



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, June 2, 2020
Via Remote Video Conference, Marina Center Boardroom

5:00 P.M.

Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment
2. Open Public Hearing on Approved Budget for Fiscal Year 2020-2021 (*Fred Kowell*)
3. Consent Agenda
 - a. Approve T-Hangar Lease with Benton Aero, LLC (*Michael McElwee – Page 3*)
4. Presentations & Discussion Items
 - a. Federal Advocacy Report, Hal Hiemstra, Summit Strategies (*Kevin Greenwood, Page 13*)
 - b. Hood River Chamber of Commerce Update, Kate Schroeder, Executive Director (*Anne Medenbach – Page 15*)
 - c. Bridge Replacement Update (*Kevin Greenwood, Page 17*)
5. Director's Report (*Michael McElwee – Verbal, Page 25*)
6. Commissioner, Committee Reports
 - a) Airport Advisory Committee, May 21, Streich, Everitt
7. Action Items
 - a. Approve Amendment No. 1 to Resolution No. 2019-20-6 Clarifying Collection Amounts and Collection Procedures for Non-Breezeby Tolls Utilizing a License Plate Recognition System (*Fred Kowell, Page 33*)
 - b. Approve Amendment No. 3 to Goods and Serves Agreement with Professional Account Management, LLC for All Electronic Tolling System (*Fred Kowell, Page 37*)
 - c. Approve Grant Agreement with the FAA for N. Apron Rehabilitation Project (*Anne Medenbach – Page 47*)
 - d. Approve Public Works Contract with Tapani, Inc. for N. Apron Rehabilitation Project at the Airport (*Anne Medenbach – Page 83*)
 - e. Approve Contract with Century West Engineering for Construction Management associated with N. Apron Rehabilitation Project. (*Anne Medenbach – Page 103*)
8. Commission Call

9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
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.*

Commission Memo



Prepared by: Michael McElwee
Date: June 2, 2020
Re: Airport T-Hangar Lease

Staff has been working with several T-Hangar tenants to address non-conformance with the new 2020 lease template. Most lease conflicts have been successfully resolved.

One issue, however, results from housed planes that are held in some form of joint ownership such as a partnership or LLC. Staff and legal counsel have developed specific language to address these situations and the attached lease is the first instance where new language would be added. Because it differed from the lease template previously approved by the Commission, specific approval is necessary here.

There are two primary issues to be addressed with T-Hangar tenancy and joint plane ownership:

1. Lack of a primary contact for communication, billing, etc. The proposed lease language designates an individual as a "Primary Pilot" who is authorized to act for the Tenant and comply with all terms of the Agreement. The Primary Pilot would be a partner, corporate shareholder or LLC member, qualified to fly the airplane stored in the hangar and a named insured on the insurance policy.
2. The practice of continually substituting owners such that the leasehold continually "rolls over" and limits opportunities for persons on the Wait List. The proposed lease language states that the leasehold terminates if the Primary Pilot is substituted.

With this subject lease there is one other unique issue. The airplane housed in the T-Hangar is not currently flyable although the tenant is taking steps to make the aircraft airworthy. Included language states that Tenant agrees to diligently pursue making the aircraft airworthy by October or the lease will terminate.

RECOMMENDATION: Approve T-Hangar Lease with Benton Aero LLC.

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Port of Hood River

Ken Jernstedt Airfield

1000 E. Port Marina Drive, Hood River, OR 97031
 Phone: 541-386-1645 email: porthr@gorge.net
www.portofhoodriver.com

T-Hangar Agreement

Tenant: Benton Aero LLC

Hangar #: A-4

Effective Date: January 1, 2020

- Initial
1. **Agreement Terms/Duration/Renewal.** The undersigned ("Tenant") agrees to lease the Hangar Number location listed above at the Port of Hood River Ken Jernstedt Airfield ("premises" or "hangar"), to comply with all terms of this Agreement, and to abide by the ordinances, and applicable rules and regulations of the Port of Hood River ("Port"). The hangar shall only be used for the storage of one functional, visibly airworthy aircraft owned or leased by Tenant.

Tenant shall designate an individual as a "Primary Pilot" for purposes of this Agreement, who is authorized to act for Tenant to comply with all terms of this Agreement. If the Tenant is an individual the Primary Pilot shall be that individual. If the Tenant is an entity the Primary Pilot shall be: (1) if partnership, a partner; (2) if a corporation, a corporate shareholder; (3) if an LLC, an LLC member. The Primary Pilot shall be a pilot who is licensed to fly the airplane stored in Tenant's hangar. The Primary Pilot shall be a named insured on the insurance policy required in Section 3. The Primary Pilot shall assure all terms of this Agreement are complied with during the term of this Agreement and shall be Tenant's contact person with the Port for all Agreement matters.

The Primary Pilot on behalf of Tenant shall provide in writing to the Port annually before December 1, the following information:

- a. The N Number on the aircraft.
- b. The most recent annual maintenance record for the aircraft.
- c. Proof of insurance for the aircraft with coverages required in section 3 below.
- d. Proof of Tenant ownership of the aircraft or aircraft lease.
- e. If aircraft owner is an entity, provide: for a partnership, names and contact information of each partner, and promptly notify Port of any changes; for a corporation, names and contact information of all shareholders and officers and promptly notify Port of any changes; for an LLC, names and contact information of each LLC member and any LLC manager and promptly notify Port of any changes.
- f. Provide Primary Pilot name and contact information.

The Primary Pilot shall also provide all information requested on the attached sheets under Tenant Checklist, Aircraft Information, Insurance Information and Tenant Information, and shall promptly notify the Port when any change occurs.

This Agreement shall be considered in effect on and after the Effective Date stated above ("Effective Date"), provided the Port and Tenant both sign this Agreement and the information required above are provided to the Port. If this Agreement is in effect on December 31 any year, it shall automatically be renewed on January 1 of the following year, and shall remain in effect for that calendar year unless: (1) notice is given by the Port or Tenant prior to December 1 that the Agreement will be terminated on the following January 1, or (2) the Port notifies Tenant that Tenant must sign a new Lease Agreement or Lease Agreement amendment, or (3) Tenant has not provided the Port with any information required above. The Port reserves the

right to terminate the automatic renewal of this Agreement prior to December 1 of any year, for any reason.

2. **Charges.** Tenant has received, read, and agrees to pay applicable charges described in the Port's T-Hangar Rate Schedule in effect on the Effective Date stated above. If charges for annual T-Hangar tenancies are changed, the new charges payable by Tenant shall take effect on the next January 1 after the changes. Lease charges for the full calendar year shall be paid in full by Tenant during the first week of January in the year the Lease takes effect. Lease charges not paid within ten days of the due date shall constitute a breach of this Agreement and may be cause for termination. All payments due under the terms of this Agreement shall be payable by Tenant to the PORT OF HOOD RIVER at its office at 1000 E. Port Marina Drive, Hood River, OR 97031.
3. **Insurance.** Tenant shall Provide the Port with a certificate of Aircraft and Passenger liability Insurance with a \$1,000,000 Single Occurrence limit and a \$100,000 per passenger limit. The certificate shall name the Port, its employees, agents and Commissioners and the Primary Pilot as additional insured. The certificates will include a provision that gives the Port 30 days prior written notice of any modification or cancellation to the insurance policy.
4. **Access.** Tenant shall use only the hangar padlock and key provided by the Port to access the premises. Use of this lock is mandatory and is provided at the direction of the West Side Fire Department Fire Marshal. Replacement of this lock will be a violation of this Agreement with the Port. Tenant accepts as a condition of this Agreement Port's and the Fire Marshall's right of access to enter the hangar at any time. Port or the Fire Marshall will generally provide at least 24 hours' notice to Tenant of intent to enter the hangar if non-emergency access is needed for inspection or other reasons but may provide less notice in their discretion.

Access to "A" and "B" Hangars will be from the north access road only. Access to "C" Hangars will be from the south access road only. Crossing an active runway and taxiway by vehicle or crossing the RPZ (Runway Protection Zone) to access north or south hangars is a violation of this Agreement.

5. **Maintenance.** Port will maintain the structural components of the hangar including the doors and door mechanisms. Tenant shall be responsible and liable for any damage to the hangar caused by or related to Tenant's use or use of any Tenant invitees, including but not limited to, bent or broken interior and exterior walls or ceilings, damage to doors and door mechanism, damage to unsealed floors due to fuel or oil spilling, and damage due to improper or negligent use of the premises. Tenant is required to equip and maintain a metal drip pan under the engine of the aircraft in the hangar. Tenant shall not allow the premises to be in or remain in such a condition as would constitute a fire hazard.

No maintenance of Tenant's aircraft shall be conducted in the hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic.

6. **Liability.** The Port hereby expressly disclaims any and all liability for damage to aircraft or any items stored or placed in or about the hangar. Tenant shall be liable for any damage to any persons, any property including Port property and to aircraft arising from Tenant's negligence, related to use of the hangar or unauthorized activities in the hangar.

Initial

Initial

Initial

7. **Unauthorized Activities.** Tenant may not park automobiles in the hangar. Parking is to be confined to designated automobile parking areas only. Tenant agrees that no commercial activities will be conducted on Port airport property, including the premises, without the express approval of the Port. This includes, but is not limited to, aircraft rental, charter, leasing, flight instruction, aerial survey work or photography work. Hangars are not to be used for material storage unrelated to aviation and Tenant's aircraft. Material expressly prohibited includes, but is not limited to, the following: motor vehicles, ammunition, snowmobiles, chainsaws, motor homes, travel trailers and recreational gear.
8. **Safety.** Flammable and combustible liquids shall not be dispensed into or removed from the fuel system of an aircraft within the aircraft hangar. Quantities of flammable and combustible liquids used for maintenance purposes shall not exceed 10 gallons stored in safe, approved containers. Aircraft, engines and parts of aircraft shall not be cleaned with a flammable liquid in the premises or within 50 feet of another aircraft, building or other hangar. Open flames, flame-producing devices and other sources of ignition are not permitted. Aircraft engines shall not be run in the hangar. Use of combustible materials for minor maintenance purposes requires Tenant to provide at a minimum, a 10 pound, 2A-10BC extinguisher for the premises. This extinguisher will be securely mounted near the premise entry. Oily rags and similar materials shall be stored in metal, metal-lined or other approved containers equipped with tight-fitting covers. Combustible rubbish shall be removed from the premises daily.
9. **Sub-Leasing and Storage of Non-Tenant Aircraft Prohibited.** The hangar shall not be sub-leased nor shall this Agreement or any rights to use the hangar be assigned without the express written approval of the Port, which may be granted or denied in the Port's discretion. Storage or parking of aircraft not owned by or leased by Tenant shall be construed as a sub-lease and shall be grounds for termination of this Agreement.
10. **Notices; Termination.** For purposes of this Agreement notice is deemed given from one party to the other when a party sends an email notice to the other party to their email address listed in this Agreement, or one business day after a notice is mailed to a party at their mailing address listed in this Agreement.

