



BRIDGE REPLACEMENT PROJECT

Bi-State Working Group Meeting Summary

Monday, October 03, 2022 | 3:00pm – 4pm
Port of Hood River – Commission Board Room & Via Zoom
1000 E Port Marina Drive, Hood River OR 97031

In Attendance:

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

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

Staff/Consultants: Kevin Greenwood (Executive Director), Port of Hood River; Genevieve Scholl, Port of Hood River; Michael Shannon (Project Manager), HNTB; Kay Witt, HNTB; Steve Siegel, Siegel Consulting.

Guests: Carl See, WSTC; Tim Boesch, CDM Smith,

Welcome

Commissioner Mike Fox called the meeting to order at 3:08 p.m.

Meeting Minutes

The Bi-State Working Group (BSWG) minutes from September 19, 2022, regular meeting was approved by consensus.

Review of Previous Action Items

Michael Shannon, HNTB Project Manager, provided an overview of previous action items. HNTB has submitted Amendment No. 1 to ARUP for review. HNTB will meet with ARUP on October 7, followed by an internal review with the BSWG on October 17, and then a presentation to the Port Commission on October 18.

Shannon noted that they will follow up with ODOT to track the progress on the Biological Opinion (BiOp). Commissioner Fox requested that individual names of responsible parties be included on this action item. Commissioner Fox added that the action item should also include the review and approval of the draft by late December.

Mayor Kate McBride provided a brief update on the State Legislative Tour on October 14. Mayor McBride noted they have the panelists lined up and a draft handout has been created. The BSWG also discussed the sequence of events. Mayor Marla Keethler will be the moderator at the meeting. Commissioner Kristi Chapman will reach out to all the panel members and explain the purpose of the meeting and next steps.

Shannon commented that the Washington DC return trip is scheduled for December 6, 7, and 8. Commissioner Fox noted that Jake Anderson, Marla Keethler, Mike Fox, and Michael Shannon will be attending the DC return trip.

Informational Items

- a. **Status on Oregon Legislative Meetings** – Shannon noted that there has been a total of 6 legislative meetings. One of the most common questions is where the funding is coming from, and how much the locals will be contributing as well.
- b. **CFA 2nd Draft Review** – Shannon noted that the 2nd draft is out for review by all parties. A final draft will be presented to the BSWG in November for approval. Commissioner Jake Anderson noted that a response was received from the City of White Salmon and there was some concern of misrepresentation. The recommendation was made to have 2 county and 1 city appointed members from Oregon and 2 county and 1 city appointed members Washington. Steve Siegle of Siegel Consulting requested to have some time to review the recommendation.
- c. **Grant Status** – Shannon reported that they received an additional question from Multimodal Project Discretionary Grant (MPDG) that oversees the three grants: Mega, INFRA, and Rural. Shannon added that this shows that the project is still being reviewed. The Bridge Infrastructure Program (BIP) and Safe Streets and Roads for All (SS4A) is still being considered. Shannon noted that there will be a presentation on TIFIA loans at the October 17 BSWG meeting.
- d. **Treaty MOA** – Shannon noted that the treaty MOA is for the fishing mitigation impacts. HNTB will be taking the lead on the agreement and a draft MOA is in development for review in October with Yakama Nation. Commissioner Fox suggested paying the tribes not to fish near the construction zones.
- e. **Section 106 MOA** – Shannon reported that the MOAs should be going out for legal review this week with possible signatures by the end of the year.
- f. **WSTC T&R Analysis (CDM Smith)** – Shannon commented that CDM Smith has been collaborative with HNTB. CDM Smith plans to provide a presentation of their findings in December. Shannon turned to Carl See of Washington State Transportation Commission for a brief overview of the study. The primary goal is to develop planning level traffic and revenue analysis resulting toll funding capacity across multiple scenarios to support future funding decisions for the proposed bridge replacement. This study should also inform a potential investment grade traffic and revenue study.

Kary Witt of HNTB, commented that they will be working with the Port Commission and BSWG to look at optimizing toll revenue for the purpose of a potential toll increase in 2023 and to build reserves to help finance the new bridge.

Action Items

Shannon reviewed the upcoming action items which include the HNTB Amendment No. 1 and ARUP service contract. New action items:

- a. HNTB will meet with ARUP on October 7, followed by an internal review with the BSWG on October 17, and then a presentation to the Port Commission on October 18 regarding Amendment 1.

- b. Commissioner Fox requested that individual names of responsible parties be included on the BiOp action item. Commissioner Fox added that the action item should also include the review and approval of the draft by late December.
- c. Steve Siegel will review CFA recommendation for appointees and provide a response by next week.

Adjourn

Commissioner Fox adjourned the meeting at 4:48 p.m.

-###-

SELECTION OF PRIMARY PLACE OF BUSINESS FOR THE COMMISSION

Primary Place of Business

The state statutes requires that the Commission Formation Agreement (CFA) designate the location (defined as the county and state) of the primary place of business (PPB) for the purpose of establishing the applicable laws. So, for example, if the PPB designated in the CFA is WA, the Commission is primarily governed by laws of WA. The headquarters office of the commission may be relocated from time to time, but the PPB in the CFA is permanent with regard to establishing the applicable laws. The Commission may have other offices or facilities in OR and/or WA. So, for example, the PPB can be in WA and the maintenance facility in OR, or vice versa.

Location of Primary Place of Business

To facilitate the BSWG's selection of the PPB, attached is a table comparing the impacts of locating the PPB in OR versus WA; exhibits describing the assumptions used in the analysis; and a legal analysis by Pacifica Law Group of tax laws. Please note the following:

- Except for the provisions in the bi-state legislation enacted this year, the applicable tax laws in OR and WA were not written with a bi-state bridge commission in mind. As a result, there is some vagueness in how the Dept. of Revenue (DOR) may interpret them. The conclusions in this paper are a likely interpretation, but additional steps must be taken to confirm with the WA DOR, in particular. Given the work demands on the DOR, this could take some time.
- The conclusions regarding the TIFIA loan depend on USDOT finding that the finance plan in the loan application is creditworthy. The law allowing for TIFIA loans longer than 35 years is new, and little is known about how USDOT will consider such loans.
- The estimates of tax and financing impacts are conceptual. Care was taken to reasonably estimate these impacts. The estimates provide a reasonable basis for the PPB decision, but should be considered preliminary order of magnitude estimates.

Decision Options for BSWG

The BSWG can:

- Select a location for the PPB now, and direct project staff to complete the CFA. If the BSWG is ready to make a selection, this course of action will keep the formation of the Commission on schedule.
- Make a tentative selection, and direct project staff to seek a ruling from WA DOR that the Commission is not subject to WA taxes (may also seek confirmation from OR DOR, but less likely this is a concern).
- Make a tentative selection, and direct project staff to seek legislation in the 2023 session (subject to assessing the political opportunity to do so) to clarify the tax exempt status of the Commission, and to allow the Commission to obtain a loan in excess of 40 years.

If the BSWG makes a tentative decision, the process and timeline for completing the CFA will need to be adjusted. Details of these revisions need to be worked out. Based on initial thinking, there may be ways to accomplish this and still keep to the July 1, 2023 Commission start date. It currently appears that the worst-case is a 3-month delay.

SUMMARY EVALUATION OF PRIMARY PLACE OF BUSINESS (PPB) OPTIONS

Factors Considered	Background	Option A: PPB located in Washington	Option B: PPB located in Oregon
Financing	<p>The maximum duration of a revenue-backed bond or loan under WA law is 40 years. There is no maximum limit under OR law. TIFIA loans of up to 75 years are permitted, although probably not approvable for the Replacement Bridge. This analysis assumes the Replacement Bridge could be awarded a 50-year TIFIA loan if the PPB is in OR.</p> <p>The ability to obtain a 50-year TIFIA loan is subject to USDOT approval of a loan application with a finance plan that shows it is creditworthy over a 50-year term.</p>	<p>Given the assumptions in Exhibit 1, the average toll rate required to yield \$125M in project funding from a 40-year TIFIA loan, the maximum duration under WA law, is potentially \$0.20 per trip more for first 40 years than if PPB is OR.</p>	<p>A 50-year TIFIA loan yielding \$125M in project funding, which is possible under OR law, requires a \$0.20 lower toll rate (for first 40 years) than a 40-year loan under WA law.</p> <p>At the same toll rate (for first 40 years) that yields \$125M in project funding under WA law, a 50-year TIFIA loan permitted under OR law would yield an additional \$12M in project funding.</p>
Taxes	<p>Once the Replacement Bridge is operational, it is likely the Commission is (i) exempt from OR and WA taxes if the PPB is OR, and (ii) exempt from OR taxes but subject to WA taxes if the PPB is WA. Thus, with WA PPB, the Commission would likely be subject to a (i) 1.926% public utility tax on its gross income (proceeds from tolls and other charges) and (ii) 7.5% sales and use tax on materials and supplies delivered to, or used in, WA. Whether the PPB is OR or WA, during construction, the Commission would be subject to WA sales and use tax on materials and supplies delivered to, or used in, WA.</p> <p>Confirmation of these conclusions will be requested from the WA Dept. of Revenue (DOR). Until such confirmation is obtained, these conclusions are subject to change.</p>	<p>Given the assumptions in Exhibits 1 and 2, with a WA PPB the Commission is likely subject to:</p> <ul style="list-style-type: none"> • An annual public utility tax liability of almost \$290K, adding about \$0.05 per trip to toll rate. • A sales and use tax liability for an average year during operations of about \$12,000, however the sales and use tax may be considerably higher in years when there is substantial capital maintenance. • A \$3.75M sales and use tax liability for construction of the Replacement Bridge, similar to if PPB is located in OR. 	<p>Given the assumptions in Exhibits 1 and 2, with an OR PPB:</p> <p>The Commission is likely <u>not</u> subject to any OR or WA taxes once the Replacement Bridge is operated.</p> <p>The Commission is likely subject to a \$3.75M sales and use tax liability for construction of the Replacement Bridge, similar to if PPB is located in WA.</p>

**Insurance/
Liability**

The OR Tort Claims Act establishes maximum limits on the tort liability of public entities. There are no liability limits under WA law. The limits on tort awards translate into lower premiums for liability insurance and lower levels of prudent insurance reserves.

There is no anticipated difference in the cost of bridge (property) and business interruption coverage due to the PPB decision.

If the PPB is WA, \$20M in commercial general liability insurance is estimated to cost \$24,000 - \$38,000 more than if the Commission is domiciled in OR. The costs the average daily commuter about \$2-\$3 more per year.

While the cost of commercial general liability insurance is less if the Commission is domiciled in OR, a bigger financial issue is whether the Commission's liability coverage can be obtained via a governmental insurance pool. At this time, no information is available on whether this is more likely in OR or WA.

**Workers
Compensation**

An estimate of Workers Compensation costs for the Commission was not prepared. Studies generally comparing the cost of workers compensation between states often use an "index" rate to control for various differences between the states.

Based on a January 2021 report by OR, the WA "index rate" is 1.53, which is 106% of the median among all states. These are higher than for OR.

Based on the same report, the OR "index rate" is 1.00, which is 69% of the median among all states. While the cost of workers compensation in OR is lower than in WA, the difference for the Commission is probably not large.

Prevailing Wages

While the prevailing wages would differ depending on the location of the PPB, the overall difference is not anticipated to be significant.

No significant overall difference between OR and WA.

No significant overall difference between OR and WA.

**Political /
Community**

This factor is best assessed by the BSWG.

Because the Port has overseen the existing bridge, sentiment exists to locate the PPB for the Replacement Bridge in WA. This would clearly signal the Replacement Bridge is governed by a different entity than the Port.

No strong feelings have been expressed that the PPB be located in OR.

Operations

The 2022 legislation allows the Commission to locate its functions in one or more locations in OR and/or WA. So, for example, PPB can be in WA while the maintenance facility or customer service center is in OR, etc. Legislation allows the PPB to be relocated from one state to the other, but the applicable laws are permanently set by the PPB designated in the agreement.

The supply of leasable (or for-sale) office space in White Salmon is more limited than in Hood River. And it is even more difficult to identify a PPB location that is proximate to a potential maintenance facility location.

While no specific locations for a PPB in OR are identified, there appear to be opportunities to locate along or near the waterfront. This location provides views and quick access to the bridge when problems occur. There are also opportunities to locate a maintenance facility nearby.

