving Lessor at least fourteen days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

9. **Fire Insurance and Waiver of Subrogation.** If the Leased Premises or building where the Leased Premises are located are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the Leased Premises or building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue, and Lessor shall return the Leased Premises or building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or building, or related to repairs undertaken by Lessor. Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.
10. **Lessee/Lessor Covenants.** Lessee shall not do anything which may damage the Leased Premises or any systems in the building or other areas surrounding the building. Lessee shall not be a nuisance or a menace to other tenants in the building. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises, and to comply with reasonable rules adopted by Lessor which apply to all tenants of the building.

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

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

11. **Quiet Enjoyment.** From the date the lease commences Lessee will have the right to use the Leased Premises consistent with this lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.
12. **Care of Leased Premises.** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements, and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.
13. **Fixtures and Personal Property.** Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

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

14. **Signs.** Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or

visible from building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.

15. **Common Areas/Parking.** Lessee understands and agrees that other tenants may occupy the building. This lease grants to Lessee and to Lessee's agents, employees, business invitees, customers and suppliers in connection with Lessee's business in the Leased Premises the non-exclusive right to use and enjoy throughout the existence of this lease all of the "common areas" associated with the building. "Common areas" shall be defined as all areas and improvements outside the building provided by Lessor for the joint use or benefit of tenants, their employees, customers and other invitees, including public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by other building tenants. Use of available common areas shall be subject to like, non-exclusive use on the part of other tenants who occupy space in the building or any addition thereto, as well as their agents, employees, business invitees, customers and suppliers. Lessee agrees that its usage of such common areas shall not interfere with or be inconsistent with the similar rights of other tenants. All common areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all common areas, which Lessee agrees to abide by.
16. **Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 24 hours oral notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on site manager) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof.
17. **Entire Agreement; Amendments.** This lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.
18. **Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring

Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

19. **Assignment.** Lessee agrees not to assign or in any manner transfer this lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent. This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. Any transfer of an ownership interest in Lessee of fifty one percent (51%) or more will be deemed an assignment.
20. **Default.** Time is of the essence of performance of all the requirements of this lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
21. **Holdover.**
If Lessee does not vacate the Leased Premises when the lease term expires, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, and at a rental rate equal to the rent last payable by Lessee during the lease term. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than 10 days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this lease or by law with respect to month-to-month tenancy.
22. **Notices.** Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent, to the person signing the lease, or to Lessee's on site manager who at the date of this lease is Charlie Cannon, or sent by certified mail