This Agreement may be terminated by Tenant upon thirty (30) days' written notice to Port, in which case the Port will refund prepaid rental for the remaining months of this Agreement, excluding rent payable through the month of termination, or the month Tenant vacates the premises, which the Port shall be entitled to keep.

Port may terminate this Agreement upon the occurrence of any of the following which shall constitute a breach of this Agreement by Tenant: (a) The Primary Pilot is no longer the Tenant if an individual, or if Tenant is an entity the Primary Pilot is no longer a partner if a partnership, no longer a shareholder if a corporation or no longer an LLC member if an LLC; (b) Rent not paid within ten (10) days of its due date; (c) Tenant or the Primary Pilot has failed to comply with any condition of this Agreement and has not corrected the deficiency to Port's satisfaction after ten (10) days' notice by Port. In the event of such a breach, Port shall notify Tenant of the termination in writing. Port shall be entitled to keep rent owed through the month the hangar is vacated. Tenant shall have three (3) days after the date of the Port's notice terminating the Agreement to remove the aircraft and any other Tenant items from the hangar, after which Tenant shall be considered a hold over tenant in breach of this Agreement, who shall be responsible to pay rent and comply with all Agreement terms during Tenant's hold over occupancy, prior to being legally evicted or vacating the premises voluntarily. In addition to the Port's right to terminate this Agreement, the Port shall have any other available legal remedy to enforce the terms

of this Agreement.

11. **Hold Harmless.** Tenant shall conduct their activities under this Agreement at Tenant's own risk, and shall defend, hold harmless and indemnify the Port of Hood River, its Commissioners, agents, officers and employees from any and all damages, demands, suits and actions whatsoever resulting from or because of any damage to property, or injury or death to any person(s) arising out of Tenant's or Tenant's invitee's negligent construction, maintenance, repair, alteration, operations, control or use of the premises, or any breach of terms of this Agreement.
12. **Security.** Tenant agrees to abide by and cooperate with Port in the enforcement and implementation of applicable FAA or Port airport security regulations and measures. Security of the hangar itself shall be the responsibility of Tenant. Tenant agrees to keep the doors to the hangar closed whenever possible. Tenant agrees not to unreasonably interfere with the use by others of an adjacent hangar.
13. **Port Policies.** The airport is governed by Port Ordinance 23 and 2017 Minimum Standards. Tenant is required to follow these two policies. Any breach of these policies could be cause for termination of this Lease at the Port's discretion.
14. **Enforcement.** If a legal action is brought to enforce this Agreement, the prevailing party shall be entitled to receive attorney's fees and court costs at trial and on appeal.
15. **FAA Requirements.**
 1. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
 2. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
 3. Tenant shall comply with all FAA laws and rules, and any FAA airport grant requirement applicable to Tenant's occupancy.

- 16. Prior and Future Agreements.** Any agreement in effect between Tenant and the Port concerning the premises on December 31, 2019, is extinguished after that date, and replaced by this Agreement if this Agreement is signed by the Port and Tenant. The Port reserves the right to amend the terms of this Agreement or replace this Agreement in the future as of January 1 of any year, by notifying Tenant of the new Agreement terms by December 1 prior to the following January 1.
- 17. Time of Performance; Non-waiver.** Time is of the essence of payment dates and performance obligations required by this Agreement. Waiver by the Port of strict performance of any provision of this Agreement shall not be a waiver of the Port's right to require strict performance of the same or a different provision in the future.

Tenant shall pay Port the full annual hangar rental amount when Tenant signs this Agreement. Port grants Tenant a one-time, temporary waiver to comply with Agreement requirements until November 1, 2020, so Tenant has adequate time to provide Port with all necessary aircraft documentation and make Tenant's aircraft functionally and visibly airworthy. If Tenant fails to make Tenant's aircraft functional and visibly airworthy or fails to provide Port with all information and documentation required by this Agreement by October 15, 2020, and after Port notice fails to correct any deficiencies to Port's satisfaction by October 31, 2020, this Agreement will terminate on November 1, 2020.

Agreed to this _____ day of _____, 20_____.

Hangar Tenant Signature: _____

Primary Pilot (if tenant is an entity): _____

Port of Hood River Signature: _____

Please sign and date above; provide full information as requested below; and then return all pages to the Port of Hood River.

Tenant Checklist

	Hangar Agreement Completed in its Entirety
	Proof of Insurance
	Proof or ownership
	Most Recent Annual Maintenance Record for the aircraft
	Annual Payment
	Specify Aircraft Ownership: Individual, Partnership, Corporation or LLC.
	Designate Primary Pilot

Aircraft Information		
Aircraft Serial Number:		Aircraft Registration Number:
Make:	Model:	Year:
Distinguishing Aircraft Markings:		
Aircraft Owner Name and Address:		

Insurance Information	
Insurance Company:	Phone Number:
Insurance Agent:	Phone Number:
Policy Number:	Amount of Coverage:
Primary Pilot Listed as Additional Insured, if an entity:	
Port Listed as Additional Insured <input type="checkbox"/> Received Proof of Insurance <input type="checkbox"/>	

Please complete the following information:

Tenant Information		
Tenant Name (if an individual tenant)/Primary Pilot Name (if entity tenant):		Hangar:
Mailing Address:		
City:	State:	Zip Code:
Cell Phone:	Home/Work Phone:	
Email Address:		
If different than Mailing- Street Address:		
Additional Owner:		Phone:
Email:		
Address:		
Additional Owner:		Phone:

Email:	
Address:	
Additional Owner:	Phone:
Email:	
Address:	

Initial

TENANT INFORMATION: Tenant and the Primary Pilot certify that the information provided to the Port for purposes of this T-Hangar Agreement is true, accurate and complete. Primary Pilot shall promptly notify the Port of a change to any Tenant information provided to the Port.

Port-issued padlock with two keys (#_____)

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Commission Memo



Prepared by: Kevin Greenwood
Date: June 2, 2020
Re: Federal Advocacy Report

Hal Hiemstra, principal partner at Summit Strategies, has been the Port's federal government affairs contractor for many years. His experience, wide range of contacts and knowledge of federal funding programs and legislative processes have been valuable to the Port.

Summit is currently retained on an annual contract coinciding with the Port's fiscal year. The current year contract identified the following major tasks:

1. General Representation including position papers and congressional monitoring
2. Monitoring Federal Discretionary Funding opportunities
3. Bridge Replacement Services including periodic updates with key congressional and agency staff.
4. Coordinate Water Resources Development Act (WRDS) Requests
5. Facilitating BUILD/INFRA letters of support and congressional updates.

Earlier this year, Hal coordinated and hosted the Port's annual trip to Washington DC. The Port applied for two large federal grants this year and Hal facilitated generating bi-partisan, bi-state letters of support for the applications. Hal successfully included the restoration of the mouth of the Hood River in the Water Resources Development Act (WRDA) currently moving through Congress. Finally, Hal monitored the fast-moving COVID-19 legislation and worked with Port staff to obtain first-hand summaries of tenant needs to demonstrate the importance of federal assistance.

The coming 117th congress will have several unknowns. Congressman Greg Walden is stepping down after more than 20 years representing Oregon's 2nd District. With uncertainty in the upcoming November general election, Hal's experience will be helpful in educating and informing our new representative and keeping important issues in front of their staff in D.C. and the Oregon field offices. Additionally, Hal will be continuing to monitor legislation that will benefit the bridge replacement project and other issues of importance to the Port.

Hal will join the meeting via Zoom to recap the past year, discuss the strategy for next year, and answer any questions that the Commission may have.

RECOMMENDATION: Information and discussion.

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Commission Memo



Prepared by: Anne Medenbach
Date: June 2, 2020
Re: Hood River County Chamber of Commerce

During the May 5th meeting, the Commission approved a COVID-19 rent relief request submitted by the Hood River County Chamber of Commerce for their lease in the Chamber Building. Since that date, the Chamber Board has decided to cancel the major events that provide most of their annual revenue due to the virus.

Meanwhile, the Chamber has been working hard to develop and provide new business services in response to the crisis by creating a new online marketplace for local goods and services; participating in EOC and JIC calls and coordination activities as representatives of the business community; performing advocacy and assistance for economic relief for local businesses; and continuing to provide important safety information to visitors to the area and tourism-based businesses and facilities.

Chamber Executive Director Kate Schroeder will attend the meeting to discuss the effects of the crisis on the local business community, the Chamber's efforts on behalf of their member businesses, and other impacts to Chamber operations.

RECOMMENDATION: Discussion.

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Hood River - White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

June 2, 2020

The following summarizes Bridge Replacement Project activities from May 14-28, 2020:

NEPA PROCESS. Critical path updates.

- Biological Assessment. A six-year construction period is currently being evaluated which also includes demolition of the existing bridge. Once there is agreement amongst the resource agencies, the next BA draft can be distributed for review.
- Section 106. Historic property determinations and findings of effect being reviewed by ODOT. Comment and response tabulation, research design and final key property survey complete and to be sent to tribes and historic preservation offices first week of June. There is a 30-day comment period and then Level 2 work can begin.
- Tribal Consultation. The Yakama Nation has identified four traditional cultural property (TCP) sites in the general area of the bridge landings. Nez Perce, Warm Springs and Umatilla have indicated that they have no TCPs in area. Waiting for Klickitat County Level 1 opening to schedule a visit to treaty fishing site to develop visual representations from the boat launch of the new bridge.
- Supplemental Draft EIS. Next draft continues to be developed as technical reports near completion.
- Geotechnical Borings. Continuing to work with USACE for permit for all 14 bore sites. DOTs have indicated that bores can be as far as 20' feet away from actual pier locations.

WSP CONTRACT CONTINGENCY REQUEST. The attached memo from WSP summarizes requested use of contingency for various tasks that have either been extended due to COVID, new findings requiring additional assessment, or longer than anticipated negotiations with agencies. WSP anticipates leaving \$37,000 in the contract contingency. The ODOT contingency remains untouched. Though the Executive Director can approve budget adjustments between "tasks." the Project Director will share the analysis and recommendation with the Commission at the next meeting.

BI STATE WORKING GROUP. The group met on Friday, May 29. Verbal report to be shared tonight. There was interest in formalizing the WG's standing and reviewing the key issues to be discussed over the next two years. The WG agenda is attached and staff will give a quick PowerPoint presentation on the issues being discussed.