EXHIBIT 1

Impact of State Financing Laws on Commission: PPB in WA v. OR

<p>Financing Laws Impacting Commission</p>	<p>The key difference in the financing laws of OR and WA is the maximum duration allowed for a bond or loan.</p> <p>The maximum duration of a TIFIA loan under WA law (RCW 39.46.150) is 40 years. There is no maximum limit under OR law. TIFIA loans of up to 75 years are permitted by law, although a loan of that duration is unlikely to be approved for the Replacement Bridge. This analysis assumes the Replacement Bridge could be eligible for a 50-year TIFIA loan if the PPB is in OR.</p> <p>The recent federal "<i>Bipartisan Infrastructure Law</i>" allows TIFIA Loans of up to 75 years, although USDOT has indicated it will not approve a TIFIA loan of 75 years if only net toll revenues are pledged for repayment (as will be the case for the Replacement Bridge). But a TIFIA loan in excess of 40 years may be possible, if permitted by state law. This analysis assumes the Replacement Bridge could be eligible for TIFIA Loan to be repaid over 50 years if the PPB is in OR, while it would be limited to 40 years if the PPB is in WA.</p>
<p>Assumptions to Assess Impact of Financing Laws</p>	<p>Assume all borrowings are via a TIFIA loan. The following is assumed to estimate the financial capacity differences between a 40 year (the maximum permitted under WA law) and 50 year TIFIA Loan (which is possible under OR law), subject to USDOT approval:</p> <ul style="list-style-type: none"> • TIFIA Interest Rate = 3.91% (current as of 10-11-22) • Debt Service Structure = Uniform payments over term of bonds • Amount of Loan Proceeds used for Reserves, Interim Borrowing, etc. = \$15,000,000 • Amount of Toll Proceeds used for O&M/Reserves = 30% • Coverage on TIFIA Loan = 1.5 • Target Amount of Loan Proceeds for Project Costs = \$125,000,000 (TIFIA loan for \$140,000,000 minus \$15,000,000 for reserves and other costs)

EXHIBIT 2

Impact of State Tax Laws on Commission: PPB in WA v. OR

<p>State Tax Laws Impacting the Commission</p>	<p>OR (ORS 381.824) and WA (RCW 84.36.230) adopted reciprocal statutes stating that an interstate bridge “... <i>constructed or acquired and ... operated by a ... municipality of [a] foreign state</i>” is exempt from all property and other taxes of the domestic state, if the foreign state affords the same benefit to the domestic state. These statutes were not prepared with a bi-state bridge commission in mind, and there is some uncertainty about how the states will interpret them. Acknowledging this uncertainty, it appears that:</p> <ul style="list-style-type: none"> • If the PPB is in OR, the Commission likely <u>not</u> be subject to OR taxes or WA taxes once the bridge is operational, but would be subject to WA sales and use tax during construction of the bridge. RCW 84.36.230 will likely exempt the Commission from WA taxes, and Oregon’s laws governing taxation of public entities will exempt the Commission from OR taxes. • If the PPB is in WA, the Commission will likely be exempt from OR taxes pursuant to ORS 381.824, but will be subject to the WA public utilities tax and WA sales and use tax: <ul style="list-style-type: none"> ○ The public utility (including the “additional tax”) under RCW 82.16.020 is 1.926% of the Commission’s gross income (toll revenues, etc.). The public utility tax is in lieu of the WA Business and Occupation Tax. ○ Pursuant to Section 9(5) of SB 5558, the Commission is granted a sales and use tax exemption under RCW 82.04.050(10) for labor and services rendered for building, repairing, or improving the bridge. However, a 7.5% sales and use tax would apply to the cost of materials and supplies delivered to or used in WA, both for the construction (although this tax liability can be deferred under WA’s SB 5558) and on-going operations.
<p>Assumptions to Assess Tax Impact</p>	<ul style="list-style-type: none"> • Number of annual toll transactions = 6,000,000 • Number of Annual Crossings for Daily Commuter = 500 (250 round trips) • Annual Gross Income (Toll Revenues) if WA is PPB = \$15.0M • Permanent Materials and Consumables used in Construction = \$100,000,000 • % of Construction Materials and Consumables used in WA = 50% • Average Annual Materials and Supplies used during Operations = \$200,000 • Ongoing % of Materials and Consumables in WA = 75%

EXHIBIT 3

Impact of State Liability Laws on the Commission: PPB in WA v. OR

Insurance/Liability Consequences	<p>The OR Tort Claims Act (ORS 30.269 <i>et seq.</i>) establishes maximum limits on the tort liability of public entities. There are no liability limits under WA law. The financial limits on tort awards translate into lower premiums for liability insurance and lower levels of prudent insurance reserves.</p> <p>Based on discussions with the Port's insurance advisors, there is no anticipated difference in the cost of bridge (property) coverage and business interruption coverage (insuring the availability of toll revenues) that results from the PPB decision. However, the cost of the liability insurance of the Commission, including for bridge operations and directors and officers coverage, is affected by the decision.</p> <p>A key factor in determining the cost of liability insurance is whether either state's insurance pools would insure the Commission. At this time, we do not know if the Commission would be an eligible entity for any of these pools, and if eligible, whether the pools board of directors would approve the coverage.</p> <p>If liability insurance is not available through a governmental pool, it will need to obtain commercial insurance – which will add to the cost (and perhaps limit certain coverages).</p>
Methodology	<p>The Port's insurance advisors modeled the anticipated cost of the liability insurance, assuming it was obtained in the commercial market. Assuming the PPB is OR, \$20M in general liability coverage is estimated to cost \$173,000 per year. This does not include Directors and Officers, cyber, auto, and employment practices coverages.</p> <p>The Port's insurance advisors estimate that the same coverage for a WA entity would be 14% - 22%, or \$24,000-\$38,000 per year, higher.</p>

MEMORANDUM

TO: Port of Hood River

FROM: Pacifica Law Group LLP

DATE: October 11, 2022

SUBJECT: Applicability of Oregon and Washington State Taxes to Activities of Bi-state Authority to Replace the Hood River Bridge

Summary

Washington and Oregon have authorized the formation of a bi-state public corporation (the “Commission”) to develop, own, and operate a bridge to replace the existing Hood River Bridge. The following memorandum addresses how Washington and Oregon state and local excise taxes may apply to the Commission’s activities, and how the location of the Commission’s primary place of business might impact such tax liability. As discussed in Section II, if the Commission’s primary place of business is in Oregon, the Commission would likely not pay taxes to the State of Oregon. Furthermore, a tax exemption for certain interstate bridges (the “Interstate Bridge Exemption”) would probably exempt the Commission from Washington excise taxes, once the new bridge is constructed and operational. Washington excise taxes would probably apply to the Commission’s activities until the time the new bridge is constructed and operational, notably including state and local sales and use taxes on materials and certain taxable services received in Washington in connection with the new bridge’s construction. However, given the novel legal issues that could arise from the intersection of the Interstate Bridge Exemption and the new law authorizing the Commission’s formation, it would be helpful to confirm with the Washington Department of Revenue (“DOR”) the applicability of the Interstate Bridge Exemption to the Commission’s activities. As discussed in Section III, if the Commission’s primary place of business is in Washington, the Commission would likely owe the aforementioned excise taxes to the State of Washington, but not to Oregon.

I. Introduction

Pursuant to Chapter 7, Oregon Laws 2022 (the “Oregon Act”) and Chapter 89, Washington Laws of 2022 (the “Washington Act,” and together with the Oregon Act, the “Acts”), the Oregon and Washington legislatures respectively authorized formation of a bi-state public corporation (a “Commission”) to own, develop, finance, equip, and operate a bridge to replace the existing Hood River Bridge. The Acts provide that the laws of the Commission’s “primary place of business” will generally govern the Commission’s activities, including with respect to audits,

financial administration, public records, and open public meetings requirements.¹ In addition, with respect to taxation, the Washington Act expressly provides as follows:

Notwithstanding anything in the laws of either state to the contrary, the commission shall not be required to pay any tax or assessment, or any in lieu of tax or assessment, by either state, or by any political subdivision, municipality, or district thereof including, but not limited to, any property tax, sales and use tax, or other tax or assessment upon real or personal property acquired or otherwise under the control of the commission, or upon any activity or expenditure of the commission, or upon the revenues of the commission, except to the extent that a municipal corporation would be subject to such a tax or assessment.²

The Oregon Act similarly states:

(1) Notwithstanding the laws of this state or the State of Washington and except as provided in subsection (2) of this section, a state or political subdivision may not require the commission to pay a tax or assessment, or an in lieu of tax or assessment, including but not limited to a property tax, sales tax, use tax or other tax or assessment upon real property or personal property acquired or otherwise under the control of the commission, or upon an activity or expenditure of the commission, or upon the revenues of the commission.

(2) Notwithstanding subsection (1) of this section, a state or political subdivision may require a commission to pay a tax or assessment to the same extent as a municipal corporation.³

Accordingly, the Commission is subject to state and local taxes of Oregon and Washington, and exemptions therefrom, on the same basis as any other municipal corporation.

II. Analysis of Tax Liability if Commission’s Primary Place of Business is in Oregon

A. Oregon Taxes

Property tax. Public property used for the corporate purposes of a municipal corporation is exempt from property taxation under Oregon law.⁴ Public property leased to private taxpayers is subject to tax, absent a specific exemption.⁵ Accordingly, to the extent the Commission owns

¹ Oregon Laws 2022, Ch. 7 §§ 3(c), 13; RCW 47.87.030(c), 47.87.130. “Primary place of business” means the state and county within which the principal headquarters office of the Commission is established in a commission formation agreement, notwithstanding a subsequent relocation of the principal headquarters office of the commission. Oregon Laws 2022, Ch. 7 § 2(15), 13; RCW 47.87.020(16).

² RCW 47.87.120.

³ Oregon Laws 2022, Ch. 7 § 12.

⁴ ORS 307.090.

⁵ ORS 307.110. Such an exemption applies to “[r]eal property owned or leased by any municipality and real and personal property owned or leased by any dock commission of any city or by any airport district or port organized under the laws of this state . . . to the extent to which such property is . . . [l]eased, subleased, rented or preferentially assigned for the purpose of the berthing of ships, barges or other watercraft . . . the discharging, loading or handling of cargo therefrom or for storage of such cargo directly incidental to transshipment, or the cleaning or decontaminating of agricultural commodity cargo, to the extent the property does not further alter or process an agricultural commodity.” ORS 307.120(1)(a).

and operates the property in question (including the bridge), it should be exempt from ad valorem taxes. If the property is leased to a private entity it may become taxable absent another exemption.

In 2017, the Oregon legislature passed a law authorizing local cities, counties and ports to construct and maintain the Hood River Bridge, and enter into contracts to do the same, including with private parties. The legislation included a specific exemption from property taxes for the “bridge project,” defined as a project to replace the Hood River Bridge undertaken by a private entity through agreement with the Port of Hood River.⁶ The definitions in the statute are specific to the Port, however, and would not apply to a bridge replacement contract undertaken by a private party through agreement with the Commission.

Construction excise tax. Local governments in Oregon may impose construction excise taxes on real property improvements to support affordable housing, subject to limitations and restrictions.⁷ One such exemption applies in the case of “public improvements” defined as “a project for construction, reconstruction or major renovation on real property by or for a contracting agency.”⁸ “Contracting agency,” in turn, means “a public body authorized by law to conduct a procurement,” including public corporations.⁹ Because the Hood River Bridge replacement project constitutes a reconstruction or major renovation, and the Commission is a public corporation authorized to conduct procurements,¹⁰ the “public improvements” tax exemption likely applies.

Corporation excise tax. Oregon imposes a corporate excise tax on business corporations, with taxable income measured commensurate with the federal Internal Revenue Code (“IRC”).¹¹ Governmental units, such as states and their political subdivisions, are generally not subject to federal income tax.¹² The IRC has defined “political subdivision” to denote “any division of any State or local governmental unit which is a municipal corporation or which has been delegated the right to exercise part of the sovereign power of the unit,” such as the power of eminent domain.¹³ Applied here, the Commission is a municipal corporation with the power of eminent domain, the purpose of which is to construct and operate a toll bridge.¹⁴ The Commission is therefore likely a governmental unit subject to neither the federal income tax, nor, accordingly, the corporation

⁶ ORS 381.310(1), (1)(b).

⁷ ORS 320.171.

⁸ ORS 320.173(2); ORS 279A.010(1)(cc).

⁹ ORS 279A.010(1)(b), (y); ORS 174.109; ORS 174.117(1)(a).

¹⁰ Oregon Laws 2022, Ch. 7 §§ 5(1)(a), 2(7), 2(5).

¹¹ ORS 317.013, 317.018. *See also* Oregon Department of Revenue, “Nonprofit and tax-exempt organizations including cooperatives and homeowners associations,” <https://www.oregon.gov/dor/programs/businesses/Pages/corpnonprofit.aspx> (“If the IRS has determined that you’re an exempt organization, you’re also exempt from Oregon corporation excise and income taxes.”).

¹² Internal Revenue Service, “Governmental Information Letter” (June 14, 2022), <https://www.irs.gov/government-entities/federal-state-local-governments/governmental-information-letter#:~:text=Governmental%20units%20such%20as%20states,as%20the%20power%20to%20tax>

¹³ 26 C.F.R. § 1.103-1. In addition, by letter ruling, bridge, airport, turnpike, port, and similar authorities created by state law and designated as public corporations, which finance, construct, maintain, and operate public transportation facilities, are generally considered political subdivisions. *See, e.g.*, Internal Revenue Service Rev. Rul. 77-165, 1977-1 C.B. 21.