with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

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

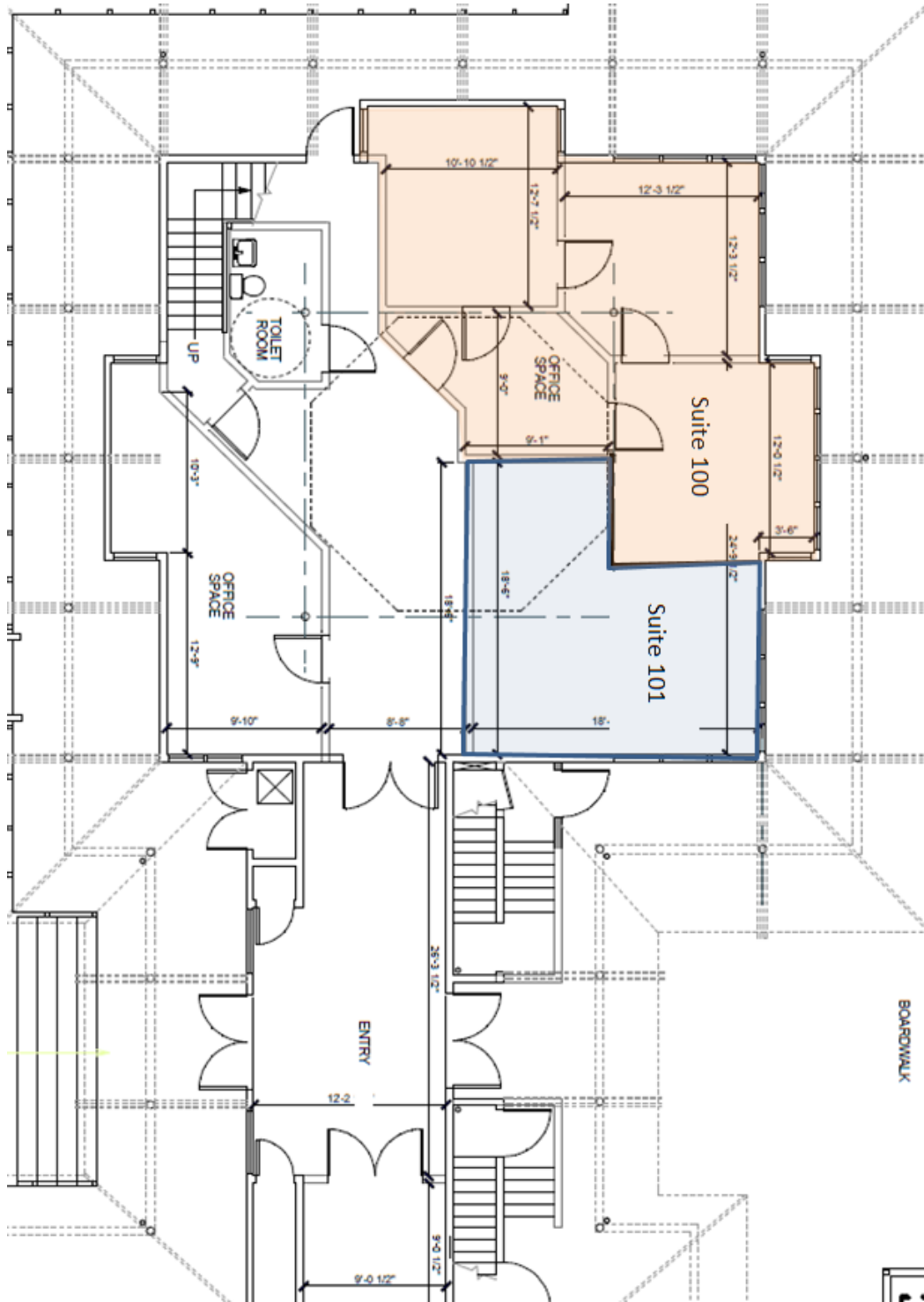
24. **Prior Lease Terminated.** Effective September 1, 2017 the prior lease between the parties dated August 12, 2017, for lease of 197 square feet of space shall be terminated, and replaced by this lease.

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

DATED this _____ day of _____, 2017.

Lessee:	Columbia River Acupuncture LLC	Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By its:		By its:	Executive Director
Address:		Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:		Email/phone:	pohr@gorge.net (541) 386-1645

Exhibit A



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Commission Memo



Prepared by: Anne Medenbach
Date: August 1, 2017
Re: Contract with Dan Homer

Electronics Assemblers (EA) has been a tenant in the Big 7 building for more than 30 years. In 2015, they signed a new lease with the Port that included commitments for repairs to portions of the third floor and improvements to the second floor. A lease addendum was approved with EA June 27, 2017 that expanded their lease space by nearly 50%. This expansion necessitates the improvements to be made that were called out in the 2015 lease. The budgeted amount is \$25,000.

Staff executed a contract for \$9,150 on July 24 with Daniel Larry Homer. This contract enabled work on floors and door openings that needed to be completed by the last week of July.

The attached new contract for an additional \$12,000 that covers rehabilitation of the third-floor restrooms, removal of two metal fire doors and replacement with modern double doors, and small electrical reconfiguration. The two contracts total \$21,150.00, remaining under budget.

RECOMMENDATION: Approve contract with Daniel Larry Homer for Tenant Improvements to the Big 7 building, not to exceed \$12,000.