OTHER ITEMS

- Contacted Reps. Walden and Herrera-Beutler's offices to encourage them to make calls to Secretary Chao supporting the Port's INFRA application. Hal Hiemstra believes USDOT may be in the process of narrowing the applications this month.

- Government Affairs contracts to be submitted for Commission review and approval at June 16 meeting.
- Klickitat County agreed to join the Port of Hood River as joint applicants for the BUILD grant. The letter of application is attached.
- The April 2020 WSP invoice is attached. The project is 65% complete and scheduled for July 2021 completion.

MEETING SCHEDULE

- Thorn Run Partners Check In, June 2
- Klickitat County Transportation Committee, June 3
- NEPA Coordination, June 11
- Thorn Run Partners Check In, June 16
- WSP Project Status Meeting, June 17
- OneGorge, June 24



MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, Project Manager, WSP
SUBJECT: Hood River Bridge Replacement Project: Estimated Contingency Task Use
DATE: May 27, 2020

As part of the 2019 cost to complete exercise, WSP and the Port agreed to move all unspent budget in Task 6.3 Geotechnical to a Contract Contingency Task. The purpose of this contingency was to provide budget for known and unknown future work that would be necessary to complete the EIS. Thus, in October 2019, a contract contingency of \$387,989.00 was established and authorized in Amendment 2 to the contract.

In February 2020, WSP requested a partial release of the contingency to increase the task budgets for the biological assessment and historic resources to address new work added to these tasks. The Port authorized this request in March 2020.

Additional work outside the current contract is expected as the Project advances. The table below itemizes the work and associated budget amount that WSP has requested and expects to request from the Contract Contingency. WSP will look for opportunities to conserve budget and minimize use of the Contract Contingency when possible.

DATE	AUTHORIZATION	WORK DESCRIPTION	AMOUNT
10/23/2019	Contract Amendment 2	Established Contingency	\$ 387,989.00
3/18/2020	Reallocation Memo	Biological Assessment	\$ (83,924.32)
3/18/2020	Reallocation Memo	Historic Resources Survey #2	\$ (19,000.00)
		Subtotal – Current Remaining Balance	\$ 285,064.68
<hr/>			
~Jun 2020	Reallocation Memo	Archaeological Survey #2	\$ (45,000.00)
~Jun 2020	Reallocation Memo	Historic Resources FOEs	\$ (8,000.00)
~Aug 2020	Contract Amendment 3	MOA & Mitigation Plan for Historic Res.	\$ (25,000.00)
~Aug 2020	Contract Amendment 3	Arch. DOEs, FOEs, TCPs, Reporting	\$ (25,000.00)
~Aug 2020	Contract Amendment 3	Geotech Prep for Borings, Permit Coord	\$ (20,000.00)
~Aug 2020	Contract Amendment 3	Extra review draft of SDEIS	\$ (25,000.00)
~Aug 2020	Contract Amendment 3	Project Mgt for additional 6-7 months	\$ (100,000.00)
		Subtotal – Estimated Remaining Balance	\$ 37,064.68

Purple italics are estimated budgets.

DOE: Determination of Eligibility; FOE: Finding of Effect; TCP: Traditional Cultural Property; MOA: Memorandum of Agreement; SDEIS: Supplemental Draft Environmental Impact Statement

DRAFT AGENDA

Bi-State Bridge Replacement Working Group Video Meeting

May 29, 2020 / 1:00-2:30p

Video Conference Credentials Sent via Email

Members: Betty Barnes (Mayor), City of Bingen; Marla Keethler (Mayor), City of White Salmon; David Sauter (Commissioner), Klickitat County; Rich McBride (Commissioner), Hood River County; John Everitt (President), Port of Hood River; Kate McBride (Mayor), City of Hood River; Kristi Chapman (Commissioner), Port of Hood River - *alternate*.

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

1.	Welcome	1:00
2.	Sen. King/Boswell Leg. Update	1:05
3.	BUILD Grant Update	1:20
4.	Siegel Presentation	1:25
	a. Long Term Governance Approach	
	b. BSWG/Interim Structure	
	c. Next Steps	
5.	Meeting Schedule	2:05
6.	Other Issues/Adjournment	2:10

* * * * *

ACTION ITEMS FROM MAY 1 MEETING:

1. Begin formalizing BSWG.
2. Increase meeting schedule.
3. Summarize governance criteria and show two most likely options (including one for deciding upon P3)
4. Identify individual(s) to talk about P3 criteria
5. Invite Sen. King for a legislative update

-###-

HOOD RIVER/WHITE SALMON INTERSTATE BRIDGE REPLACEMENT

Pre-Construction Phase 2

2020 BUILD TRANSPORTATION PLANNING GRANT APPLICATION

Submitted jointly by

Klickitat County (Wash.)



Port of Hood River (Ore.)

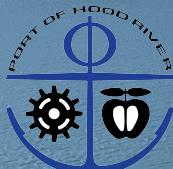


TABLE OF CONTENTS

Letter from Applicants	2
Project Description	3
Project Location	7
Grant Funds, Sources & Uses	9
Selection Criteria	12
Environmental Risk Review	25
Bibliography/Appendices	29

Submitted to USDOT on May 15, 2020

LEAD APPLICANT AND IDENTIFIED AWARD RECIPIENT:

Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031
Michael McElwee, Executive Director / Kevin Greenwood, Project Director, (541) 961-9517

Letter from Applicants



May 13, 2020

The Honorable Elaine L. Chao
Secretary, U.S. Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, D.C. 20590

RE: JOINT BUILD TRANSPORTATION PLANNING GRANT APPLICATION FOR THE
PHASE 2 REPLACEMENT OF THE HOOD RIVER/WHITE SALMON BRIDGE

Dear Secretary Chao,

The Port of Hood River and Klickitat County have jointly applied for a U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) Transportation Planning Grant program to fund design for the proposed Hood River – White Salmon Highway Bridge Replacement Project on SR-35, between the States of Oregon and Washington, across the Columbia River.

As part of the application, the applicants are required to express the specific contributions to the project aside from simply being a project partner.

Klickitat County has agreed to head the design selection committee (DSC) and the technical advisory committee (TAC) for the duration of the BUILD project. The Port of Hood River has agreed to contribute a \$1.25-million local match to the project and serve as the lead applicant, project manager and award recipient.

We look forward to working with your staff to begin the design of the replacement of this critical, but aging, interstate bridge.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that appears to read "David Sauter".

David Sauter, Commissioner
Klickitat (Wash.) County

A handwritten signature in blue ink that appears to read "Michael McElwee".

Michael McElwee, Executive Director
Port of Hood River (Ore.)



INVOICE

KEVIN GREENWOOD
PORT OF HOOD RIVER
1000 EAST PORT MARINA DRIVE
HOOD RIVER, OR 97031

Invoice Date: May 27, 2020
Invoice No: 959733
Project No: 80550A

Company Legal Name: WSP USA Inc.
Company Tax ID: 11-1531569

Project Name: Hood River Bridge Replacement
Project Manager: Angela Findley
Customer Order No: 2018-01
Invoice Description: Invoice 21 PE 30Apr20

Services provided from April 01, 2020 to April 30, 2020**Summary of Costs
by Top Task**

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced	Physical % Complete
0	Direct Expenses	\$38,323.82	\$0.00	\$30,019.82	\$30,019.82	\$8,304.00	78.33%	80.00%
1	Project Management	\$432,561.10	\$12,683.26	\$289,953.02	\$302,636.28	\$129,924.82	69.96%	70.62%
2	Public Involvement	\$256,595.91	\$828.92	\$142,727.93	\$143,556.85	\$113,039.06	55.95%	60.34%
3	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
5	Environmental	\$1,357,257.17	\$13,253.49	\$904,580.00	\$917,833.49	\$439,423.68	67.62%	67.61%
6	Engineering	\$496,229.60	\$2,369.88	\$364,380.48	\$366,750.36	\$129,479.24	73.91%	77.00%
7	Transportation	\$129,277.02	\$0.00	\$129,168.35	\$129,168.35	\$108.67	99.92%	100.00%
8	Permit Assistance	\$152,690.70	\$1,112.41	\$146,070.27	\$147,182.68	\$5,508.02	96.39%	98.38%
9	Contract Contingency	\$285,064.68	\$0.00	\$0.00	\$0.00	\$285,064.68	0.00%	0.00%
Totals		\$3,148,000.00	\$30,247.96	\$2,006,899.87	\$2,037,147.83	\$1,110,852.17	64.71%	65.76%

I hereby certify that the charges invoiced are true and correct and include only such charges as were directly incurred in the performance of the work on the project, have not been previously submitted, and are in accordance with the terms and conditions of the Agreement.

Angela Findley
Project Manager

Port of Hood River
Hood River Bridge Replacement

Invoice #:
Date:
Period:

	Budget	Current Invoice	Previously Invoiced	To-Date Invoiced	Amount Remaining	Financial % Complete	Physical % Complete	Performance Ratio (Phys/Fin)
0 Direct Expenses	\$38,323.82	\$0.00	\$30,019.82	\$30,019.82	\$8,304.00	78.33%	80.00%	1.02
DE Direct Expenses	\$38,323.82	\$0.00	\$30,019.82	\$30,019.82	\$8,304.00	78.33%	80%	1.02
1 Project Management	\$432,561.10	\$12,683.26	\$289,953.02	\$302,636.28	\$129,924.82	69.96%	70.62%	1.01
1.1 Project Management and Coordination	\$330,252.80	\$11,905.22	\$227,528.64	\$239,433.86	\$90,818.94	72.50%	70%	0.97
1.2 Client Progress Meetings	\$63,630.71	\$172.44	\$43,503.62	\$43,676.06	\$19,954.65	68.64%	77%	1.12
1.3 Consultant Team Coordination Meetings	\$28,749.78	\$605.60	\$14,473.44	\$15,079.04	\$13,670.74	52.45%	70%	1.33
1.4 Change Control	\$8,152.68	\$0.00	\$3,892.31	\$3,892.31	\$4,260.37	47.74%	50%	1.05
1.5 Risk Management	\$1,775.13	\$0.00	\$555.01	\$555.01	\$1,220.12	31.27%	63%	2.01
2 Public Involvement	\$256,595.91	\$828.92	\$142,727.93	\$143,556.85	\$113,039.06	55.95%	60.34%	1.08
2.1 Public Involvement Plan and Task Coordination	\$39,798.97	\$0.00	\$22,915.32	\$22,915.32	\$16,883.65	57.58%	63%	1.09
2.2 Stakeholder Interviews	\$18,619.47	\$0.00	\$18,619.47	\$18,619.47	\$0.00	100.00%	100%	1.00
2.3 Media Releases, Fact Sheets, and etc.	\$16,168.57	\$382.21	\$6,474.00	\$6,856.21	\$9,312.36	42.40%	50%	1.18
2.4 Social Media, Digital Ads and Videos	\$6,049.22	\$0.00	\$2,493.22	\$2,493.22	\$3,556.00	41.22%	50%	1.21
2.5 Project Website Support	\$16,262.88	\$42.36	\$7,728.10	\$7,770.46	\$8,492.42	47.78%	63%	1.32
2.6 Bridge Replacement Advisory Committee	\$53,745.92	\$86.22	\$23,397.45	\$23,483.67	\$30,262.25	43.69%	50%	1.14
2.7 Stakeholder Working Groups	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
2.8 Public Open Houses	\$56,759.44	\$0.00	\$24,372.44	\$24,372.44	\$32,387.00	42.94%	50%	1.16
2.9 Public Comments	\$8,339.58	\$0.00	\$1,287.69	\$1,287.69	\$7,051.89	15.44%	15%	0.97
2.10 Community Outreach Events	\$16,951.93	\$0.00	\$18,651.79	\$18,651.79	(\$1,699.86)	110.03%	100%	0.91
2.11 Environmental Justice	\$13,644.74	\$0.00	\$11,348.19	\$11,348.19	\$2,296.55	83.17%	67%	0.81
2.12 Status Reports	\$10,255.19	\$318.13	\$5,440.26	\$5,758.39	\$4,496.80	56.15%	70%	1.25
3 Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0.00%	n/a
3.1 Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
4 Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0.00%	n/a
4.1 Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
5 Environmental	\$1,357,257.17	\$13,253.49	\$904,580.00	\$917,833.49	\$439,423.68	67.62%	67.61%	1.00
5.1 Environmental Study Plan and Coordination	\$71,938.97	\$657.24	\$35,506.76	\$36,164.00	\$35,774.97	50.27%	70%	1.39
5.2 Agency Coordination	\$120,305.24	\$1,827.84	\$93,726.42	\$95,554.26	\$24,750.98	79.43%	80%	1.01
5.3 Methodology Memoranda	\$27,931.63	\$0.00	\$27,931.63	\$27,931.63	\$0.00	100.00%	100%	1.00
5.4 Technical Report, Technical Memoranda	\$356,870.93	\$438.16	\$371,711.41	\$372,149.57	(\$15,278.64)	104.28%	99%	0.95
5.5 ESA Section 7 Compliance	\$121,492.05	\$2,524.32	\$80,557.68	\$83,082.00	\$38,410.05	68.38%	75%	1.10
5.6 Cultural / NHPA Section 106 Compliance	\$185,804.57	\$7,727.75	\$114,885.29	\$122,613.04	\$63,191.53	65.99%	70%	1.06
5.7 Section 4(f)/Section 6(f)	\$29,852.80	\$78.18	\$14,916.36	\$14,994.54	\$14,858.26	50.23%	50%	1.00
5.8 Draft EIS Re-Evaluation	\$38,095.30	\$0.00	\$38,095.30	\$38,095.30	\$0.00	100.00%	100%	1.00
5.9 Supplemental Draft EIS	\$175,092.68	\$0.00	\$127,249.15	\$127,249.15	\$47,843.53	72.68%	66%	0.91
5.10 Responses to Comments on the 200	\$75,653.00	\$0.00	\$0.00	\$0.00	\$75,653.00	0.00%	0%	n/a
5.11 Mitigation Plan	\$25,845.00	\$0.00	\$0.00	\$0.00	\$25,845.00	0.00%	0%	n/a
5.12 Final EIS	\$92,497.00	\$0.00	\$0.00	\$0.00	\$92,497.00	0.00%	0%	n/a
5.13 Record of Decision, Notice of Availability	\$29,562.00	\$0.00	\$0.00	\$0.00	\$29,562.00	0.00%	0%	n/a
5.14 Administrative Record	\$6,316.00	\$0.00	\$0.00	\$0.00	\$6,316.00	0.00%	0%	n/a
6 Engineering	\$496,229.60	\$2,369.88	\$364,380.48	\$366,750.36	\$129,479.24	73.91%	77.00%	1.04
6.1 Engineering Coordination	\$125,749.84	\$121.04	\$90,491.18	\$90,612.22	\$35,137.62	72.06%	70%	0.97
6.2 Land Survey	\$14,012.50	\$0.00	\$14,012.50	\$14,012.50	\$0.00	100.00%	100%	1.00
6.3 Geotechnical	\$5,998.96	\$906.78	\$4,653.54	\$5,560.32	\$438.64	92.69%	100%	1.08
6.4 Hydraulics	\$25,128.28	\$0.00	\$25,495.26	\$25,495.26	(\$366.98)	101.46%	100%	0.99
6.5 Civil	\$151,962.76	\$436.01	\$109,643.49	\$110,079.50	\$41,883.26	72.44%	75%	1.04
6.6 Bridge	\$78,450.19	\$906.05	\$70,542.21	\$71,448.26	\$7,001.93	91.07%	91%	1.00
6.7 Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
6.8 Architecture and Simulations	\$62,941.39	\$0.00	\$48,881.62	\$48,881.62	\$14,059.77	77.66%	100%	1.29
6.9 Cost Estimating	\$31,985.68	\$0.00	\$660.68	\$660.68	\$31,325.00	2.07%	2%	0.97
7 Transportation	\$129,277.02	\$0.00	\$129,168.35	\$129,168.35	\$108.67	99.92%	100.00%	1.00
7.1 Methodology Memorandum	\$7,785.98	\$0.00	\$7,785.98	\$7,785.98	\$0.00	100.00%	100%	1.00
7.2 Data Review and Collection	\$11,308.30	\$0.00	\$11,308.30	\$11,308.30	\$0.00	100.00%	100%	1.00
7.3 Existing and Future No Build Conditions	\$42,068.26	\$0.00	\$42,068.26	\$42,068.26	\$0.00	100.00%	100%	1.00
7.4 Build Alternatives Analysis Update	\$27,668.08	\$0.00	\$27,668.08	\$27,668.08	\$0.00	100.00%	100%	1.00
7.5 Transportation Technical Report	\$39,137.15	\$0.00	\$39,028.48	\$39,028.48	\$108.67	99.72%	100%	1.00
7.6 Tolling/Revenue Coordination	\$1,309.25	\$0.00	\$1,309.25	\$1,309.25	\$0.00	100.00%	100%	1.00
8 Permit Assistance	\$152,690.70	\$1,112.41	\$146,070.27	\$147,182.68	\$5,508.02	96.39%	98.38%	1.02
8.1 Permit Plan and Coordination	\$31,091.25	\$0.00	\$28,579.71	\$28,579.71	\$2,511.54	91.92%	96%	1.04
8.2 In-water Permits for Geotechnical Investigations	\$17,143.38	\$1,112.41	\$16,511.17	\$17,623.58	(\$480.20)	102.80%	98%	0.95
8.3 US Coast Guard Permit	\$80,575.90	\$0.00	\$72,665.38	\$72,665.38	\$7,910.52	90.18%	100%	1.11
8.4 Columbia River Gorge National Scenic Area Permit	\$20,356.46	\$0.00	\$20,357.53	\$20,357.53	(\$1.07)	100.01%	100%	1.00
8.5 U.S. Army Corp of Engineers Permits	\$3,523.71	\$0.00	\$7,956.48	\$7,956.48	(\$4,432.77)	225.80%	75%	0.33
8.6 Washington State Permits – Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.7 Oregon State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.8 Washington Local Agency Permits (City of Hood River)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.9 Oregon Local Agency Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
9 Contract Contingency	\$285,064.68	\$0.00	\$0.00	\$0.00	\$285,064.68	0.00%	0.00%	n/a
9.1 2019 Contingency	\$285,064.68	\$0.00	\$0.00	\$0.00	\$285,064.68	0.00%	0%	n/a
Totals	\$3,148,000.00	\$30,247.96	\$2,006,899.87	\$2,037,147.83	\$1,110,852.17	64.71%	65.76%	1.02

Commission Memo



Prepared by: Michael McElwee
Date: June 2, 2020
Re: ED Report

The Executive Director's Report will be presented verbally at the meeting.

RECOMMENDATION: Information.

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Port of Hood River, Airport Advisory Committee Monthly Meeting

21 May 2020

4:00 PM- 5:30 PM

Virtual Meeting

MINUTES**PRESENT:** See Zoom meeting roster for full list of attendees.**REGRETS:** See Zoom meeting responses for list of regrets.**ABSENT:** None**CALL TO ORDER/OPENING REMARKS**

- The meeting was called to order at 4:00 PM. This meeting was recorded.

APPROVAL OF THE MINUTES FROM LAST MONTH

- No meeting minutes were provided from the last monthly meeting. Moving forward, meeting minutes will be sent out to all Airport Advisory Committee (AAC) members for corrections and additions.

ADDITIONS TO THE AGENDA

- No additional items were added to the agenda.

APPROVAL OF THE AGENDA

- Agenda was approved with no additions.

BUSINESS ARISING OUT OF THE PREVIOUS MEETING

- N/A

ITEMS DISCUSSED

- 2 AAC positions will be available in June. Interested individuals should apply through the port.
- AAC monthly meetings will continue to be conducted via Zoom in a virtual environment until further notice. As the county continues to open up, we will re-evaluate the potential for in person meetings.

Construction Report (Anne)

- Connect 6 construction has been completed off of Tucker Road. This was the only road closure. The rest of the project will be conducted on port property.

- Tapani has been working quickly with no unanticipated delays and is on schedule.
- North ramp is closed for aircraft parking. North ramp aircraft are currently parked in the gravel South of the runway between the TA maintenance and operations hangars. Barricades are currently in place to inform pilots of closed areas. Pilots can still get to WAAAM and the North hangars. Access points will change as the construction proceeds. Barricades will be used to manage flow.
- Waiting on the FAA for final word on the North apron paving project grant. The grant has been approved from the CARES act. Port is currently waiting to hear from the FAA the final amount of the grant as well as the date for funds.
- Port is making a point to focus on communicating construction related information in advance to North hangar tenants.