¹⁴ Oregon Laws 2022, Ch. 7 § 2.

excise tax. The corporate activity tax likewise does not apply to “governmental entities” such as the Commission.¹⁵

B. Washington Taxes

Interstate Bridge Exemption from certain excise taxes. Washington law generally requires that public service businesses (including toll bridges) pay state excise taxes. As discussed in further detail in Section III.B, *infra*, these taxes include a public utility tax (“PUT”) on the gross income of a public service business’s operations,¹⁶ a business and operations (“B&O”) tax on the gross receipts of a municipal corporation’s “enterprise activities,”¹⁷ and state and local sales and use taxes. However, under Washington law, interstate bridges satisfying certain statutory elements are exempt from such taxes. As RCW 84.36.230 provides:

Any bridge, including its approaches, over rivers or bodies of water forming interstate boundaries, which bridge has been constructed or acquired and is being operated by any foreign state bordering upon such common interstate boundary, or which has been constructed or acquired and is being operated by any county, city or other municipality of such foreign state, shall be exempt from all property and other taxes in the state of Washington, if the foreign state exempts from all taxation any bridge or bridges constructed or acquired and being operated by the state of Washington or any county, city or other municipality thereof.

Oregon has satisfied the reciprocity element of this exemption by adopting ORS 381.824, which states:

Every bridge that passes over a river or body of water forming a boundary between this state and another state, and that has been constructed or acquired and is being operated by the other state or by any county, city, port or other municipality of the other state, together with its approaches, is exempt from all property and other taxes in this state, if the other state exempts from all taxation every such interstate bridge, together with its approaches, constructed or acquired and operated by this state or by any county, city, port or other municipality of this state.

Therefore, whether this exemption (the “Interstate Bridge Exemption”) applies to a bridge turns upon whether two remaining elements are present: First, the bridge must have been “constructed or acquired” and be in operation. Second, a foreign state or a municipality of such state must operate the bridge.

Applying the first element to the new Hood River Bridge project, the exemption probably does not apply to the Commission’s activities until such time as the new bridge is constructed and operational. In effect, this means that Washington excise taxes may apply to the Commission prior

¹⁵ ORS 317A.100(4)(i).

¹⁶ WAC 458-20-179(101)(b); RCW 82.16.010(7)(a); RCW 82.16.020(1).

¹⁷ RCW 82.04.220(1).).

to that time, notably state and local sales and use taxes relating to the bridge’s construction.¹⁸ This reading is consistent with provisions in the Washington Act exempting the Commission from certain construction sales and use taxes, and allowing deferral of certain other construction sales and use taxes, as described below.

Applying the second element, the Commission would probably qualify for the Interstate Bridge Exemption as a municipality of a foreign state (*i.e.*, Oregon), though there is some uncertainty in this regard. Pursuant to the Washington Act, the Commission is a public corporation formed under the laws of—and composed of local governments from—both states, governed by the laws of the Commission’s primary place of business, taxable to the same extent a municipal corporation is subject to taxation by either state.¹⁹ The exemption appears most likely to apply if the Commission’s primary place of business is in Oregon, in which case the Commission would be subject to Oregon law, and taxable on the same basis as other Oregon municipal corporations. Under such circumstances, the Commission should be treated as indistinguishable from any other “municipality of [a] foreign state” for the purposes of the Interstate Bridge Exemption. However, given the novel intersection of the Acts and the Interstate Bridge Exemption, and in particular the Commission’s bi-state character, it would be helpful to confirm with the Washington DOR the applicability of the exemption to the Commission’s activities.

Sales and use tax. Washington’s retail sales tax applies to retail sales made to municipal corporations, unless a specific exemption applies.²⁰ “Retail sales,” in this context, includes the sale of tangible personal property not subject to a specified exemption,²¹ as well as the sale of certain labor and services rendered.²² Services potentially subject to the sales tax that the Commission may necessarily procure in order to construct and operate a toll bridge include construction services (subject to the public roads exemption discussed below), and digital goods and automated services.²³ As discussed above, assuming the Interstate Bridge Exemption applies to the Commission, the Commission would still likely need to pay sales and use tax until such time that the new Hood River Bridge is operational.

Washington’s sales tax system is destination-based, meaning sales tax liability does not depend on the purchaser’s primary place of business, but rather on the location where the purchaser receives the taxable good or service (*i.e.*, the destination).²⁴ Accordingly, if a purchaser (such as

¹⁸ A less probable outcome would result if the Washington DOR instead interpreted the Interstate Bridge Exemption to apply only to bridges that existed at the time of the statute’s adoption and therefore not to apply to the new bridge. The Commission might argue in response that, because the new bridge replaces an existing operational bridge, the exemption not only applies but also that the first element has already been satisfied. This argument is undercut by the Washington Act provisions that contemplate that the Commission would be subject to construction sales and use taxes absent the exemption and deferral granted under the act. Given the significance of this potential ambiguity in the law, it would be helpful to confirm the Washington DOR’s interpretation of the scope of this exemption.

¹⁹ RCW 47.87.030(1), (2)(c); RCW 47.87.130; RCW 47.87.120.

²⁰ WAC 458-20-189(5)(a).

²¹ RCW 82.08.020(1)(a). “Tangible personal property” means “personal property that can be seen, weighed, measured, felt, or touched, or that is in any other manner perceptible to the senses,” including “electricity, water, gas, steam, and prewritten computer software.” RCW 82.08.010(7).

²² RCW 82.08.020(1)(c); RCW 82.04.050(2).

²³ See RCW 82.04.050(2)(b), 82.04.050(8).

²⁴ RCW 82.32.730.

the Commission or a contractor) receives goods or services within Washington, the seller thereof must collect sales tax based on the tax rate of the jurisdiction in which the purchaser received the goods or services.

Washington’s “use tax” applies to a purchaser’s use of goods and services when the purchaser has not paid retail sales tax. Accordingly, if a purchaser makes a taxable purchase out-of-state for use in Washington, and does not pay sales tax (or pays less in sales tax than the rate levied within the local jurisdiction where the purchaser will receive the good or service purchased), the purchaser must, at the time of purchase, remit use tax on the value of such items at a rate equal to the sales tax rate.²⁵ The current combined state and local sales and use tax rate in Klickitat County, Washington is 7.5%.²⁶

Although a municipal corporation’s sales and use tax liability does not depend on the location of the entity’s primary place of business, locating the entity in a particular jurisdiction, as a practical matter, is likely to result in the entity receiving certain goods and services at that location. For example, if the Commission’s administrative offices are in Klickitat County, the Commission will likely receive certain materials and supplies in connection with its administrative and other operating activities at that location, and pay Washington state and local sales and use tax on these items.

The Commission will receive other goods and services in Washington regardless of the location of the Commission’s primary place of business or any particular administrative and operating facilities. Most notably, contractors will construct the Washington side of the bridge in Washington—the expenses upon which the Commission must pay Washington sales tax, subject to the public road construction exemption discussed in the following section.

Exemption for Labor and Services on Public Roads Construction. The Washington Act expressly provides that the public road construction exemption applies to taxes the Commission would otherwise owe from construction of a bridge.²⁷ This exemption excludes from the definition of retail sale the “sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any . . . bridge . . . which is owned by a municipal corporation . . . and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind.”²⁸ The exemption does *not* apply, however, to materials used in constructing public bridges. Consequently, contractors must pay retail sales or use tax on all materials placed in or on public roads and on purchases of equipment and supplies. The retail sales tax applies to purchased materials as well as materials provided by others or manufactured by the contractor.²⁹

²⁵ RCW 82.12.020; WAC 458-20-189(7)(a).

²⁶ Washington State Department of Revenue, “Local sales & use tax rates and changes” (effective July 1–September 30, 2022), <https://dor.wa.gov/forms-publications/forms-subject/local-sales-use-tax-rates-county>.

²⁷ RCW 47.87.090(5) (citing RCW 82.04.050(10)).

²⁸ RCW 82.04.050(10).

²⁹ Also exempt from the sales and use tax are “sales of, cost of, or charges made for labor and services performed in respect to the mining, sorting, crushing, screening, washing, hauling, and stockpiling of sand, gravel and rock when such sand, gravel, or rock is taken from a pit or quarry which is owned by or leased to a county or a city, and such sand, gravel, or rock is (1) either stockpiled in said pit or quarry for placement or is placed on the street, road, place,

In effect, this exemption provides a partial tax subsidy to municipal corporations engaged in public road and bridge construction. Washington does not tax the portion of the contract price consisting of the contractors' labor and services, but does tax the materials the contractor uses or consumes in the construction.³⁰

Deferral. In addition, the Washington Act specifically provides that “state and local sales and use taxes on the site preparation for, the construction of, the acquisition of any related machinery and equipment that will become a part of, and the rental of equipment for use in, the bridge” are eligible for deferral.³¹ The recipient of a deferral must begin payment of the deferred tax five years after the bridge's completion, and must pay the outstanding tax over 10 years.³²

III. Analysis of Tax Liability if Commission's Primary Place of Business is in Washington

A. Oregon Taxes

As discussed in Section II.A, *supra*, Oregon taxes would likely not apply to the Commission's activities in Oregon. Accordingly, Oregon taxes would also likely not apply to the Commission's activities in Washington.³³ To the extent any Oregon taxes might otherwise apply, the Interstate Bridge Exemption, as discussed in Section II.B, would likely prevent Oregon from imposing such taxes.

B. Washington Taxes

Public utility tax. If the Commission's primary place of business were in Washington, the state's public utility tax (the “PUT”) on public service businesses would likely apply to the Commission's activities. The PUT applies to any “public service business subject to control by the state, or having the powers of eminent domain, or any business declared by the legislature to be of a public service nature.”³⁴ “Public service business,” for these purposes, includes the operation of toll bridges.³⁵ Because the Commission will operate a toll bridge, enjoy the power of eminent domain, and perform an essential public function, the PUT would likely apply to Commission activities.³⁶ Furthermore, if located in Washington, the Commission would not benefit from the Interstate Bridge Exemption.³⁷

or highway of the county or city by the county or city itself, or (2) sold by the county or city to a county, or a city at actual cost for placement on a publicly owned street, road, place, or highway.” RCW 82.08.0275.

³⁰ See generally Municipal Research and Services Center, “Sales and Use Taxes in Public Work Contracts” (Apr. 2, 2021), <https://mrsc.org/Home/Explore-Topics/Public-Works/Purchasing-and-Bidding/Purchasing-and-Bidding-for-Washington-State-Local/Purchasing-and-Bidding-Public-Works-Contracts/Purchasing-and-Bidding-Sales-and-Use-Tax-Issues.aspx>.

³¹ RCW 47.87.150(1)(a).

³² RCW 47.87.150(3).

³³ Oregon Laws 2022, Ch. 7 § 12.

³⁴ WAC 458-20-179(101)(b).

³⁵ RCW 82.16.010(7)(a).

³⁶ RCW 47.87.070(2); RCW 47.87.030(1).

³⁷ See § II.B, *supra*.

The State PUT is equal to the gross income of the business's operations, multiplied by the applicable tax rate.³⁸ The basic tax rate applicable to toll bridge public service businesses such as the Commission is 1.8 percent, plus an additional seven percent multiplied by the basic tax rate, for a total State PUT of 1.926 percent.³⁹

Business and occupation tax. Washington B&O taxes may also apply to the Commission's business activities, but only if such activities are *not* subject to the PUT, or to a PUT or B&O tax exemption.⁴⁰ B&O taxes specifically apply to municipal corporations' "enterprise activities," meaning activities "financed and operated in a manner similar to a private business enterprise."⁴¹ The definition includes "activities which are generally in competition with private business enterprises and which are over fifty percent funded by user fees," but excludes "exclusively governmental" activities such as license and permit fees, inspection fees, public records fees, and processing fees.⁴²

Washington's B&O tax is a gross receipt tax measured on the value of products, the gross proceeds of sales, or the gross income of the business.⁴³ The B&O tax rate varies depending upon the classification for the taxable activity. For instance, the rate for public road contractors is 0.484 percent upon the total contract price.⁴⁴

Assuming the Commission's primary place of business is in Washington, and that the PUT therefore applies to the Commission's toll bridge activities (*i.e.*, that the Interstate Bridge Exemption does *not* apply), the PUT supersedes any B&O tax otherwise applicable to such activities. However, should the Commission engage in other "enterprise activities"—such as granting licenses for use of real property—these other activities may be subject to the B&O tax.⁴⁵

Cities and towns in the State also have authority to impose a B&O tax on the income of public utilities providing services within such jurisdiction's boundaries.⁴⁶ The City of White

³⁸ RCW 82.16.020(1). "Gross income," for these purposes, "means the value proceeding or accruing from the performance of the particular public service or transportation business involved, including operations incidental thereto, but without any deduction on account of the cost of the commodity furnished or sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses." RCW 82.16.010(3).

³⁹ RCW 82.16.020(1)(f), (2); RCW 82.02.030.

⁴⁰ RCW 82.04.310(1); WAC 458-20-179(103) ("The B&O tax does not apply to any business activities for which the PUT is specifically imposed, including amounts derived from activities for which a deduction from the PUT is available under RCW 82.16.050.")