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SMALL CONSTRUCTION PUBLIC WORKS CONTRACT

between

PORT OF HOOD RIVER, OREGON

and

Daniel Larry Homer

**THIS CONTRACT SHALL BE BINDING ON THE PORT
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and (“Contractor”). The parties agree as follows:

Project Title: Electronics Assemblers TI at Big 7

Purpose: 3rd floor- Fix womens restroom floor, repair concrete walls, remove and replace fire door.

2nd floor- Remove fire door, install double door

CONTRACTOR DATA

Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

Full Business Name: Daniel Larry Homer

Contact Person: Dan Homer

Address: 4460 Stoltz Dr.

City, State, ZIP: Parkdale, OR 97041

Business Telephone: (541) 340-0191

Fax:

Email: dmhomerconstruction@gmail.com

Oregon CCB License Number: 129941

***All information in this contract is subject to public records law.**

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: August 1, 2017
 - b. Anticipated Final Completion Date: September 1, 2017
 - c. “Work Time In Calendar Days”: 31 days
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
 - Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
 - Exhibit F – Request for Quotation
 - Exhibit G – Contractor’s Response to Quotation
 - Exhibit H – W-9 Taxpayer Identification Number and Certification (117)

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port . Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port . This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port .
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port . When requested by Port , Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port , after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port .
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Mutual: Port and Contractor may terminate this Contract at any time by written agreement.
 - b. Port ’s Sole Discretion: Port in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Contractor Licensing, etc.: Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. Payment on Early Termination. Upon termination pursuant to Section 10, “Early Termination,” Port shall pay Contractor as follows:
 1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
 2. If Contractor terminates this Contract under Section 10(c) due to Port ’s breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor’s breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.

- b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
- c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port .
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
- a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port . Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or ⁽¹¹⁹⁾source of income; mental or physical disability or perceived

disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.

21. **Removal of Debris.** Contractor shall remove all trash and debris from the site for disposal. Contractor shall clear the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR:



Contractor's Signature

DAN HOMER

Contractor's Printed Name

OWNER

Contractor's Title

2/24/2017

Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

PORT OF HOOD RIVER, OREGON SIGNATURE

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

Micheal McElwee, Executive Director

Date

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF
HOOD RIVER, OREGON**

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 616 Industrial Street in Hood River Oregon

3rd floor-

- Women’s Restroom-Demolish and dispose of existing vinyl and subfloor (particle board only). Bathroom fixtures will be removed and saved. No new fixtures are included. Stalls will not be removed or dismantled
- Concrete wall repair-NW wall- Areas of concrete walls will be scraped, prepped and sacked with new treatment of Portland cement mix to allow for painting by others.
- Firedoor- Existing door will be removed and disposed of. Framing and drywall are included.
- Door install- half light double man door will be furnished and installed including hardware.

2nd floor-

- Firedoor- Existing door will be removed and disposed of. Framing and drywall are included.
- Door install- Frame, drywall opening to allow for a double operable door with hardware. Furnish door and hardware.
- Add screens to three operable windows in Suite 201. Replace glass in one operable window.

CONTRACT WAGE RATES:

- This project is not subject to prevailing wages
- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS: Not to exceed \$12,000

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

Anne Medenbach
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO:

Dan Larry Homer
4460 Stoltz Dr.
Parkdale, OR 97041

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under **ORS 656.027** (See Exhibit D). **THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance.** If Contractor does not have coverage and claims to be exempt, attach Exhibit D in lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of
 \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract.
 Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.
 Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than:
 \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles.
 Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than:
 \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000,
 Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District.
 Required by Port Not required by Port

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port.