Fly Friendly

- Prior to the Oregon Stay-At-Home order, a plan was made to have a meeting with 3 AAC members and 3 community members to have a round table discussion regarding noise. This needs to be an ongoing effort with information flowing back to the port board. This round table is best conducted in person vice virtually via Zoom. The next port board meeting is in June which is too soon for the AAC to conduct a round table. The plan is to wait for the county to continue opening up before scheduling an in-person meeting. The following individuals are proposed to make up the first round table:
 - Dave
 - Ken
 - Stan (or other HRS representative)
 - Chris
 - Heather
 - Cindy

WAAAM (Judy)

- WAAAM has been busy working on catching up on administrative and housekeeping items. They are hoping to open once people start returning to Hood River. Approximately 85% of WAAAM visitors are out of town guests. Planning to open under Phase II of the State Reopening plan. Museums are in a gray area right now and it is unclear if they will be included in Phase II.
- No financial hardship at this time.
- Fly-In is not looking like it will happen at this time. No official cancellation notice.
- Traffic Jam has been cancelled. May explore the possibility of a driving Traffic Jam.

Ad Hoc

- Ken brought up the concern that some hangar tenants see port communications as harsh and somewhat authoritarian. Would like to think about ways to change this perception and discuss at the next monthly meeting.
- Anne mentioned that the port has been exploring spec hangars on the North ramp and plans for East end Box Hangars.

ACTION ITEMS

- Review T-Hangar lease and be ready to discuss how communications to tenants can be more professional.

ADJOURNMENT

- Meeting was adjourned at 4:45

NEXT MEETING DATE

- The next meeting is scheduled for 18 June 2020 at 4:00 PM. Location will be virtual via Zoom. The agenda and meeting link will be provided one week prior to the meeting.



KATE BROWN
Governor

May 28, 2020

TO: County Leaders
FROM: Governor Kate Brown
SUBJ: Process for Entering Phase II

Encountering this global pandemic here at home has dramatically changed the way Oregonians live and do business. Counties across Oregon took lifesaving steps in compliance with my Stay Home, Save Lives Executive Order. Now, Oregon is reopening, cautiously and thoughtfully, county by county, in a phased regional manner. This approach is guided by data and metrics to ensure that our public health infrastructure is adequate to safeguard the health and safety of Oregonians across the state, as we continue to respond to this public health crisis.

To date, most counties in Oregon have entered Phase I. To enter Phase I, a county must successfully demonstrate that it meets certain public health prerequisites in order to safely reopen business and public life. Likewise, to enter Phase II, a county must again ensure that crucial public health metrics have been satisfied.

This letter outlines the process for counties to request to enter Phase II of the reopening process. As prescribed in the A Safe and Strong Oregon, Executive Order 20-25, a county may only enter Phase II after 21 days in Phase I. A county may request to move into Phase II any time after 14 days in Phase I. If a county submits a letter of request and meets the criteria outlined below, it may be approved to move to Phase II.

A letter of request to move into Phase II must contain:

- The date the county is requesting to enter Phase II;
- A re-attestation that county first responders have sufficient Personal Protective Equipment (PPE);
- The number of trained contact tracers currently available to the county; and
- Any substantive changes to responses submitted in the Phase I application regarding meeting Phase I prerequisites.

Upon receiving a request, the Governor's Office and the Oregon Health Authority (OHA) will review the application and ensure that the original prerequisites remain satisfied and that additional criteria are met to enter Phase II. Both the original prerequisites and the additional criteria are listed below. For any county to enter Phase II, all of the following prerequisites and criteria must be met.

County Leaders
Process for Entering Phase II
May 28, 2020
Page 2

Original Prerequisites:

1. Over the previous 14-day period, the percentage of emergency department visits for COVID-19-like illnesses (CLI) for the state as a whole must be less than the historic average for flu at the same time of year.
**OHA tracks these data and will confirm that the state meets this metric.*
2. Over the previous 14-day period, a county must show stable or declining hospital admissions for COVID-19. (*This metric only applies to counties with more than 5 hospitalized cases in the last 28 days.)
**OHA tracks these data and will confirm whether the county meets this metric.*
3. A county must have an adequate Contact Tracing System, as previously defined.
**Include number of contact tracers in request to move to Phase II.*
4. In addition, a county must continue to maintain adequate isolation/quarantine facilities, a Minimum Testing Regimen, as previously defined, sufficient health care capacity to accommodate a 20% increase in suspected or confirmed COVID-19 hospitalizations, and sufficient PPE supply as reported to OHA's Hospital Capacity system.

Additional criteria required to enter Phase II:

OHA tracks these data. Counties should consider how they are meeting these criteria before requesting to move to Phase II, and describe mitigation efforts when criteria are not met.

5. Timely Follow-Up: A minimum of 95% of all new cases must be contact traced within 24 hours as reported in the state's ORPHEUS system over the previous 7 day and 14 day time periods.
6. Successful tracing: A minimum of 70% of new COVID-19 positive cases must be traced to an existing positive case over the previous 7 day and 14 day time periods.
7. No increase in incident cases or positivity:
 - a) There cannot be a five percent or greater increase in new cases in the county over the past 7 days; or
 - b) There cannot be a significant increase in the percentage of positive cases out of total tests taken in your county over the past 7 days.

**If a controlled outbreak in a group living or working facility is solely responsible for violating this criteria and where extensive follow-up testing and isolation has been successfully carried out, this criteria may be waived by the Governor with support from the Oregon Health Authority.*

If you feel you are ready to enter Phase II, please email me a letter signed by county management containing the information above to Jennifer.j.andrew@oregon.gov.



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March 26, 2020

Eric Walker, *Community Development Director*
Hood River County
601 State Street
Hood River, Oregon 97031

RE: Proposed Forestland Lease/Easement between Hood River County and Crystal Springs Water District

Mr. Walker:

I write on behalf of the Port of Hood River Commissioners to convey their support for the proposed forestland lease and easement between Hood River County and Crystal Springs Water District on TL 200 in T1S, R10E, Section 20 and TL 400 in T1S, R10E Section 21.

The planned use of the property, including for a reservoir, waterline and access road, will enhance reservoir storage and help maintain critical flows in CSWG's domestic water supply system.

The Port Commission recommends your approval of the lease and easement.

Sincerely,

Michael S. McElwee
Executive Director
Port of Hood River

cc: Port of Hood River Commissioners

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Commission Memo



Prepared by: Fred Kowell
Date: June 2, 2020
Re: Amendment to Resolution 2019-20-6

The attached Amendment to Resolution 2019-20-6 relates to paragraph 5, where it reads, "If the Port sends a bill to a non-Breezeby toll bridge customer who fails to pay the bill when due, the Port shall add a \$20 charge as a civil penalty."

Legal Counsel recommends an amendment to increase the civil penalty to \$25, the maximum amount allowed by law. Secondly, since Breezeby customers whose accounts have a negative balance are billed for unpaid tolls in the same way as non-Breezeby customers (cash customers), this amendment deletes the words "non-Breezeby" before the word "customer."

RECOMMENDATION: Amend Resolution 2019-20-6, increasing the civil penalty from \$20 to \$25 and deleting the word "non-Breezeby" in paragraph 4.

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RESOLUTION NO. 2019-20-6**A RESOLUTION AUTHORIZING AND CLARIFYING COLLECTION AMOUNTS AND COLLECTION PROCEDURES FOR NON-BREEZEBY TOLLS UTILIZING A LICENSE PLATE RECOGNITION SYSTEM**

WHEREAS, the Port Commission passed Resolution No. 2019-20-5 on April 7, 2020 ("Prior Resolution") that authorized collection of tolls, toll costs and penalties from non-BreezeBy toll customers whose vehicles cross the Port's toll bridge, using the Port's license plate recognition system; and

WHEREAS, the Port Commission wishes to clarify amounts and descriptions of those tolls, collection costs and penalties to be charged:

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF HOOD RIVER THAT:

1. To the extent there is conflict with any provision in this Resolution and a provision in the Prior Resolution provisions of this Resolution will be followed. Any provisions in this Resolution that supplement provisions of the Prior Resolution will also be followed.
2. The Port shall charge owners of vehicles who do not have a BreezeBy account a toll based upon the Class of Vehicle as per Resolution 2017-18-2 in Attachment A, if paid to a toll taker at the time of crossing, or shall be charged the toll plus administrative fees per crossing if a bridge toll is not paid at the time of crossing.
3. The Port shall use its license plate recognition system to charge tolls and related costs to owners of vehicles who do not use BreezeBy to pay bridge tolls.
4. In addition to charging persons who do not have a BreezeBy account if a toll is not paid directly when crossing the bridge, the Port shall charge an administrative fee of \$3 per crossing to cover Port non-Breezeby tolling costs.
5. If the Port sends a bill to a ~~non-Breezeby~~ toll bridge customer who fails to pay the bill when due, the Port shall add a \$2025 charge as a civil penalty.
6. If the owner of a vehicle registered in Oregon which crosses the bridge has not paid the toll due when crossing, or fails to pay a toll bill or a late payment civil penalty when due, the Port shall notify the Oregon Department Of Motor Vehicles of non-payment, and provide vehicle and owner information, to authorize the DMV to place a hold on the vehicle license plate registration until Port toll and penalty amounts owed are paid in full.

PASSED by the Board of Commissioners of the Port of Hood River this 14th day of April 2020.

(Commissioner Signatures On Next Page)

Commission Memo



Prepared by: Fred Kowell
Date: June 2, 2020
Re: Amendment No. 3 – PAM, LLC

The Goods and Services Agreement with Professional Account Management, LLC needs to be revised to align with ORS 381.312 (1) which only recognizes three types of toll related charges: “toll, administrative fee and civil penalty in connection with the bridge.” ORS 383.035 depicts the amount of the civil penalty of not more than \$25. This amendment to the contract brings the contract in line with the above ORS and the amendment to Resolution 2019-20-6 that is an action item for tonight’s meeting.

RECOMMENDATION: Approve Amendment No. 3 to the Goods and Services Agreement with Professional Account Management, LLC.

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Goods and Services Agreement AMENDMENT #003

THIS AMENDMENT to the Goods and Services Agreement is made and entered into by and between The Port of Hood River (the “Client”) and Professional Account Management, LLC (“PAM”).

WHEREAS, the Client and PAM entered into the Goods and Services Agreement on or about April 10, 2018 (the “Agreement”) for which Client contracted with PAM to manage the processing and collection of Client’s parking citation accounts and debts (“Parking Services”); and

WHEREAS, the Client and PAM executed Amendment #002 on or about April 8, 2020,

WHEREAS, the Client and PAM desire to amend the Agreement for additional definition of the financial terms related to toll license plate recognition enforcement and collection services (“Tolling Services”).

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services – Tolling Services

The Tolling Services shall be performed in accordance with Attachment A – Scope of Services, with compensation and fees in accordance with Attachment B – Pricing. Both Attachments A and B are attached hereto and incorporated by reference. The term of the Tolling Services shall be as identified in Attachment A. The Tolling Services shall be non-exclusive and nothing in this Amendment shall prohibit either party from performing themselves or contracting with other third parties for toll license plate recognition enforcement or collection services.