⁴¹ WAC 458-20-189(2)(a).

⁴² *Id.*; WAC 458-20-189(3)(c)(i). "User fee" in this context, "means a charge imposed on individuals or entities to access facilities, receive services, or participate in activities." WAC 458-20-189(2)(e).

⁴³ RCW 82.04.220(1).

⁴⁴ WAC 458-20-171; Washington State Department of Revenue, "Business & occupation tax classifications" (2022), <https://dor.wa.gov/taxes-rates/business-occupation-tax/business-occupation-tax-classifications>.

⁴⁵ *See, e.g.*, WAC 458-20-179(103) ("[M]any persons engaged in business activities subject to the PUT are also engaged in other business activities subject to the B&O tax. For example, a gas distribution company operating a system for the distribution of natural gas for sale may also make retail sales of gas appliances.")

⁴⁶ *See* Municipal Research and Services Center, "Revenue Guide for Washington Cities and Towns" (Mar. 2022), at 85, available at <https://mrsc.org/getmedia/d317f211-fc63-4b7a-b362-cb17993d5fe5/Revenue-Guide-For-Washington-Cities-And-Towns.pdf.aspx?ext=.pdf>.

Salmon, which sits on the Washington side of the Hood River Bridge, does not currently impose a utility tax applicable to toll bridges.

Property tax. Under Washington law, real property owned by a municipal corporation is exempt from ad valorem property taxes.⁴⁷ The Commission would owe leasehold excise taxes on municipal property leased to a taxable person, absent an applicable exemption.⁴⁸ The Commission’s conveyance of property may also be subject to a real estate excise tax, unless exempt because, for instance, it constitutes a sale by a municipal corporation.⁴⁹ Each of the statutory exemptions to leasehold excise taxes and real estate excise taxes are fact specific, and the availability of any exemption will depend on the nature and structure of the particular transaction. Depending on the transaction’s structure, the parties may pass tax obligations through to tenants or otherwise reallocate such obligations by contract.

State and local sales and use taxes. If the Commission’s place of business is located in Washington, Washington state and local sales and use taxes will apply in the manner discussed in Section II.B, *supra*. However, because the Interstate Bridge Exemption would not apply to the Commission’s payment of Washington taxes under such circumstances, the Commission would still likely need to pay sales and use tax even after such time as the new Hood River Bridge is operational.

* * *

The following summary table—based upon the foregoing analysis—compares the taxes that would likely apply to the Commission, both before and after the new Hood River Bridge is constructed and operational, depending upon the Commission’s principal place of business:

Principal place of business	Taxes before bridge is operational	Taxes once bridge is operational
Oregon	<ul style="list-style-type: none"> • WA sales and use taxes 	
Washington (“WA”)	<ul style="list-style-type: none"> • WA sales and use taxes • WA PUT (if income) • WA B&O Tax (if income) 	<ul style="list-style-type: none"> • WA sales and use taxes • WA PUT • WA B&O Tax

⁴⁷ RCW 84.36.010; WA. ST. CONST. art. VII, section 1.

⁴⁸ Chapter 82.29A RCW.

⁴⁹ Chapter 82.45 RCW; RCW 82.45.010(3)(n).

BSWG Memo



Prepared by: Kevin Greenwood, Exec. Dir.
Date: October 17, 2022
Re: HNTB Amendment No. 1

In an effort to accelerate work related to the bridge replacement, the BSWG and HNTB have been discussing an increased work plan and making Michael Shannon a full time Project Director. The original contract had him working at half time.

The Port has hired Arup to serve as a peer reviewer of the proposal. Arup also served in the same role during the original contract negotiations. Commissioner Fox and staff met with Arup and HNTB three times to clarify work and effort. Arup's memo to the Port is attached.

Additions to this amendment include:

1. Completion of the project delivery analysis
2. Geotechnical borings and analysis
3. Preliminary engineering leading to an RFP for design/construction services
4. Increasing two HNTB staff to full time on the project

This amendment is eligible for reimbursement from both the Oregon ARPA and Washington SB5165 funding. Staff is recommending that the Port Commission authorize signing Amendment No. 1 with HNTB for project management services.

By email

October 13, 2022

Kevin Greenwood, Executive Director
Port of Hood River
1000 E Port Marina Drive
Hood River, OR 97031
kgreenwood@portofhoodriver.com

77 Water Street
New York, NY 10005
USA

t +1 212 896 3000

arup.com

Our ref 287474-00

Dear Mr. Greenwood,

Hood River Bridge - Owner's Engineer Break of Cost – RBMC Amendment 1

The Port of Hood River (“Port”) contracted with Arup US, Inc. (“Arup”) to provide services for use in the technical evaluation of the procurement of the Project Manager and Owner’s Representation service (“PM/OR”) for the replacement of the Hood River-White Salmon Bridge (“Project”). HNTB was previously selected to act as the Replacement Bridge Management Consultant (“RBMC”) for the project.

Under this agreement, Arup developed a cost and hours build-up (“break of cost”) for Amendment 1 to the RBMC Contract. The Port provided the following documents to us, which we used as the basis of our understanding of the new scope of work:

- Detailed Work Plan prepared by HNTB for the RBMC role, with redline markups identifying the additional work added by Amendment 1.
- Hours and cost proposal from HNTB, including hours proposed for each key role and task and other direct costs.

We compared HNTB’s cost estimate for this scope of work against our estimate and reported our findings to the Port. We have attached a reconciliation of any differences between our estimate and HNTB. Our reconciliation is based on meetings with the Port on October 7 and 11, 2022 at which the following was discussed: hours and scope expectations by task, average staff salaries, overhead rates, and direct costs. We also reviewed the level of resourcing proposed by HNTB and confirmed this met the Port’s expectations.

We write to report that the level of effort proposed by the RBMC consultant is generally consistent with the expectations for the required scope of work and in line with our independent estimate. We note that our reconciliation is based on expectations and clarifications from our meetings with the Port which are in addition to the written Detailed Work Plan prepared by HNTB. The differences that exist between our estimate and that of the RBMC consultant have been discussed with the Port. Generally, these differences reflect the varying approaches to delivering the work that can be expected from different consultants based on the available resources, staff experience, and historic knowledge of the project.

Our ref

28747400

Date

October 12, 2022

The following exhibits have been enclosed in this letter in support of the findings:

- Exhibit A - Comparison and Reconciliation | Additional Redlined Scope
- Exhibit B - Comparison and Reconciliation | Other Scope based on Clarifications
- Exhibit C – Comparison and Reconciliation | Other Direct Costs

We appreciate the opportunity to support the Port in the advancement of this project.

Yours sincerely

Matt Carter

Principal | Arup Fellow

p +1-917-565-7297

e matt.carter@arup.com

Enc Comparison and Reconciliation between HNTB and Break of Cost Estimate – RMBC Amendment 1

cc Mike Fox, Port of Hood River
Jennifer Sudario, Arup
Kirk Ellison, Arup
Eric Brunning, Arup

Exhibit A - Comparison and Reconciliation between HNTB and Break of Cost – RBMC Amendment 1 | Additional Redlined Scope

The following table compares the hours and costs proposed by HNTB to the Break of Cost (“BOC”) level of effort estimate, only for the portion of scope which is redlined in the Detailed Work Plan prepared by HNTB:

Task	HNTB		Break of Cost	
	Hours	Cost	Hours	Cost
2.3 Risk Register	280	\$ 58,298.00	175	\$ 28,810.00
2.4 Project Cost Estimate	120	\$ 25,615.00	120	\$ 21,985.00
3.2 Change Management Plan	120	\$ 25,615.00	122	\$ 17,895.00
4.3 Quality Assurance	304	\$ 65,993.00	262	\$ 48,218.00
9.5 Tribal Coordination	70	\$ 18,533.00	106	\$ 22,502.00
9.6 Railroad Coordination	320	\$ 60,320.00	447	\$ 59,578.00
9.7 Geotechnical Investigations Regulatory Permitting	362	\$ 49,628.00	372	\$ 67,137.00
10.0 Right-of-Way Acquisition Plan	96	\$ 8,730.00	402	\$ 50,574.00
11.1 Preliminary Engineering	3380	\$ 556,993.00	3250	\$ 481,436.00
11.3 Site Reconnaissance	25	\$ 4,571.00	24	\$ 4,640.00
11.4 Subsurface Exploration Plan and Permit Support	204	\$ 33,422.00	160	\$ 35,200.00
11.5 Subsurface Explorations and Testing	720	\$ 102,701.00	540	\$ 102,400.00
11.6 Laboratory Testing	104	\$ 17,684.00	60	\$ 11,600.00
11.7 Geotechnical Data Report	258	\$ 37,777.00	184	\$ 35,440.00
11.8 Preliminary Geotechnical Analysis	856	\$ 139,689.00	704	\$ 122,640.00
11.9 Meetings	112	\$ 23,963.00	112	\$ 23,520.00
11.10 Contract Management	124	\$ 20,423.00	60	\$ 12,000.00
11.12 Utility Relocation	400	\$ 53,907.00	616	\$ 81,276.00
11.13 Survey	952	\$ 102,538.00	672	\$ 92,881.00
12.1 Construction Staging Evaluation	120	\$ 38,265.00	120	\$ 31,690.00
Totals	8927	\$ 1,444,665.00	8490	\$ 1,351,422.00

Reconciliation Notes:

- Task 2.3: Based on the October 11, 2022 meeting, we understand the Port requested HNTB to reduce the hours for this task by 100 hours. HNTB’s estimate will remain higher than the BOC due to higher average salary rates versus what was assumed in the BOC.
- Task 11.1 Based on the October 11, 2022, meeting, we understand that HNTB’s salary rate for this task represents an average staff member of approximately one ASCE grade level higher than assumed in the BOC. The difference may be explained by additional engineering hours in the BOC in Task 10.0.

Exhibit B - Comparison and Reconciliation between HNTB and Break of Cost – RBMC Amendment 1 | Other Scope based on Clarifications

In addition to the redlined scope provided in the Detailed Work Plan, we understand the following items are included in Amendment #1 based on discussions with the Port on October 7 and October 11, 2022 and other clarifications provided by HNTB. These items are not directly reflected in the redlines to the written Detailed Work Plan, and as such we cannot independently estimate the hours and costs associated with the added scope. We understand the following is generally accepted by the Port:

- The HNTB project Manager (Michael Shannon) will be full-time on the project. This is approximately 1000 hours, added primarily to Task 1 Project Management and Administration.
- Additional hours are added to Task 1 Project Management and Administration for a project administrator role to provide project-specific tasks such as general administration, document control, and preparing meeting minutes.
- The Project Controls Manager will be full time on the project. This represents the balance of hours added to Task 1.
- Hours are added to Task 5, 6, 7, and 9.1 for the participation by the HNTB Project Manager and/or Project Control Manager in these tasks, where such participation was not included in the original contract.
- There will be additional communication efforts for the geotechnical work.

The average salary rate for these additional hours is commensurate with the high-level staffing commitments to the project noted above.

Task	Hours	Cost
Task 1 – Project Management and Administration	1994	\$ 421,431
Task 5 – Project Controls	80	\$ 17,076
Task 6 – Communication	140	\$ 37,066
Task 7 – Funding, Financing and Tolling	150	\$ 35,609
Task 9.1 – Environmental Coordination (NEPA)	32	\$ 8,472
Total	2396	\$ 519,654

Exhibit C - Comparison and Reconciliation between HNTB and Break of Cost – RBMC Amendment 1 | Other Direct Costs

HNTB Proposed the following Other Direct Costs (“ODCs”) in Amendment #1.

Service	Unit	Estimated Quantity	Estimated Cost
1. Lodging - Fed per diem (average 2 people)	\$100/night	250 nights	\$ 25,000.00
2. General Per Diem (average 2 people on site)	\$59/day	350 days	\$ 20,650.00
3. Misc Travel Expenses	-	-	\$ 5,000.00
4. Survey expenses, traffic control, flagging	-	-	\$ 10,000.00
5. Geotechnical Lab Testing	-	-	\$ 39,466.00
6. Subsurface testing prep time, travel, monitoring	-	-	\$ 13,786.00
7. Geotechnical Drilling	-	-	\$ 455,848.00
Total			\$ 569,750.00

Items 1 to 4 are consistent with allowable federal per diem costs, and we understand the staff site presence proposed by HNTB is consistent with the Port’s expectations.

A comparison of Items 5 to 7 are provided below:

Service	HNTB	Break of Cost
5. Geotechnical Lab Testing	\$ 39,466.00	\$ 31,200.00
6. Subsurface testing prep time, travel, monitoring	\$ 13,786.00	\$ 423,500.00
7. Geotechnical Drilling	\$ 455,848.00	
Total	\$ 509,100.00	\$ 454,700.00

**PORT OF HOOD RIVER
ENGINEERING AND RELATED SERVICES CONTRACT
Contract Number: POHR 2022-01
AMENDMENT No. 1**

This Amendment No. 01 (the “**Amendment**”) to the Port of Hood River Engineering and Related Services Contract No. 2022-0, dated July 12, 2022 (the “**Agreement**”) is entered into between the Port of Hood River and HNTB Corporation, a Missouri Corporation (collectively, the “**Parties**”).