EXH

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT
PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature

Title

Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephoning listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

7/24/17

Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE

DAW HOMER

Contractor Printed

[Signature]

Contractor

7/24/17

Date

Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Skyles Insurance Agency 9840 Business Park Drive Sacramento CA 95827	CONTACT NAME: Briana Casillas PHONE (A/C, No, Ext): 916-361-9585 x266 FAX (A/C, No): 916-361-9821 E-MAIL ADDRESS: bcasillas@skylesinsurance.com																					
INSURED Dan Homer Construction Daniel Larry Homer 1621 Jeanette Road Hood River OR 97031	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A:</td> <td colspan="2">AmTrust International Underwriters Limited</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AmTrust International Underwriters Limited		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		XN102682403	07/19/2016	07/19/2017	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG							GENERAL AGGREGATE	\$ 2,000,000
OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							EACH OCCURRENCE	\$
DED RETENTION \$							AGGREGATE	\$
								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE	\$
Y/N N/A							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY PER THE CONDITIONS OF THE ATTACHED FORM: NX GL 189 05 11.

CERTIFICATE HOLDER ANNE MEDENBACH 1000 EAST PORT MARINA DRIVE HOOD RIVER OR 97031	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

POLICY NUMBER: XN102682403


**COMMERCIAL GENERAL LIABILITY
NX GL 189 05 11**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSUREDS -
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: XN102682403	Endorsement Effective: 07/19/16 12:01 a.m.
Named Insured: DANIEL LARRY HOMER	Counter Signed By: 

SCHEDULE

<p>Name of Person or Organization: Any person or organization that the named insured is obligated by virtue of a written contract or Agreement to provide insurance such as is afforded by this policy.</p>
<p>Location:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than services, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed: or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

Exhibit F

Port staff requested quotes from three contractors via phone calls.

1. Dan Larry Homer
2. Page Painting and Drywall
3. Griffin Construction

Dan Homer was working in the building and responded quickly to a walk through and proposal request. Page Painting did not respond. Griffin Construction's response was that they were too busy to meet our timeline

Exhibit 6

Estimate

Number	E163
Date	7/6/2017

Bill To
 Port of Hood River
 EAI Building
 Hood River, OR 97031

Ship To
 Attn: Ann M
 Port of Hood River
 Hood River, OR 97031

Terms
 30 days

Project
 EAI Building Miscellan

Description	Amount
-------------	--------

This estimate provided is for the above work described only. Permits are not included but can be added at invoicing. Flooring is not included and/or is trim work for any areas for the hallway. Please feel free to contact Dan Homer in regards to any clarification of this estimate and any needs for revision for project before it is started.

Thank You!
 Dan Homer

Shipping Cost	\$0.00
Sub Total	\$9,300.00
0.00% on \$0.00	\$0.00
Total	\$9,300.00

Estimate

Number E163

Date 7/6/2017

Bill To

Port of Hood River
EAI Building
Hood River, OR 97031

Ship To

Attn: Ann M
Port of Hood River
Hood River, OR 97031

Terms

30 days

Project

EAI Building Miscellan

Description	Amount
Womens restroom: Tear up of existing vinyl and subfloor (particle board only) and discard. Bathroom fixtures will be removed but saved. No new fixtures are included. Stalls will not be removed or dismantled for this project.	\$2,800.00
Concrete wall repair: Areas of concrete walls at NW end of building will be scraped, prepped and sacked with new treatment of Portland cement mix to allow for painting by others.	\$1,200.00
Firedoors: (2) existing metal fire doors will be removed, cut and discarded, to allow for standard height double door installation which includes framing and drywall only....painting not included.	\$2,500.00
Man doors: (2) half lite commercial mandors with hard ware will be supplied and installed....painting by others	\$2,800.00

Exhibit I

 Not Applicable

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at www.oregon.gov/boli). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at www.oregon.gov/boli. The applicable federal prevailing wage rates can be found online at www.wdol.gov.
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port . Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at www.oregon.gov/boli.
 - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port . The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGONSTANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –
APPLICABLE IF NOT A PUBLIC IMPROVEMENT CONTRACT

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

Exhibit K

 Not Applicable

**SMALL CONSTRUCTION PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,
OREGON**

STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port , municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
 Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a

notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work ORS 279C.520 (2); OAR 839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
 - b. Contractor may not prohibit any of the Contractor's 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 does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first tier subcontractor a clause that obligates the Contractor to pay the first tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port . Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port , interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.