The Tolling Services addressed in this Amendment and in Attachments A and B are separate and distinct from the Parking Services that PAM has and will continue to perform for the Client. For the avoidance of doubt, the Tolling Services shall be subject to only the body of the Goods and Services Agreement, this Amendment, and Attachments A and B to this Amendment. Any other documents that may form part of the Agreement as it relates to Parking Services (including Schedules A – D) are not applicable to the Tolling Services.

2. Removal of Contractual Indemnities

Section 6 entitled “Indemnification” in the body of the Goods and Services Agreement is deleted and removed from the Agreement in its entirety.

3. Miscellaneous

This Amendment may be executed in one or more counterparts, which may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument. Except as amended and/or modified by this Amendment, all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, any of the terms and provisions of the Agreement are hereby amended and/or shall be interpreted to the extent necessary and so as to give effect to the purpose and intent of this Amendment. Nothing in this Amendment shall in any way amend, alter, or modify the Parking Services.

IN WITNESS WHEREOF, the parties have executed this Amendment.

PORT OF HOOD RIVER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A – SCOPE OF SERVICES, TOLLING SERVICES

(a) DMV Registered Owner Lookup

Upon receipt of transaction data, PAM will utilize its interfaces with the various 51 state DMV agencies to obtain the vehicle registered owner. Specific DMV access would be subject to any requirements or restrictions imposed by certain DMVs (such as completion of state-required paperwork, restriction of release of data to non-public entities, etc.)

Other information regarding this service:

1. Data will be exchanged using PAM's secure FTP site.
2. PAM will provide data format.
3. For states that require additional formal agreements (noted with * on the list below) PAM will supply the necessary state forms required to be completed and executed by the requesting entity and assist with the documentation flow.
4. PAM will supply forms for Nlets ORI/S-ORI access (National Law Enforcement Telecommunication System, Originating Agency Identifier) with either full or restricted access, indicated by an "S"). The Nlets database provides integrated access to multiple state DMVs. Full or restricted access is granted by the Nlets organization based on the requesting agency's law enforcement authority level.
5. Connecticut requires that all notices sent to citizens be reviewed by the DMV prior to access approval.
6. Turnaround times below are approximate and are not guaranteed, based on state agency responsiveness.
7. Not all states release data to non-public entities.

DMV Registered Owner Information Approximate Turnaround Times by State			
	1– 10 Day Retrieval	Available With Nlets S-ORI	Available With Nlets Full ORI
Alabama	Missouri	Utah	Hawaii
Alaska	Montana		New Hampshire
Arkansas	Nebraska		Pennsylvania
Arizona	Nevada		
California*	New Jersey		
Colorado	New Mexico		
Connecticut*	New York*		Canadian:
Delaware	North Carolina		Alberta
Florida	North Dakota		British Columbia
Georgia	Ohio		Manitoba
Idaho	Oklahoma		Ontario
Iowa*	Oregon*		
Illinois*	Rhode Island		
Indiana	South Carolina		
Kansas	South Dakota		
Kentucky	Tennessee		
Louisiana	Texas		
Maine	Vermont		
Maryland	Virginia*		
Massachusetts	Washington		
Michigan*	West Virginia		
Minnesota	Wisconsin		
Mississippi	Washington, DC		

*Requires state forms to be completed

(b) Debt Collection – updated May, 18 2020

- 1.1. Agreement to Collect. PAM agrees to provide debt collection services to Client in compliance with all applicable laws, regulations, licensing and bonding requirements. To the extent necessary to enable PAM to comply with applicable laws and standards in the collection industry, the Client agrees to the following: (i) to reasonably cooperate with PAM and provide reasonably necessary information it has regarding debts placed for collections, (ii) that debts placed with PAM are accurate and correct to the best of the Client's knowledge, (iii) that reasonable steps will be taken to report disputes, appeals, validation requests, and defenses of debtors to PAM (including any information regarding the bankruptcy, death, legal disability or other defenses), and (iv) to cooperate with PAM in the event of any changes in law or rules that may impose new or additional obligations on PAM.
- 1.2. Documentation of Accounts/Financial Reporting. PAM will provide monthly, detailed reports of collection activity related to Debts. The reports include the principal amount of the Debt; amounts collected to date including any allowable fees, costs and interest; dispute

information, requests for validation by debtor; agreements by the debtor regarding future payments, bankruptcy, death or legal disability of the debtor, amount of commission retained by PAM, amount remitted to the Client and amount remitted to others under this Agreement.

- 1.3. **Insurance and Bond Coverage.** PAM will maintain at least the minimum level of insurance and bond coverage required by ACA or state law, whichever is greater, in all jurisdictions in which engaged in collection activity under this Agreement.
- 1.4. **Trust Account.** PAM warrants that it will maintain a trust account as required by state law while PAM is engaged in collection activity under this Agreement.
- 1.5. **Methods and Compliance.** PAM uses ordinary and reasonable collection efforts as permitted by law and will at all times comply with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA) and all applicable state, federal and local laws and regulations applicable to collections under this Agreement.
2. **Legal Process.** Client reserves sole right and authority to place Debts in litigation, including Debts subject to a forwarding agreement. Client may authorize PAM in writing to retain an attorney and commence litigation on behalf of Client, subject to separate terms and conditions mutually agreed in writing between the Parties. At no time, nor in any case, does PAM accept any responsibility or liability for any expenses, fees, or damages or any costs or liability related to legal process or use of an attorney to collect Debts.
3. **Cost and Fees**
 - 3.1. **Collection Fee.** The cost of collection services described in this Agreement is percentage-based contingent on Debts collected. A Debt placed for collection with PAM or with an attorney to obtain judgment or otherwise satisfy payment of the Debt is subject to a fee of 30% of the amount actually collected (Collection Contingency Fee) by PAM. The Collection Fee is in addition to any and all other costs including but not limited to court costs, sheriff's fees, interest, late fees, investigatory fees, or other costs incurred directly or indirectly by PAM in collection of amounts owed under this Agreement.
 - 3.2. **Interest and Fees on Debts.** Client hereby authorizes PAM to add interest, civil penalties, litigation and legal process fees, court costs, attorney fees and other such expenses relating to the collection of Debts as provided by law or debtor contract and to collect this amount from the debtor. Such amounts are considered part of the total original amount placed for collection.
 - 3.3. **Remittance.** Amounts due Client based on one (1) calendar month of collections will be remitted to Client by the fifteenth (15th) day of the following month. PAM will provide a report of collection activities to Client, up to and including the date of any expiration or termination of this Agreement within thirty (30) calendar days of expiration or termination.
 - 3.4. **Reimbursement and Set off.** Any fees, costs or expenses incurred by PAM in the course of collection of Debts will be set off against amounts due Client for Debts collected. Should funds collected be insufficient for payment in full through set off, Client understands and acknowledges that PAM will invoice Client for all such costs and expenses.
4. **NSF and Disputed Payments.** In the event that any Debts reported to Client as paid are subsequently returned NSF or reversed as disputed, PAM will reverse the amount of such Debt payment and all fees taken on such payment from the current month's billing statement.
5. **Authorization To Forward Accounts.** PAM may forward any of Client's Debts to another collection agency if the debtor has moved out of the general business area of PAM, and such other collection agency shall have authority to exercise all ordinary and reasonable collection efforts as

permitted by law, and shall remit any payments made to PAM less agreed commissions, and PA shall then remit to Client less any agreed commissions.

6. Right To Withdraw Accounts or Termination. Client may request the return of any Debts not yet collected provided thirty (30) calendar days advance written notice (Notification Period). PAM agrees to return Debts not collected by the end of the Notification Period along with appropriate financial records of the Debts including amounts collected, commission retained, additional fees, interest and charges added, and a detailed statement of expenses incurred by PAM on behalf of Client. In the event of termination of this Schedule or the Agreement, the Client will pay all amounts due under this Agreement on Debts that have been collected through the end of PAM's business day on the date of termination.
7. Assignment and Process. PAM will accept assignment of Debts in accordance with the following business rules;
 - 7.1. Have reached delinquent status
 - 7.2. where first notice mailed
 - 7.3. all penalties applied
8. Collection Letters. PAM will propose collection letters to Client for review, edit and approval. Collection letter types may include Notice of Assignment to Collection Agency, Demand for Payment, Pending DMV Hold, or Pending Tax Offset (where applicable). Letters may also be provided in the form of email and text message communication.
9. Skip Tracing. PAM will provide skip trace services where required to locate violators a current address for all Debts.
10. Customer Service. PAM will provide a toll-free Customer Service number listed on all correspondence for violators to contact PAM for any reason.
11. Debtor Dispute Resolution. PAM will provide dispute resolution services, in accordance with business rules established by Client, to review violator claims of non-liability and forward accounts to Client where PAM has determined a valid reason for dismissal. Client, at its sole discretion, will make final decisions on such matters and update the AutoPROCESS System to reflect such decision.
12. Lockbox Remittance Processing. All PAM Collection letters include a return remittance envelope addressed to PAM's remittance processing center. PAM will provide lockbox remittance processing of all payments and update the AutoPROCESS System on a daily basis.
13. Bank Account. PAM will maintain a bank account in the name of PAM and Client (Bank) for deposit of all revenue received directly from lockbox, internet and IVR payment sites. The Bank will be available for inspection at any time by Client through on-line access.

ATTACHMENT B – PRICING, updated May 18, 2020

Service Description	Fee
Interface and processing of Out-of-State DMV Registered Owner Data to vehicle databases	\$1.10 per name and address returned, aka “hit”
Delinquent Collection Fee	30.00% of revenue collected
Online Payment Processing through web Phone Interactive Voice Response System technologies	<p>\$2.95 Convenience Fee per invoice paid via web or IVR system</p> <p>Note – this Convenience Fee would be payable by the motorist upon their choice to use the optional web or IVR payment channels. Other payment channels without a convenience fee will also be available.</p>

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Commission Memo



Prepared by: Anne Medenbach
Date: June 2, 2020
Re: FAA Grant Agreement for AIP Funds

The Port applied for an Airport Improvement Project (AIP) grant through the Federal Aviation Administration (FAA) on April 1, 2020. The AIP is an annual process and every fall, staff meets with FAA and ODA representatives to review upcoming AIP projects. Those project budgets are set at a federal level. As a project goes through final design and bidding, the project amount typically is different than the budget. Non-Primary Entitlement (NPE) funds are allotted to each airport annually in the amount of \$150,000 and can be used to reimburse the Port for the AIP project costs that exceed the FAA grant amount.