RECITALS

WHEREAS, the July 12, 2022, Engineering and Related Services Contract included an expiration date of December 31, 2026.

WHEREAS, based upon the needs of the project, this amendment allows for changes to the Statement of Work (Exhibit A), including an increase in the consultant compensation.

NOW, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

AGREEMENT:

1. **Exhibit A:** The Parties hereby replace Exhibit A with the “Amendment 1 Detailed Work Plan Updated October 20, 2022” Exhibit A attached hereto.
2. **Exhibit B:** The Parties hereby add Exhibit B with the “Amendment 1 Amendment Estimate by Month”
3. The Parties hereby agree to amend the Total Not to Exceed (“NTE”) amount for this contract value to the total value of \$4,273,976 based on amended Exhibit A.
4. **REMAINING CONTRACT PROVISIONS.** Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect.

HNTB Corporation Inc.

Thomas Schnetzer, NWD Operations & Date
Delivery Officer

Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645

Kevin Greenwood, Executive Director Date

Approved for Legal Sufficiency

William J. Ohle, Port Counsel Date

AMENDMENT 1 DETAILED WORK PLAN

Dated October 20, 2022

HNTB JOB #74620 / POHR #2022-01

INTRODUCTION	4
FUNCTION AND PURPOSE OF THE DETAILED WORK PLAN	4
CONSULTANT DELIVERABLE STANDARDS	4
GENERAL PROVISIONS	4
DETAILED WORK PLAN – YEAR 1	6
TASK 1 – PROJECT MANAGEMENT	6
Subtask 1.1 – Project Management	6
Subtask 1.2 – Chartering Workshop	7
Subtask 1.3 – Document Control	7
Subtask 1.4 – Project Debriefs (Existing Contracts)	8
Subtask 1.5 – Contract Administration	8
Subtask 1.6 – Invoicing & Progress Reporting	9
Subtask 1.7 – Meetings	10
TASK 2 – RISK MANAGEMENT	10
Subtask 2.1 – Risk Management Plan	10
Subtask 2.2 – Risk Workshop	11
Subtask 2.3 – Risk Register	11
Subtask 2.4 – Project Cost Estimate (PCE)	12
TASK 3 – CHANGE MANAGEMENT PLAN	12
Subtask 3.1 – Change Management Plan	12
TASK 4 – QUALITY	13
Subtask 4.1 – Quality Management Plan (QMP)	13
Subtask 4.2 – Quality Training	13
Subtask 4.3 – Quality Assurance	14
TASK 5 – PROJECT CONTROLS	14
Subtask 5.1 – Project Controls Plan	14
Subtask 5.2 – Project Dashboard	15
Subtask 5.3 – Integrated Project Schedule	15
Subtask 5.4 – Sub Project Schedule	16
TASK 6 – COMMUNICATIONS	16
Subtask 6.1 – Public Involvement & Communications Plan	16
Subtask 6.2 – Strategic Communications Support	17

Subtask 6.3 – Workshops.....	18
Subtask 6.4 – Public Involvement & Project Branding	19
Subtask 6.5 – Meetings	20
TASK 7 – FUNDING, FINANCE AND TOLLING (FFT).....	20
Subtask 7.1 – Financial Planning, Modeling and Scenarios.....	20
Subtask 7.2 – FFT Workshops	21
Subtask 7.3 – Competitive Grant Services	22
Subtask 7.4 – Traffic and Revenue Advisory Services.....	22
Subtask 7.5 – Meetings	22
TASK 8 – DELIVERY METHOD.....	23
Subtask 8.1 – Delivery Method Analysis.....	23
Subtask 8.2 – Delivery Method Workshop	24
Subtask 8.3 – Industry Outreach	24
TASK 9 – ENVIRONMENTAL AND REGULATORY	25
Subtask 9.1 – Environmental Coordination (NEPA).....	25
Subtask 9.2 – Environmental Compliance Plan	26
Subtask 9.3 – Environmental Compliance Workshop	26
Subtask 9.4 – Regulatory Agency Coordination.....	27
Subtask 9.5 – Tribal Coordination.....	28
Subtask 9.6 – Railroad Coordination	29
Subtask 9.7 – Geotechnical Investigations Regulatory Permitting	30
TASK 10 – RIGHT OF WAY (ROW).....	31
Subtask 10.1 – Right of Way Acquisition Plan	31
TASK 11 – ENGINEERING.....	32
Subtask 11.1 – Preliminary Engineering	32
Subtask 11.2 – Geotechnical Explorations	33
Subtask 11.3 – Site Reconnaissance	33
Subtask 11.4 – Subsurface Exploration Plan and Permit Support.....	34
Subtask 11.5 – Subsurface Explorations and Testing.....	34
Subtask 11.6 – Laboratory Testing.....	35
Subtask 11.7 – Geotechnical Data Report.....	36
Subtask 11.8 – Preliminary Geotechnical Analysis and Memorandum.....	36
Subtask 11.9 – Meetings	37
Subtask 11.10 – Contract Management.....	37
Subtask 11.11 – Optional Services (HazMat?)	38
Subtask 11.12 – Utility Relocation	38

Subtask 11.13 – Survey	38
TASK 12 – CONSTRUCTION	39
Subtask 12.1 – Constructability Staging Evaluation	39
TASK 13 – CONTRACTING	40
Subtask 13.1 – Contract Procurement	40
Subtask 13.2 – Meetings	41

INTRODUCTION

This Detailed Work Plan is incorporated into Exhibit A, Statement of Work, to the Port of Hood River Contract Number: POHR 2022-01 (“Contract”) between the Port of Hood River (“AGENCY”) and HNTB Corporation (“CONSULTANT”) to provide strategic program management and related services (the SERVICES), for the planning, design, and construction of a replacement structure for the Port of Hood River Bridge (the PROJECT).

FUNCTION AND PURPOSE OF THE DETAILED WORK PLAN

The function and purpose of the Detailed Work Plan is as stated in Exhibit A to the Contract. Internally and through third-party consultants, the AGENCY has developed and will continue to develop PROJECT related documents, materials and other technical information that will be available to CONSULTANT during the term of this Contract. Subject to the CONSULTANT’S Professional Standard of Care, the AGENCY represents that the CONSULTANT shall have the right to rely on the accuracy and completeness of any documents or other materials provided by AGENCY and other participants on the PROJECT to the CONSULTANT and that CONSULTANT’s use of such documents and material will not infringe upon any third parties’ rights.

CONSULTANT DELIVERABLE STANDARDS

The CONSULTANT shall provide the following types of deliverables in the format, quantity, and timeframes stipulated below, unless otherwise defined in a task:

- Agendas – submit at least one (1) business day before scheduled meetings or workshops – one (1) electronic copy in Microsoft Word format
- Meeting Minutes – submit within three (3) business days following the meeting, workshop, or other event – one (1) electronic copy in Microsoft Word
- Other Documents – submit one (1) electronic copy in Microsoft Word format
- Unless stated otherwise in this Scope of Work, deliverables will first be submitted by CONSULTANT to AGENCY as drafts for AGENCY review and comment, with one (1) review of each draft by AGENCY, and then a final submittal that incorporates AGENCY’s comments, subject to one (1) additional review by AGENCY and adjustment by CONSULTANT
- AGENCY will have a reasonable time to review and provide comments on CONSULTANT’s deliverables that are reviewed within AGENCY with the understanding that Agency does not have control over others outside the AGENCY. Consultant shall not be responsible for unreasonable AGENCY or other reviews outside of Consultant’s control. AGENCY and CONSULTANT will identify anticipated reviewers and timelines when planning the schedule and work plan for each deliverable

GENERAL PROVISIONS

- Workshops – in addition to the number of CONSULTANT attendees identified in the Tasks below, up to one (1) facilitator and one (1) designated notetaker will also attend meetings or workshops as agreed between AGENCY and CONSULTANT
- Development and preparation of Meeting Agenda, Material, Notes and Action Items shall average of one (1) hour per meeting for each CONSULTANT attending
- Development and preparation of Meeting Agenda, Material, Notes and Action Items shall average of one (1) hour per meeting for each CONSULTANT attending.

Meetings, Workshops and Trainings will have a virtual and in-person option, with 50% of meetings in person for estimating. Video/phone conference format of meetings shall mean either Microsoft Teams, WebEx programs, or other format agreed to by the participants.

DETAILED WORK PLAN – YEAR 1

TASK 1 – PROJECT MANAGEMENT

The CONSULTANT shall actively coordinate with AGENCY and manage all aspects of the CONSULTANT's SERVICES such as identifying and resolving issues in a timely manner.

Subtask 1.1 – Project Management

Conditions:

- One (1) CONSULTANT project review per month attended by up to two (2) CONSULTANT staff and will average one (1) hour.
- Monthly update meetings with AGENCY will be attended by up to six (6) CONSULTANT, including sub-consultant, staff and average one (1) hour.
- Monthly CONSULTANT Team Leader meeting will be attended by up to eight (8) CONSULTANT, including sub-consultant, staff and average one (1) hours.
- The Initial PMP will be provided to AGENCY for review.
- The Initial PMP will be updated in future Detailed Work Plans as the Project is further defined.
- The labor expense details for this scope item include hours for CONSULTANT staff to perform general management of the Project and CONSULTANT team. These hours are in addition to the performance of the deliverables outlined above.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Manage, administer, and coordinate CONSULTANT activities.
- Manage the scope, schedule, and budget as provided in this Detailed Work Plan.
- Coordinate and meet with AGENCY in meetings to discuss and plan key activities and issues related to project scope, schedule, and budget.
- Prepare an Initial Project Management Plan (PMP). The Initial PMP will include the following:
 - Roles and Responsibilities for AGENCY and CONSULTANT team
 - Work Breakdown Structure (WBS)
 - Components: Work Plan, Project Quality Plan, Risk Management Plan, Change Management Plan, Communication Plan, Document Control Plan, Project Controls Management Plan
- Develop a CONSULTANT Communication Plan that describes how AGENCY and CONSULTANT team will communicate and coordinate with each other and with outside agencies to manage and implement CONSULTANT's work. The CONSULTANT shall conduct one project review each month with the CONSULTANT Principal in Charge or their designee. The meeting will address the CONSULTANT team's performance of scope, schedule, budget, and quality.
- Maintain an Action Items Log of current action items, technical issues requiring resolution and documentation of the decisions

Deliverables:

- 1.1.1. Initial Project Management Plan (PMP) due 09/30/2022.
- 1.1.2. Action item log updated Monthly.
- 1.1.3. Director Update's - Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.1.4. CONSULTANT Team Lead's - Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.1.5. Monthly Project Review - Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 1.2 – Chartering Workshop

Conditions:

- The workshop will be attended by up to eight (8) CONSULTANT staff, including sub-consultants, and will last up to four (4) hours.
One (1) workshop preparation meeting will be attended by up to eight (8) CONSULTANT staff, including sub-consultants and will last up to one (1) hour each.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Facilitate and participate in a workshop with AGENCY leadership team, BSWG and Port of Hood River Commission to align the PROJECT purpose, establish consistent goals and develop a process/milestone schedule and decision-making matrix.
- Identify strategies the AGENCY should use in evaluating and making decisions about funding opportunities and delivery method
- Engage AGENCY leadership in setting the overall direction for the bridge replacement and to define clear project definition and decision making.

Deliverables:

- 1.2.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.2.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 1.3 – Document Control

Conditions:

- The Initial Document Control Plan will be provided to AGENCY for review.
- The Initial Document Control Plan will be updated in subsequent Detailed Work Plans as the PROJECT and associated document types are better defined.

Activities

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop an Initial Document Control Plan as part of the PMP described in Subtask 1.1 that outlines an electronic folder structure to be used by CONSULTANT for PROJECT-related documents. The Plan will also identify procedures CONSULTANT will use for the storage and management of public and non-public documents.

- Manage, establish, organize, implement and update an electronic document control system for use by the AGENCY, CONSULTANT and subconsultant staff for the PROJECT, consistent with the Initial Document Control Plan. This system will organize, and store PROJECT-related documents being produced or received by CONSULTANT.
- Provide access to this document control system for AGENCY staff as requested by AGENCY.
- Provide one training session, up to one (1) hour in duration, to AGENCY and twenty (20) CONSULTANT staff for implementing the Document Control Plan and using the system.

Deliverables:

- 1.3.1. Initial Document Control Plan due 09/30/2022.
- 1.3.2. Implement & Update Document Control System.
- 1.3.3. Training on Document Control System no later than 09/30/2022.

Subtask 1.4 – Project Debriefs (Existing Contracts)

Conditions:

- The CONSULTANT will work with the AGENCY to identify the AGENCY’s current consultant contracts for coordination
- Meetings with AGENCY and five (5) of the AGENCY’s existing consultants will be attended by up to three (3) CONSULTANT, including sub-consultant, staff and will last for four (4) hours.
- CONSULTANT will schedule and attend meetings as requested by the AGENCY

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Attend debriefing meetings and events to coordinate with AGENCY and AGENCY’s other consultants performing work related to the PROJECT to inform the CONSULTANT of the project status and existing challenges and opportunities

Deliverables:

- 1.4.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.4.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 1.5 – Contract Administration

Conditions:

- The labor expense details for this scope item include certain hours for CONSULTANT staff to perform general contract administration for the CONSULTANT team. These hours are in addition to performance of the activities described below

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate, execute, and manage CONSULTANT and sub-consultant agreements
- Monitor CONSULTANT and sub-consultant budget and schedule performance
- Communicate and meet with CONSULTANT task leads and sub-consultants to review and update work progress related to scope, schedule, budget
- Track and monitor CONSULTANT and sub-consultant schedule performance and meet with CONSULTANT task leads and sub-consultants to review and update work progress related to scope, schedule, budget
- Update reports with CONSULTANT and sub-consultant actuals, percent complete, and forecasted related to scope, schedule, budget
- Establish Work Breakdown Structure (WBS) and reporting templates to actively track and manage CONSULTANT and sub-consultant budgets and costs
- Document, track, and report on PROJECT changes related to budget with HNTB's Project Manager, Deputy Project Manager, and AGENCY, as needed
- Update CONSULTANT and sub-consultant agreements as PROJECT progresses
- Update WBS and cost reporting templates as PROJECT progresses

Deliverables:

1.5.1. Contract Administration Services throughout the Term of the Contract.

Subtask 1.6 – Invoicing & Progress Reporting

Conditions:

- Monthly invoices will be submitted for the duration of this Detailed Work Plan.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Manager and Develop invoicing and reporting guidelines per AGENCY invoicing policies
- Update and submit monthly invoice documenting services performed by the CONSULTANT and its sub-consultants
- Meet with subconsultants, as needed, for adherence to invoicing and reporting guidelines
- Update and submit monthly progress report detailing, in written form, services completed during the invoicing period
- Update invoicing and reporting guidelines as PROJECT progresses

Deliverables:

- 1.6.1. Monthly invoice
- 1.6.2. Invoicing guidelines and workflow due 08/31/2022.
- 1.6.3. Monthly progress report

Subtask 1.7 – Meetings

Conditions:

- Bi-State Working Group will be attended monthly on average by up to two (2) CONSULTANT staff, including sub-consultants, and will last up to two (2) hours.
- Port Commission Meetings will be attended semi-monthly on average by up to two (2) CONSULTANT staff, including sub-consultants, and will last up to two (2) hours
- Key Stakeholders will be attended Monthly on average by up to four (4) CONSULTANT staff, including sub-consultants, and will last up to one (1) hour
- Regional/Local regulatory agencies will be attended monthly on average by up to four (4) CONSULTANT staff, including sub-consultants, and will last up to one (1) hours
- State Elected Officials of Oregon and Washington Meetings that will be attended quarterly on average by up to two (2) CONSULTANT staff, including sub-consultants, and will last up to one (1) hour

Activities

The CONSULTANT shall perform the following in support of the SERVICES:

- Participate in meetings with the following:
 - Bi-State Working Group
 - Port Commission
 - Key Stakeholders
 - State/Regional/Local Regulatory Agencies
 - State/National Elected Officials for Oregon and Washington

Deliverables:

- 1.7.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 1.7.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

TASK 2 – RISK MANAGEMENT

Subtask 2.1 – Risk Management Plan

Conditions:

- The Risk Management Plan will incorporate work already performed by the AGENCY and expand based on project progress and updated project information.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop a Risk Management Plan as part of the PMP described in Subtask 1.1 after the initial Risk Management workshop is completed. The Risk Management Plan will include the following:
 - Identification and ranking of project risks in a risk register that summarizes the nature and occurrence of each risk.

- A risk action plan that can be used as an ongoing management tool that identifies at least one person from CONSULTANT or AGENCY who will lead the management of each risk and the actions and timelines necessary for managing the risk.
- Review the risk evaluation progress to date, expand to include more detailed risk evaluation and mitigation strategies and set the basis of the risk register

Deliverables:

2.1.1. Initial Risk Management Plan due 09/30/2022.

Subtask 2.2 – Risk Workshop

Conditions:

- The Risk Management Workshop will be attended by AGENCY staff and up to twelve (12) CONSULTANT, including sub-consultant, staff. The workshop will last up to four (4) hours.
- CONSULTANT will schedule the workshop.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Facilitate and participate in a Risk Management Workshop to document and update AGENCY’s risk evaluation activities to date.
- Draft preliminary list of risk factors.

Deliverables:

- 2.2.1. Preliminary list of risk factors due 08/31/2022.
- 2.2.2. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 2.2.3. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 2.3 – Risk Register

Conditions:

- CONSULTANT team will track and update the risk register six (6) times per year. A meeting will be held with the AGENCY staff and up to two (2) CONSULTANT, including sub consultant staff and average one (1) hour.
- Risk reviews, monitoring and risk register updates average 2 days per month.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop and maintain the project risk register
- Develop a risk register log that will identify/list project risks
- Establish a risk order (highest risk to lowest risk)
- Assign probabilities of risk occurring both in cost and schedule
- Evaluate and assign potential costs and/or schedule impacts of the risk
- Update Risk Register on a monthly basis

- Update risk register with Delivery Method Selection process

Deliverables:

- 2.3.1. Risk Register due 08/31/2022.
- 2.3.2. Maintain and update Risk Register at least quarterly.
- 2.3.3. Risk Review Meetings as per CONSULTANT DELIVERABLE STANDARDS.
- 2.3.4. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 2.3.5. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 2.4 – Project Cost Estimate (PCE)

Conditions:

- The original PCE is provided by the AGENCY for review and incorporation into project planning.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Review the existing Project Cost Estimate (PCE) and perform estimate updates based on changes to project information, assumptions, major changes in market conditions, and potential scope changes.
- Use the existing and updated PCE to inform fund source programming, funding needs, and delivery method selection process.
- .

Deliverables:

- 2.4.1. Programming and Funding Need One-Pagers for Key Project Stakeholders

TASK 3 – CHANGE MANAGEMENT PLAN

Subtask 3.1 – Change Management Plan

Conditions:

- No Conditions for this Subtask.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare a Change Management Plan (CMP) for the PROJECT and submit to the AGENCY for review and approval.
- Define the process for identification, notification, processing, and documentation of all project changes.
- Maintain change control log of proposed, pending, and executed changes internal and external to the PROJECT
- Define the change approval process

Deliverables:

3.1.1. Change Management Plan

TASK 4 – QUALITY

Subtask 4.1 – **Quality Management Plan (QMP)**

Conditions:

- The CONSULTANT's Initial Draft QMP will be provided to AGENCY for review.
- The CONSULTANT's Final QMP will be provided to AGENCY for review.
- The Quality Management Plan will only cover quality activities expected during the duration of the Detailed Work Plan (12 months) and will be updated to add additional activities during future Detailed Work Plans(s).
- QC activities will be performed according to the procedures and schedules outlined in the QMP, and QC labor hours are budgeted with each deliverable under individual subtasks throughout this Scope of Work.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop procedures for quality control and quality assurance review processes
 - Draft Quality Management Plan as part of the PMP described in Subtask 1.1
 - Coordinate a list of deliverables
 - Identify of which quality review procedures that apply to each identified deliverable and who will perform each quality review.
 - Quality certification by the CONSULTANT's Project Quality Manager and signature forms for each of the PROJECT'S delivery milestones
- Quality Assurance (QA) of SERVICES provided under this Detailed Work Plan. QA activities include verifying that CONSULTANT's QC activities are being performed and documented for each deliverable according to the QMP procedures and monitoring and documenting CONSULTANT's overall compliance with the QMP requirements.

Deliverables:

4.1.1. Quality Management Plan (QMP) due 08/31/2022

Subtask 4.2 – **Quality Training**

Conditions:

- The QMP will be reviewed by all CONSULTANT team members working on deliverables during the term of this Detailed Work Plan, all team members as they onboard the project, and will last up to one (1) hour.
- CONSULTANT staff will need to be trained as part of a future authorization.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Provide QMP for review by CONSULTANT and sub-consultant team

Deliverables:

4.2.1. QMP Training (Initial Training) held no later than 08/31/2022.

Subtask 4.3 – Quality Assurance

Conditions:

- Quality Control activities performed for each deliverable according to procedures and schedules outlined in QMP

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Provide Quality Assurance of deliverables provided in the Work Authorization
- Verify CONSULTANT's Quality Control activities being performed and documented for each deliverable according to QMP procedures
- Monitor and document CONSULTANT's overall compliance with QMP requirements

Deliverables:

4.3.1. Quality Assurance Log

TASK 5 – PROJECT CONTROLS

Subtask 5.1 – Project Controls Plan

Conditions:

- The Project Controls Plan will be updated in subsequent Detailed Work Plans as the PROJECT is better defined.
- The CONSULTANT Project Controls Plan will be provided to AGENCY for review. A single review-and-comment cycle by the AGENCY is assumed.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare a Project Controls Management Plan as part of the PMP described in Subtask 1.1 that identifies the tools, processes, and systems that will be evaluated and implemented by the CONSULTANT
- Address the CONSULTANT's data collection, processing, and reporting needs and solutions during the term of this Detailed Work Plan
- Identify potential future needs, options, collaboration, and evolution that may be needed in later phases.

Deliverables:

5.1.1. Initial Project Controls Plan due 08/31/2022.

Subtask 5.2 – Project Dashboard

Conditions:

- The Project Dashboard will be web-based, accessible with appropriate permissions by the CONSULTANT and AGENCY only.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop and maintain a Project Dashboard showcasing key performance indicators (KPIs) as determined by the CONSULTANT and the AGENCY.
- Address the CONSULTANT's critical items influencing short-term goals during the term of this Detailed Work Plan, and it will evolve to show the relevant, project specific KPIs of each project phase.

Deliverables:

5.2.1. Project Dashboard

Subtask 5.3 – Integrated Project Schedule

Conditions:

- The Project Schedule will be developed in the latest version of Primavera P6.
- The Project Schedule will be made available in printable PDF format and through online schedule review tools, such as ProjectControls.online.
- The Schedule will be presented in relevant summary formats using various visualization tools and techniques.
- Changes to the Project Baseline will require the approval of the Project Manager and the AGENCY.
- Initial Project assumptions shall be documented in conjunction with the approval of the Baseline Schedule.
- The Project Schedule will be updated monthly.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare an integrated master schedule (Project Schedule) that encompasses all known and potential activities to complete the Project based on the interaction of sub-project schedules and in alignment with completion milestones
- Baseline after the review and approval by the CONSULTANT and the AGENCY
- Document and track project assumptions influencing or driving the Project Schedule Baseline
- Update the Project Schedule with progress from active sub-project schedules and refine the Schedule to reflect the current project status and assumptions

Deliverables:

5.3.1. Integrated Master Project Schedule Baseline due 08/31/2022.

5.3.2. Project Schedule Updates, provided quarterly

Subtask 5.4 – **Sub Project Schedule**

Conditions:

- The sub-project Schedules will be developed in the latest version of Primavera P6 or converted from their native formats to Primavera P6.
- The sub-project Schedules will be made available in printable PDF format and through online schedule review tools, such as ProjectControls.online.
- The schedules will be presented in relevant summary formats using various visualization tools and techniques.
- Changes to the sub-project Baselines will require the approval of the Project Manager.
- Initial Sub-project assumptions shall be documented in conjunction with the approval of the Baseline Schedule.
- The known sub-project schedules include but are not limited to: Design, Funding, Delivery Method Selection, Permitting, Outreach, Procurement, and Governance.
- The Sub-Project Schedule will be updated monthly.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare, review, and maintain sub-project schedules that encompasses all known and potential activities to complete each phase of the project in alignment with completion milestones
- Baselined after the review and approval by the CONSULTANT team
- Document and track project assumptions influencing or driving the sub-project schedules
- Update the schedules with progress from active work and refine the scheduled to reflect the current sub-project status and assumptions.