In the case of the North Apron Rehabilitation Project grant, three significant changes were made to the attached grant agreement which differs from the initial grant proposal:

1. Due to a provision in the CARES Act, the Port will not have to provide the normally required 10% match (\$257,702).
2. Also due to the CARES Act, the Port will not have to reimburse the project with \$600,000 of NPE funds.
3. The project bids came in over budget, and the FAA will cover 100% of the costs for the project. The initial amount budgeted was \$1,977,777.78 (\$600,000 under the actual cost).

Commission approval of this grant agreement will ensure sufficient funding for the N. Ramp Rehabilitation Project and allow construction to commence immediately with Tapani, Inc.

RECOMMENDATION: Approve grant agreement with the Federal Aviation Administration for the North Apron Rehabilitation Project in the amount of \$2,577,028.

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U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Oregon - Washington

Seattle Airports District Office
2200 S. 216th St.
Des Moines, WA 98198

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

Dear Mr. McElwee:

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0026-013-2020 the Ken Jernstedt Airfield in Hood River, Oregon. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than June 24, 2020 , in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- A final, .pdf copy of the grant will be e-mailed once all parties have signed.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Seattle Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Ian Bradshaw is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ian Bradshaw at (206) 231-4142.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



William C. Garrison
Acting Manager
Seattle Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Federal Award Offer Date	May 28, 2020
Airport/Planning Area	Ken Jernstedt Airfield – Hood River, Oregon
AIP Grant Number	3-41-0026-013-2020 (Contract Number: DOT-FA20NM-0076)
Unique Entity Identifier	089452262

TO: Port of Hood River, Oregon
 (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated , for a grant of Federal funds for a project at or associated with the Ken Jernstedt Airfield, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ken Jernstedt Airfield (herein called the "Project") consisting of the following:

Reconstruct north apron; Expand north apron;

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one-hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,577,028.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning
\$2,577,028 airport development or noise program implementation; and,
\$0 for land acquisition.

- 2. Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 5. Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 6. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 7. Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 24, 2020, or such subsequent date as may be prescribed in writing by the FAA.
- 8. Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request,

all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

10. **System for Award Management (SAM) Registration And UniversalIdentifier.**

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects if funds are available;
- C. May be increased by not more than 15 percent for land project if funds are available.

17. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

18. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

19. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 4, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

22. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 23. Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
- 24. Environmental.** The environmental approval for this project was issued on October 14, 2018. This project includes the following mitigation measures:

Constructing new wetland south of Jeanette Road.

The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

25. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

26. Project which Contain Paving Work in Excess of \$500,000. The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

27. Grant Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

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If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

William C. Garrison
(Typed Name)

Acting Manager

Seattle Airports District Office
(Title of FAA Official)

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PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 2nd day of June, 2020.

Port of Hood River, Oregon

(Name of Sponsor)

Michael S. McElwee

Michael S. McElwee (May 28, 2020 18:02 PDT)

(Signature of Sponsor's Authorized Official)

Michael S. McElwee

(Typed Name of Sponsor's Authorized Official)

By: Executive Director

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____(location) this _____ day of _____,

By: _____

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



**FAA
Airports**

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.¹²
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Name of Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- e. Required Contract Provisions.
- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars_and_policies/
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Commission Memo



Prepared by: Anne Medenbach
Date: June 2, 2020
Re: North Apron Rehabilitation Project Contract

The bidding process for the North Apron Rehabilitation Project closed on March 31st. This project is funded by the FAA and completes the wetland mitigation started in the ConnectOregon VI ("COVI") project and expands and rehabilitates the existing entire North Apron paving to meet the COVI project to the north. Due to a delay with the FAA, the grant agreement that provides funding for this contract was not received until May 28 but is an action item on tonight's agenda. If approved, this contract may also be approved.

Three companies bid on the work and the results are as follows. (Bid Tabulation Sheet attached).

Tapani Inc.	\$2,192,808.00
Crestline Construction Inc.	\$2,443,289.88
Beam Excavating Inc.	\$2,659,238.00

The original budget was \$1,977,778.

A notice of intent to award was published on April 8th, the protest period concluded on April 14th. Once the contract is approved and all contract documents are received, staff will issue a notice to proceed, which will likely occur the week of June 8th.

RECOMMENDATION: Approve public works contract with Tapani, Inc. for the North Apron Rehabilitation Project not to exceed \$2,192,808.

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Bid Tabulation

Ken Jernstedt Airfield North Apron Rehabilitation Project

Bid Opening at 2:00 PM– Port of Hood River Boardroom – Tuesday, March 31, 2020

BIDDER	Base Bid	Bid Alternate #1	Bid Alternate #2	Total bid including alternates	Bid proposal	Contractor Registration Form	Bid Bond	Power of Atty	Certification of non segregated	EEO Statement	Restrictions to Federal projects	Bidders certification	Letter of intent	Buy American cert	Bidders list	Subcontractors disclosure
Tapani Inc. 4	\$1,979,230.1 4	\$197,741.86	\$20,836.00	\$2,192,808.0 0	x	X	X	X	x	x	x	x	x	x	x	x
Crestline Construction	\$2,085,493.0 0	\$335,711.88	\$22,085.00	\$2,443,289.8 8	x	x	X	X	x	c	x	x	x	x	x	x
Beam Excavating Inc.	\$2,131,630.2 5	\$501,153.75	\$26,454.00	\$2,659,238.0 0	X	x	x	X	X	x	x	x	x	X	x	x

These bid results are preliminary only. They do not represent final results.

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**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

This Contract entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and Tapani Inc. ("CONTRACTOR"), shall become effective when this Contract has been signed by both parties and the Port has issued to CONTRACTOR a Notice to Proceed with the Work.

WITNESSETH:

WHEREAS, CONTRACTOR, having examined the Work site and become familiar and satisfied with conditions, has submitted an acceptable bid to construct the Ken Jernstedt Airfield South Parallel Taxiway and Apron Rehabilitation Project on PORT property in Hood River, Oregon 97031 ("Work"); and,

WHEREAS, the parties hereto desire that this Contract be undertaken and completed on the terms and conditions as hereafter set forth;

THEREFORE, IT IS AGREED AS FOLLOWS:

Terms of Performance

CONTRACTOR agrees to perform the described Work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the Work at the designated location in accordance with all terms specified in the Contract Documents, which by this reference are incorporated herein, including the following:

- A) Invitation to Bid
- B) Instructions to Bidders
- C) Bid Proposal
- D) Bid Sheet
- E) First-Tier Subcontractor Disclosure Form
- F) Bid Bond Form
- G) Certification of Nonsegregated Facilities
- H) Bidder's Statement on Previous Contracts subject to EEO Clause
- I) Performance Bond
- J) Payment Bond
- K) Certificate of Insurance
- L) General Conditions of Public Works Contracts
- M) FAA General Provisions
- N) Special Provisions
- O) Notice of Intent to Award
- P) Notice to Proceed
- Q) Payment of Prevailing Wages Rates
- R) Drawings prepared for/or issued by PORT
- S) Specifications prepared for/or issued by PORT
- T) All affidavits and certifications submitted by CONTRACTOR as part of CONTRACTOR's Bid Documents, which affidavits and certifications CONTRACTOR agrees will remain effective throughout the term of this Contract.

Contract Price:

Subject to the provisions of all Contract Documents and in consideration of the faithful performance of the terms and conditions thereof by the CONTRACTOR, PORT agrees to pay CONTRACTOR 2,192,808.00, in the manner and at the times provided in the Contract Documents. The Contract price is for completing the Work. No alternates are included.

Contract Dates:

Project Start Date: 10 calendar days from issuance of Notice to Proceed.

Substantial Completion: 115 total calendar days from Project Start Date, See Phasing Plan for individual Work Area durations

Liquidated damages

If the CONTRACTOR fails to complete the Work within the time specified or within any extension of time agreed to by both parties in writing, CONTRACTOR shall pay liquidated damages of \$1000.00, for each day of delay beyond the completion day identified above. (If no dollar amount is specified this paragraph shall not apply to this Contract.)

Representatives

Unless otherwise specified in the Contract Documents, the Port designates Michael McElwee, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Port. Contractor has named _____ its Authorized Representative to act on its behalf.

Integration

The Contract Documents and this Contract constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Contract on _____,
2020.

CONTRACTOR

By _____

Its _____

PORT OF HOOD RIVER

By Michael S.McElwee _____

Its Executive Director _____



**FAA
Airports**

Combined Federal Contract Provisions

Contents

A1	ACCESS TO RECORDS AND REPORTS.....	2
A2	AFFIRMATIVE ACTION REQUIREMENT	2
A3	BREACH OF CONTRACT TERMS	3
A4	CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS	4
A5	CIVIL RIGHTS – TITLE VI ASSURANCE.....	4
A6	CLEAN AIR AND WATER POLLUTION CONTROL	7
A7	CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS ...	7
A8	COPELAND "ANTI-KICKBACK" ACT.....	8
A9	DAVIS-BACON REQUIREMENTS.....	8
A10	DEBARMENT AND SUSPENSION	15
A11	DISADVANTAGED BUSINESS ENTERPRISE.....	16
A12	DISTRACTED DRIVING	17
A13	ENERGY CONSERVATION REQUIREMENTS	17
A14	EQUAL EMPLOYEMENT OPPORTUNITY (EEO)	17
A15	FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)	24
A16	LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	25
A17	OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.....	26
A18	PROCUREMENT OF RECOVERED MATERIALS	26
A19	TERMINATION OF CONTRACT	27
A20	TRADE RESTRICTION CERTIFICATION	28
A21	VETERAN'S PREFERENCE.....	29

CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	2.9%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout

the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Oregon, Hood River County, Hood River.

A3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 CIVIL RIGHTS - GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Port of Hood River in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment,

each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A6 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of

Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.
 - (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit

them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A10 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a

"covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website:
<http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Port of Hood River to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor 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 Department of Transportation-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 Owner 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.

Prompt Payment (§26.29) – 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 subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame 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.

A12 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

A14 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such

action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with

these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company

newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the

EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A19 TERMINATION OF CONTRACT

TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

A20 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A21 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

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Commission Memo



Prepared by: Anne Medenbach
Date: June 2, 2020
Re: Century West Construction Management Contract

Century West Engineering Corporation has completed the design and FAA coordination for the North Apron Rehabilitation Project. This new contract is for Construction Management services required by the FAA and included in the FAA AIP grant agreement.

As part of the grant process, staff completed an Independent Fee Estimate ("IFE") which provided a cost to compare to the proposal submitted by Century West. This IFE came in slightly over what Century West proposed and therefore provides assurance that the cost is in line with typical services.

Century West would begin providing these services as soon as the FAA grant agreement and the Tapani, Inc. contract are executed and needs to be approved simultaneously.

RECOMMENDATION: Approve Contract with Century West Engineering Corporation for construction management services for the North Apron Rehabilitation Project not to exceed \$205,546.85.

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Task Order Number 7**KEN JERNSTEDT AIRFIELD****NORTH APRON REHABILITATION PROJECT****CONSTRUCTION INSPECTION SERVICES****May 28, 2020**

This Task Order is made effective as of June 3rd, 2020 under the terms and conditions established in the Personal Services Contract, dated May 21, 2014 (the Agreement), between **Port of Hood River (Owner)** and **Century West Engineering Corporation (CWEC)**. This Task Order is made for the purpose of: providing construction inspection services for the FAA AIP funded North Apron Rehabilitation Project at Ken Jernstedt Airport.

GENERAL

The scope of the project is to provide construction inspection services for proposed improvements at Ken Jernstedt Airfield. Plans, technical specifications, and bidding documents will be prepared for bidding/solicitation of the work. Construction administration and observation services will be provided under a separate agreement.

The Airport Layout Plan, approved in May of 2018, identified the North Apron area for redevelopment and rehabilitation. As part of a separate project, the area to the North of the existing apron is being developed in anticipation of a new FBO building and a relocation of the existing FBO's operations to the North side of the airport. This project will include a rehabilitation of the existing apron pavement and a reconfiguration of the apron geometry to include parking positions, apron taxilanes, and taxiway connections as shown on the ALP. Part of the reconfiguration includes elimination of a direct access taxi route from apron to runway. Also as part of this project, the construction of the mitigation site identified in the recently approved Environmental Assessment will also be completed to address wetland impacts resulting from this project. The mitigation site will be located just to the East of the apron area and will primarily be excavated to rough grades by others prior to beginning this project but completed along with the North Apron Rehabilitation Project.

The improvements to be inspected during this project include:

1. Construct two (2) taxiway connections to the existing North parallel taxiway and remove the direct apron connection to Runway 7.
2. Construct pavement underdrains and storm water conveyance for the new taxiway and apron pavements.
3. Rehabilitate and reconfigure the North parking apron as shown on the 2018 ALP
4. Construct taxiway and apron pavement markings for the new configuration.

5. Install new L-853 elevated reflectors for all new taxiways and at apron edges.
6. Fine grade and install plantings, drainage structures and an irrigation system for the wetland mitigation site.

PHASE I – PRELIMINARY DESIGN SERVICES

These services were performed previously under a separate agreement or work order.

PHASE II – FINAL DESIGN AND BIDDING

These services are being performed under a separate agreement or work order.

PHASE III – CONSTRUCTION SERVICES

Task 1 Project Management

1. Finalize work scope, schedule, and negotiate contract with the Port.
2. Carry out project administration during construction including, but not limited to monitoring construction and project schedules, coordination of project with the Port and FAA, monitoring and reporting technical and budget issues to the Port and FAA, preparation of monthly Century West Engineering invoices for submittal to the Port.
3. Assist the Port with information for use in Quarterly Progress Reports to the FAA.

Task 2 Construction Inspection and Support Services

1. Prepare a Construction Management Plan.
2. Facilitate and conduct a preconstruction conference at the airport. The meeting will be conducted by the project manager. The project manager and the resident inspector or project engineer will attend the meeting.
3. Century West Engineering shall prepare and submit weekly inspection reports to the FAA and the Port. Daily inspection reports will be prepared by the Resident Inspector each day the Resident Inspector is on site. Copies of daily inspection reports will be submitted to the Port. Assume 17 weekly submissions to the FAA.
4. Provide on-site observation during the project construction period. It is assumed that the construction period is 115 calendar days (16 weeks) until substantial completion and 15 calendar days (2 weeks) until final acceptance. An allowance of 50 hours a week will be made for on-site observations including travel to and from the site.

On-site activities include observing and reviewing contractor work for conformance with the contract documents, making field measurements, preparation of inspection reports, photographic documentation, addressing field questions, monitoring construction progress, conducting wage rate interviews, assembling and negotiating change orders (if required) and field verification of construction quantities for pay requests.

5. Up to 8 visits will be made to the site during construction by the project manager. Up to 8 visits will be made to the site during construction by the project engineer.
6. Answer questions, provide clarifications, and prepare change orders. An allowance of 4 hours per week (over a 115 calendar day, 16 week period) will be made to cover this effort.

The Port and Century West Engineering recognize that construction is not controlled by Century West Engineering and that the compensation for services during construction is dependent on the actual construction time expended by the Contractor and unforeseen issues or delays that arise during the construction phase of the work, or outside the scope of this contract. The Port and Century West Engineering agree to negotiate additional time for questions and clarifications should the allowance be expended prior to final completion of the project. Any additional time negotiated will be agreed to in writing by both parties and will be amended to this scope of work.

7. Review contractor submittals for conformance with the contract documents. An allowance of 28 hours is made for this task.
8. Coordinate required closures and Notice(s) to Airmen (“NOTAMs”) with the Port. The Port will issue all NOTAMs.
9. Conduct weekly construction meetings with the Port, Project Manager/Engineer, Construction Superintendent, Construction Foreman, any pertinent subcontractors, Resident Inspector, and any other pertinent shareholders. Agenda shall be distributed prior to the meeting and minutes shall be distributed after conclusion of the meeting.
10. Prepare and confirm monthly construction pay estimates and submit to the Port. An allowance of 24 hours is made for this task.
11. Conduct quality assurance testing. Provide testing personnel and equipment necessary to perform quality assurance testing. Actual effort may vary depending on how the construction work is phased and executed. Additional testing, if required, will be conducted as extra work under an amendment of this scope if necessary.
12. Conduct and document periodic wage rate interviews.

Task 3 Final Inspection and Closeout

1. Conduct a final inspection with the Port, FAA, and contractor.
2. Prepare punch list items as necessary.
3. Prepare a final Construction Report in accordance with FAA requirements. Prepare administrative FAA forms, project close out, and sponsor certification forms for submittal to FAA by the Port.
4. Provide record drawings and as constructed information to the Port in hardcopy (reproducible) and electronic format (AutoCad).

Update the Airport Layout Plan with “as-constructed” information. (Utilize existing CAD drawing supplied by the Port.) Provide hardcopy and CAD copies to the Port. Three (3) signed copies shall be submitted to FAA for signature.

SCHEDULE FOR SERVICES

CWEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

CWEC anticipates Notice-To-Proceed for this Scope of Services March 27, 2020 and anticipates task completion by December 31, 2020. Detailed schedule is attached as Exhibit A.

COMPENSATION

In return for the performance of the foregoing obligations, Owner shall pay to CWEC the not to exceed amount of **\$205,546.85** based on the attached Fee estimate attached as Exhibit B.

IN WITNESS WHEREOF, Owner and CWEC have executed this Task Order.

PORT OF HOOD RIVER
(Owner)

Signature _____

Name _____

Title _____

Date _____

Century West Engineering Corporation
(CWEC)

Signature _____

Name _____

Title _____

Date _____

<p style="text-align: center;">Port of Hood River - Ken Jernstedt Airfield - North Apron Rehabilitation Project Construction Inspection Services - Fee Estimate</p> <p style="text-align: center;">CWE Contract 12399.016.01 CENTURY WEST ENGINEERING CORPORATION 5/28/20</p>								
	<i>Principal Engineer</i>	<i>Sr. Project Manager</i>	<i>Project Engineer</i>	<i>Resident Engineer</i>	<i>CADD Designer</i>	<i>Clerical</i>	Total Hours	Total Fees
	\$252.00	\$191.00	\$106.00	\$96.00	\$92.00	\$80.00		
Phase 3 - Construction Services								
Task 1: Project Management Finalize Work Scope, schedule and negotiations Construction administration Assist with Quarterly Progress Reports	2 0 0	8 36 2	2 10 8	0 0 0	0 0 0	2 18 2	14 64 12	\$2,404.00 \$9,376.00 \$1,390.00
Subtotal Task 1:	2	46	20	0	0	22	90	\$13,170.00
Task 2: Construction Inspection and Support Services Prepare Construction Management Plan Conduct Pre-construction Conference Prepare Weekly Inspection Reports On-site Full Time Inspection (18 weeks @ 50 hours/week) Project Manager/Engineer Site Visits Questions/Change Orders/Clarifications Review Submittals Coordinate NOTAMs with FAA, Port Conduct Weekly Construction Meetings Monthly Pay Estimates Coordinate QA Testing Conduct Periodic Wage Rates Interviews	1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2 8 6 12 32 24 4 0 28 0 0 0 0 0 0 0 0 0 0 0	16 8 16 36 32 40 24 4 28 0 24 6 0 0 4 2 0 0 0	0 0 0 900 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	2 2 0 12 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	21 18 22 960 64 65 28 6 56 28 6 6	\$2,490.00 \$2,536.00 \$2,842.00 \$93,468.00 \$9,504.00 \$9,076.00 \$3,308.00 \$616.00 \$8,316.00 \$2,928.00 \$636.00 \$576.00
Subtotal Task 2:	2	116	234	912	0	16	1280	\$136,296.00
Task 3: Final Inspection and Closeout Conduct Final Inspection Prepare Punch List Prepare Final Construction Report "As-Constructed" Drawings Update ALP w / "As-Constructed" Info	0 0 2 0 0	6 0 4 2 2	6 2 20 8 0	6 2 24 8 0	0 0 0 32 4	0 0 4 0 0	18 4 54 50 6	\$2,358.00 \$404.00 \$6,012.00 \$4,942.00 \$750.00
Subtotal Task 3:	2	14	36	40	36	4	132	\$14,466.00
Century West Expenses			Miles	Rate	Each	Markup		
Pre-Construction Conference		138	\$ 0.575	1	1.1			\$87.29
PM/PE Site Visit for Weekly Meetings		138	\$ 0.575	10	1.1			\$872.85
Resident Engineer Travel to Airport		138	\$ 0.575	12	1.1			\$1,047.42
Resident Engineer Lodging			\$ 96.00	80	1.1			\$8,448.00
Resident Engineer Per Diem			\$ 55.00	64	1.1			\$3,872.00
Final Inspection		138	\$ 0.575	1	1.1			\$87.29
Copies								\$50.00
Postage								\$100.00
Printing								\$500.00
Plotting								\$150.00
Phase 3 - Task 2 - Material Testing Subconsultant				\$24,000.00	1.1			\$26,400.00
Subtotal Subconsultants and Expenses								\$41,614.85
Total Hours	6	176	290	952	0	36	42	1502
Total Fees	\$1,512.00	\$33,616.00	\$30,740.00	\$91,392.00	\$0.00	\$3,312.00	\$3,360.00	-
								\$205,546.85

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