Deliverables:

- 5.4.1. Baseline Sub-Project Schedules due 08/31/2022.
- 5.4.2. Sub-Project Schedule Updates, provided quarterly

TASK 6 – **COMMUNICATIONS**

Subtask 6.1 – **Public Involvement & Communications Plan**

Conditions:

- The labor expense details for this scope item include certain hours for CONSULTANT staff to coordinate with AGENCY and AGENCY's public engagement and other consultants. These hours are in addition to performance of the deliverables and activities outlined below.
- CONSULTANT will participate in up to twelve (12) meetings with AGENCY partners for Strategic Communications as requested. Each meeting will be attended by up to two (2) CONSULTANT, including sub-consultant, and each will last up to two (2) hours.
- Deliverables will be provided two (2) times for AGENCY review and comment prior to distribution of one (1) final version.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Public Involvement and Communications Plan
 - Review relevant project documents and information to understand work done to date
 - Produce public involvement and communications plan which will outline: decision-making process; demographics analysis; team roles; outreach strategies; key messages; and schedule;
 - Produce and manage comprehensive list of stakeholders to engage throughout project
- Project Branding
 - Consultant to design a project logo that can be used throughout the remainder of the project; includes 2 2-hour branding meetings to discuss logo and project visual identity
 - Development of project templates, including a PowerPoint presentation and Memo template
 - A project Look Book that sets the project identity, including project fonts, colors and use of the logo
- Project Website
 - Design and production of a bilingual project website
 - Includes up to 1 1-hour meetings to discuss project website with the PMT prior to launching
 - A minimum of monthly website updates to inform the community about the project, public input opportunities and what's being considered with the design and other important project topics
 - Website content, images and formatting to meet all Oregon and Washington state ADA guidelines

Deliverables:

- 6.1.1. Public Involvement and Communications Plan (PICP) due 09/30/2022.
- 6.1.2. Project Branding, including project colors, logo, Look Book, PowerPoint Template, and Project Memo template due 09/30/2022.
- 6.1.3. Project Website – website in English and Spanish languages updated monthly.

Subtask 6.2 – Strategic Communications Support

Conditions:

- Strategic Communications Plan will be one (1) draft and one (1) final submittal
- Strategic Communications Plan will be a component of the Public Involvement and Communications Plan (Deliverable 6.1.1)

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop a strategic communications plan for AGENCY with their partner agencies, regulatory agencies, and elected officials as it relates to the PROJECT.

Deliverables:

- 6.2.1. Strategic Communications Plan due 09/30/2022.

Subtask 6.3 – Workshops

Conditions:

- Public Involvement Kick Off Workshop:
 - Held within the first month of NTP
 - May be held in combination with larger team kick off meeting
 - Held in-person at the Port for two (2) hours.
 - Staffing will include 3 – 4 CONSULTANT staff; assumes some prep time
- Stakeholder Interviews
 - Assumed to be one (1) hour in duration
 - Include 2 CONSULTANT staff for each interview and will include travel.
 - Completed within the first 3 months following NTP

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Public Involvement Kick Off Workshop
 - Public involvement goals and what's needed during year one and during the design phase
 - Key messages
 - Working together and team roles for public engagement
 - Key stakeholders and working with the public
 - Decision-making structure and process
 - Concerns that may need to be followed up on
 - Media planning, and more
 - Comments received from the meeting will be incorporated into the PICP
- Stakeholder and Comment Tracking/ Engagement Project Success Measurement
 - Track, code and maintain participation in engagement activities and comments received throughout the project
 - Track stakeholders who participate in outreach activities or those who would like to receive project updates throughout the project
- Stakeholder Interviews and Ongoing Engagement
 - Stakeholder interviews with up to 15 stakeholders that have been involved with the project in prior phases and/or that have key interests with the project
 - Develop an interview plan with questions and interview roles and responsibilities, schedule all interviews and summarize the conversations in an interview summary
 - Document key concerns and opportunities for design and test project branding and key messaging with stakeholders prior to the first media campaign
 - Interviews will also inform overall engagement strategy throughout the remainder of the work
- Jurisdictional/ Community Presentations and Key Stakeholder Direct Engagement
 - Attend and present at jurisdictional standing meetings to discuss the project and ask for feedback as appropriate
 - Contact key stakeholders to discuss the project, key concerns, and opportunities throughout the project
 - Provide notes on stakeholder conversations weekly to keep the project team informed of conversations
 - Prepare for in-person presentations with PowerPoint slides and materials as appropriate

Deliverables:

- 6.3.1. Public Involvement Kick Off Workshop - one draft and one final agenda
- 6.3.2. Stakeholder and Comment Tracking - Regular updates to stakeholder comment log; Quarterly updates on progress and measurements of success
- 6.3.3. Stakeholder Interviews and Ongoing Engagement - one draft and one final Interview Plan; one draft and one final Interview Summary
- 6.3.4. Jurisdictional/ Community Presentations – Weekly recap notes on stakeholder conversations; Comments tracked in the comment log; Presentation materials per stakeholder group for in-person presentations and meetings

Subtask 6.4 – Public Involvement & Project Branding

Conditions:

- Spanish language interpretation will need to be added with future Detailed Work Plan to produce Spanish-language materials

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

Media Campaigns (Multimedia)

- Media + On-Going Project Communications Support
 - Comprehensive communications and media support including:
 - Production of monthly communications for stakeholder emails to keep everyone in the know
 - Develop and track press releases on important events to local and regional media and nonprofit organizations
 - Monthly updates to project team talking points
 - Tracking media coverage for the project
- Factsheets
 - Consultant to design and produce factsheets at key project milestones.
 - Anticipated to produce up to 4 factsheets in year 1
 - Factsheets will provide important project information including why this work is needed, overall schedule, and how interested parties can be involved and track the process.
 - Factsheets are assumed to be a double-sided 8.5x11 material
 - Consultant will print factsheets for use at community events and presentations
- Social Media
 - Production and management of three social media accounts for the project. Recommended Facebook, Twitter and Instagram.
 - 2 - 3 posts per week on each account, including content and graphics
 - Management and response to public comments on accounts
 - Social media posts in Spanish

Deliverables:

- 6.4.1. Media and On-Going Project Communications Support - Updated media strategy including monthly communications for stakeholder email and partner communications and talking points for the project team.
- 6.4.2. Social Media - Project Facebook account; Project Twitter account; Project Instagram account
- 6.4.3. Two (2) Factsheets – one draft and one final factsheet per factsheet; produced bi-annually the first due 09/30/2022

Subtask 6.5 – Meetings

Conditions:

- Meetings to be held in-person at the Port; travel required
- CONSULTANT will provide three (3) staff at each meeting
- CONSULTANT will prepare and distribute meeting notes
- Assumes two to three 1-hour meetings monthly

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Attend Consultant team meetings and meetings with the Project Management Team, assumes 2 - 3 one-hour meetings monthly
- Overall email coordination with the Port of Hood River, Project Management Team and project partners
- Provide support with calendar invitations and coordination of meetings, as needed

Deliverables:

- 6.5.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 6.5.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

TASK 7 – FUNDING, FINANCE AND TOLLING (FFT)

CONSULTANT will collaborate with AGENCY to develop and maintain up-to-date update project financial plans including cash flow models and financial and economic analyses. CONSULTANT shall conduct workshops to identify and refine funding, finance options, and develop a 2-year funding and finance roadmap. CONSULTANT will support AGENCY in efforts to secure funds and financing, including preparation of grant applications, lobbying support, meeting facilitation etc. CONSULTANT will coordinate with T&R consultants retained by others and, if necessary, will conduct or assist in the procurement of T&R services for the project. CONSULTANT will prepare reports and attend meetings as required or requested

Subtask 7.1 – Financial Planning, Modeling and Scenarios

Conditions:

- AGENCY and consultants currently under contract are available to participate as needed

- Funding and Cash Flow Model: Development of basic model – Scenario testing budgeted separately.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Develop and maintain comprehensive Project Financial Plan
 - Deep-dive evaluation of current budgets, financial plans, and funding commitments/agreements.
 - Funding source evaluation of all relevant potential federal, state, and local sources. Analysis will include an evaluation of federal grant programs and development of a funding matrix.
 - Project Financial Plan will be a living document that will be updated as the project develops.
 - Financial Analysis for feasibility and debt capacity scenarios, including toll finance simulations. This could include financial aspects of a Delivery Options analysis for relevant Design Build (DB) and Public Private Partnership (P3) delivery options.
 - Funding and cash flow model to document funding sources and scenarios and include cash flow projections.

Deliverables:

7.1.1. Initial Project Financial Plan due 09/30/2022.

Subtask 7.2 – FFT Workshops

Conditions:

- Workshops will be four (4) hours and will have the option to be attended both virtually and in-person
- Each workshop attended by eight (8) CONSULTANT personnel and AGENCY representatives as agreed

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- CONSULTANT will plan, conduct, and document one (1) workshop:
 - Workshop will establish policy preferences, identify potential funding sources, and discuss applicability and viability of various sources.
 - High level evaluation of policy, feasibility, and delivery options analysis around toll revenue scenarios.
 - High level prioritization of funding scenarios and approaches to securing requisite funding

Deliverables:

7.2.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.

7.2.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 7.3 – **Competitive Grant Services**

Conditions:

- Comprehensive application development includes development of project narrative, update of benefit-cost-analysis and supporting materials for application submission.
- One (1) Application
- Maximum of one (1) active grant
- AGENCY will provide BCA and other relevant materials from 2022 BUILD application that will be referenced or reused.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Grant Applications – Prepare applications for signature and submittal by AGENCY.
- Advocacy – Support legislative and agency advocacy in support of grants and/or TIFIA, Bonding or other financing mechanisms as identified.
- Grant Agreements – Negotiate and document grant agreements. Prepare documentation for execution by AGENCY.
- Grant Administration – Prepare and file required reports, support audits, and provide support accounting for grant funds.

Deliverables:

- 7.3.1. Grant Applications within reasonable time for the AGENCY to review and execute
- 7.3.2. Grant Advocacy
- 7.3.3. Grant Agreements, Administration and Reporting

Subtask 7.4 – **Traffic and Revenue Advisory Services**

Conditions:

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- cursory review of Washington State’s independent Traffic and Revenue (T&R) consultant report

Deliverables:

- 7.4.1. Monitor Washington State Transportation Commission (WSTC) T&R Consultant

Subtask 7.5 – **Meetings**

Conditions:

- Four (4) Briefings and engagement with POHR and BSWG Commissioners and staff outside monthly meetings
- Four (4) Briefings and engagement with stakeholders outside ones listed in Task 1
- Two (2) Briefings, engagement and develop collateral material to support lobbying efforts
- Bi-Monthly, to include attendance and presentation at meetings (6 meetings)
- Attendance at selected meetings by specialty CONSULTANT personnel (3 meetings)

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Support development of an Aging Plan to program \$75M WA contribution
- Financial Briefings and Engagement as necessary
- Stakeholder engagement support (local and state agencies, legislatures, federal, tribal, and private stakeholders)
- Advocacy support (agency and legislative, state and federal) Includes development of collateral marketing materials, developing “elevator speech” script, supporting legislators, staff and lobbyists, facilitating meetings

Deliverables:

- 7.5.1. Stakeholder Engagement Support
- 7.5.2. Advocacy Support
- 7.5.3. Support for WSDOT Aging Plan
- 7.5.4. Support for BSBC Transition

TASK 8 – DELIVERY METHOD

Subtask 8.1 – Delivery Method Analysis

Conditions:

- The information gathered during Subtasks 8.2 and 8.3 will be considered and incorporated into this analysis and recommendations.
- The Delivery Method Analysis Report will be approximately 30 pages total including appendices.
- Coordination meetings will be held every two weeks between relevant representatives from the CONSULTANT and the AGENCY, will last up to two (2) hours and be attended virtually by at least one (1) person from the CONSULTANT representing the Delivery Method Analysis.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Conduct a qualitative analysis of potential project delivery methods for the PROJECT, based in part on the discussion and outcomes of Subtasks 8.2, 8.3. The analysis will identify and consider various factors agreed with the AGENCY and evaluate them under each of the potential project delivery methods
- Identify and assess the risks related to the project delivery methods, including those identified as part of Subtask 2.2
- Provide documentation of the project delivery analysis and recommendations in the form of a Delivery Method Analysis Report
- Participate in regular coordination meetings with AGENCY

Deliverables:

- 8.1.1. Delivery Method Analysis Report due 2/1/2023.

Subtask 8.2 – Delivery Method Workshop

Conditions:

- Each of the two (2) Delivery Method Workshops will be conducted in person at the AGENCY's offices, and a video/phone conference option will be offered.
- Each of the two (2) Delivery Method Workshops will last up to six (6) hours.
- CONSULTANT will coordinate with AGENCY to schedule the first workshop as an early activity, and the second workshop as a closeout activity, associated with the Delivery Method Analysis work in Subtask 8.1.
- Each Delivery Method Workshop will be attended by AGENCY staff and up to six (6) CONSULTANTS, including sub-consultant, staff.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Facilitate and participate in two Delivery Method Workshops with AGENCY
 - The first workshop will be conducted early in this first phase. The primary objectives of the first workshop are to:
 - present a structured approach to assist AGENCY in making a project delivery decision
 - provide initial identification of project goals
 - provide initial analysis of certain risks, especially as they relate to delivery method bring considered for the project
 - The second workshop will be conducted later in this first phase to present the findings and recommendations of the Delivery Method Analysis Report developed in Subtask 8.1.

Deliverables:

8.2.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.

8.2.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 8.3 – Industry Outreach

Conditions:

- The RFI document will be approximately ten pages in length and will outline the purpose of the RFI, details about the project, goals of the project, status of key approvals and project development, tolling considerations, project delivery methods under consideration, the types of information being requested and whether subsequent one-on-one meetings are being considered to engage in follow-up discussions with interested industry firms.
- Up to ten (08) RFIs will be received by AGENCY for review and summary by CONSULTANT.
- CONSULTANT will identify up to two (2) industry events, to be hosted at AGENCY facility or at an offsite conference or facility hosted by others, relevant to bridge construction and alternative delivery methods. Each event will be attended by up to two (2) CONSULTANT staff and could include up to one (1) hour of presentation and four (4) individual two (2)-hour meetings with industry teams.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare a Request for Information (RFI) document and process that outlines the project scope and solicits written responses from industry on project delivery options, risk matters and questions.
- Review and summarize RFI responses submitted to AGENCY by others.
- Facilitate and participate with AGENCY at up to two industry outreach events, which could include presentation of the project to an audience of industry representatives or meetings with individual entities including design or construction companies that are interested in future construction-related delivery of the project. The purpose of each industry outreach event will be to inform industry about the PROJECT and seek industry input on project delivery options, risk matters and questions. This industry outreach will be considered as part of the project delivery analysis and recommendations in Subtask 8.1.

Deliverables:

- 8.3.1. Request for Information (RFI) document due 06/30/2023.
- 8.3.2. Agenda and Materials prior to each industry event and Meeting notes and Action Items after each industry event as per CONSULTANT DELIVERABLE STANDARDS.
- 8.3.3. Meeting participation as per CONSULTANT DELIVERABLE STANDARDS.

TASK 9 – ENVIRONMENTAL AND REGULATORY

Subtask 9.1 – Environmental Coordination (NEPA)

Conditions:

- Two (2) CONSULTANT staff will attend up to six (6) NEPA coordination meetings with Agency, Project NEPA team, and regulatory agencies.
- Each of the individual NEPA coordination meetings will not exceed four (4) hours of CONSULTANT Environmental Lead time inclusive of travel.
- CONSULTANT will support the AGENCY with NEPA meetings but will not be preparing agendas or meeting materials, time under this subtask if for meeting attendance only.
- Effort anticipates Record of Decision (ROD) to be obtained by December 1, 2022. CONSULTANT efforts beyond this date or beyond the assumptions above will be completed through a future Detailed Work Plan.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with Agency and the Project NEPA team to track remaining environmental coordination, decisions, and deliverables associated with the completion of the NEPA process and issuance of the NEPA Record of Decision.
- Attend up to six (6) NEPA coordination meetings including, but not limited to, Section 4(f), Tribal Coordination, Section 106, and NMFS Biological Opinion meetings to track Project environmental compliance and support future regulatory compliance.

- Update the Project Environmental Compliance Plan (Task 9.2) as necessary based on information obtained during NEPA coordination efforts.

Deliverables:

- 9.1.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.1.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 9.2 – Environmental Compliance Plan

Conditions:

- The Environmental Compliance Plan (ECP) will be one (1) Draft, and (1) Final submittal.
- The ECP shall be prepared prior to Agency selection of Project delivery method and A/E team procurement.
- The ECP permitting schedule may require one (1) revision after selection of the Project delivery method to update the permitting schedule. No other ECP updates are included in this SOW.
- The construction phase ECP update shall be completed prior to construction after all permits are issued under a future CONSULTANT team contract amendment with the Agency.
- The ECP shall be updated in a future authorization after all permits have been issued and specific environmental commitments, requirements, and mitigation have been identified to support environmental compliance during the Project's construction phase.
- The future construction phase ECP shall also include details regarding environmental compliance team responsibilities and authority, reporting requirements, identify procedures for achieving environmental compliance, and establish procedures for identifying and resolving issues of non-compliance.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare an Environmental Compliance Plan (ECP) that:
 - Identifies all applicable environmental permits and authorizations required for the project.
 - Identifies key regulatory agency contacts.
 - Includes schedules for permit application preparation, agency review timelines, and permit issuance aligned with Project design milestones.

Deliverables:

- 9.2.1. Environmental Compliance Plan due 12/1/2022.

Subtask 9.3 – Environmental Compliance Workshop

Conditions:

- The Environmental Permitting Workshop will be attended by AGENCY and up to four (4) CONSULTANT team members.

- The Environmental Permitting Workshop will last up to eight (8) hours, inclusive of travel, and will be conducted in person in Hood River.
- CONSULTANT will prepare the workshop agenda, coordinate with participants to schedule the workshop, and provide Workshop meeting notes to participants

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with AGENCY to plan, conduct, and document an Environmental Compliance Workshop after completion of the ECP to review the ECP and project environmental compliance requirements.
- The workshop will focus on integrating environmental planning, permitting, and regulatory agency coordination activities with overall project development and delivery
- Facilitate discussion to outline the ECP's schedule for developing environmental documentation, permitting products, and milestones
- Will support selection of the project delivery method by outlining critical path permitting efforts for planning and scheduling purposes

Deliverables:

9.3.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.

9.3.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 9.4 – Regulatory Agency Coordination

Conditions:

- CONSULTANT shall attend up to ten (10) coordination meetings with applicable regulatory agency staff and Agency under this SOW to include US Coast Guard, Columbia Gorge Commission, US Army Corps of Engineers, National Park Service, Oregon Park and Recreation.
- Up to four (4) CONSULTANT staff shall attend the regulatory agency coordination meetings.
- Regulatory agency coordination meetings shall last up to five (5) hours, inclusive of travel, and shall be conducted in person in Hood River.
- CONSULTANT labor for regulatory agency coordination, outside of in person coordination meetings, shall be limited to 80 hours.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with applicable regulatory agencies to discuss permitting timelines and requirements for development of the Project ECP
- Coordinate and facilitate coordination meetings with regulatory agency staff and Agency to discuss specific regulatory permitting requirements, compliance needs, and permitting schedules

Deliverables:

- 9.4.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.4.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 9.5 – Tribal Coordination

Conditions:

- CONSULTANT will coordinate with the following tribes.
 - Confederated Tribes and Bands of the Yakama Nation [Yakama Nation]
 - Confederated Tribes of the Warm Springs Reservation of Oregon [Warm Springs]
 - Confederated Tribes of the Umatilla Indian Reservation [CTUIR]
 - Nez Perce Tribe
 - Cowlitz Indian Tribe, Confederated Tribes of the Siletz Indians (CTSI)
 - Confederated Tribes of the Grand Ronde Community of Oregon (Grand Ronde)
- CONSULTANT will hold six (6) coordination meetings one (1) with each tribe, each attended by up to two (2) CONSULTANT, including sub-consultant, staff. Each meeting is assumed to be two (2) hours in length.
- Three (3) of the six meetings will be held in person, averaging six (6) hours including travel time. Three (3) of the meetings will be held virtually.
- CONSULTANT will coordinate with the AGENCY on contact information for key tribal officials within the identified tribes and to develop background information about AGENCY's previous discussions or correspondence with elected officials.
- AGENCY will obtain all MOAs by December 1, 2022. Any support past this date will be done under future Detailed Work Plan

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Tribal Consultation Support
 - Develop a Tribal Coordination Plan, to include a briefing with each tribe, definition of project roles with respect to tribal coordination, and information on stakeholders and other organization impacted by the PROJECT.
 - Provide AGENCY tribal contacts.
 - Advise AGENCY on ways to resolve potential conflicts between tribes, both at government level and at staff level.
 - Review AGENCY's existing monitoring plan and provide comments. Advise on how to resolve comments from the tribes.
 - Provide input to project Action Item Log and Risk Register
- Assistance with Development of Memorandum of Agreements (MOAs)
 - Research existing MOAs with tribes and provide examples for review.
 - Review draft MOA's and provide comment.
 - Advise on how to approach tribes about potential sensitive issues.
 - Assist on identifying impacts from new bridge construction to the White Salmon Treaty Fishing Access Site and other tribal cultural resource sites.
 - Advise on how to approach the tribes with potential mitigation solutions.

- Assist with coordination of potential Native American elements or motifs that can be incorporated into the bridge design.
- Cultural Training
 - Provide training on the history and differences of the tribes in the Columbia River Gorge, fishing and first foods practices, history and development of the In-lieu and Treaty Fishing Access Sites, and other issues the tribes may raise with respect to the Bridge Replacement.
 - Provide archaeological monitoring of geotechnical exploration by a qualified archaeologist.
 - Prepare daily field notes describing work done and results
 - Review existing Inadvertent Discovery Plan and any associated MOA's prepared to date by WSA, ODOT, or WSDOT

Deliverables:

- 9.5.1. Tribal Coordination Plan due 09/30/2022.
- 9.5.2. Cultural Training no later than 09/30/2022.
- 9.5.3. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.5.4. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.
- 9.5.5. Draft and Final Summary Report of archaeological findings

Subtask 9.6 – Railroad Coordination

Conditions:

- Existing railroad facilities will remain in operation during construction except for limited, shortterm work.
- CONSULTANT will hold quarterly coordination meetings with BNSF and UP, up to six (6) total per year. Up to two (2) CONSULTANT, including sub-consultant, staff will attend meetings that will average one (1) hour.
- CONSULTANT will coordinate with the AGENCY on the names and contact info for key railroad officials with BNSF and UP and to develop background information about AGENCY's previous discussions or correspondence with elected officials.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Support the AGENCY in coordination and discussions with BNSF and UP.
- Establish minimum horizontal and vertical clearance envelopes for existing tracks. Prepare exhibit to document these envelopes.
- Coordinate with structures design team regarding the required railroad criteria.
- Develop railroad mitigation agreement

Deliverables:

- 9.6.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.
- 9.6.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

Subtask 9.7 – Geotechnical Investigations Regulatory Permitting

Conditions:

- The project will qualify for a USACE Nationwide Permit 6 for survey activities.
- Geotechnical investigations will not affect wetlands. No fieldwork will be required by Contractor to complete the permitting work.
- Individual Section 401 water quality certifications will be required from DEQ and Ecology.
- The project will result in no effect on ESA-listed species and will not require an individual ESA consultation with NOAA Fisheries or the U.S. Fish and Wildlife Service (USFWS).
 - A Biological Assessment will not be required for geotechnical investigations.
- No resource mitigation will be required for geotechnical site investigations.
- The activity is exempt from State Environmental Policy Act (SEPA), Shoreline Management Act (Revised Code of Washington 90.58.030), and local agency permitting requirements.
- CONSULTANT will attend up to two (2) meetings as required with Port staff and/or regulatory agency staff in Hood River to discuss permitting details.
- AGENCY will be responsible for all permit application fees.
- JPA/JARPA coordination will include up to six (6) figures.
- No effect letter will include up to four (4) figures.
- Consultant will provide up to twelve (12) hours of post-application coordination with USACE, WDFW, DSL, DEQ, Ecology, DNR, and City of White Salmon.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare permit applications and documentation necessary to secure permits to conduct in-water geotechnical investigations necessary for advancing project design. Applications will include:
 - US Army Corps of Engineers (USACE) Section 404 Nationwide Permit No. 6 – Survey Activities
 - National Marine Fisheries Service (NMFS) Standard Local Operating Procedures for Endangered Species (SLOPES) 5 Programmatic Biological Opinion Compliance
 - Oregon Department of Environmental (DEQ) Quality Section 401 Water Quality Certification
 - Oregon Department of State Lands (DSL) – Waterway Authorization
 - Washington Department of Ecology (Ecology) Section 401 Water Quality Certification
 - Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA)
 - Washington Department of Natural Resources (DNR) Aquatic Land Use Authorization/Easement
 - Written State Environmental Policy Act (SEPA) exemption from City of White Salmon
 - Written Shoreline Substantial Development exemption from City of White Salmon

- Coordinate with USCAE and appropriate fish and wildlife agencies to obtain an in-water work window variance that extends the Columbia River’s in-water work window to spring, summer, and fall seasons
- Prepare necessary permitting information including a Joint Permit Application (JPA)/Joint Aquatic Resources Permit Applications (JARPA) and figures. Applications will include:
 - Necessary supplemental forms
 - Aquatic survey
 - PROJECT background information
 - Best Management Practices (BPMs)
 - Cultural resources information
 - No effect memorandum for ESA compliance
- Coordinate with permitting agencies to authorize in-water geotechnical borings in ten (10) locations
- Prepare exemption applications for submittal to City of White Salmon
- Prepare Shoreline Substantial Development Permit

Deliverables:

- 9.7.1. USACE/DSL Joint Permit Application
- 9.7.2. NMFS SLOPES V Compliance
- 9.7.3. DEQ 401 C Water Quality Certification
- 9.7.4. Washington JARPA and Aquatic Use Authorization
- 9.7.5. Oregon and Washington short-term Waterway Lease Application
- 9.7.6. City of White Salmon SEPA and Shoreline Exemption

TASK 10 –RIGHT OF WAY (ROW)

Subtask 10.1 – Right of Way Acquisition Plan

Conditions:

- A separate Detailed Work Plan will be developed if a need for property acquisition and acquisition services is identified:
- Sub-consultant shall provide labor, equipment and materials to provide acquisition support for the project by obtaining title reports, rights of entry, appraisal reports and acquisition services for properties identified by the team
- R/W activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, on both ODOT and WSDOT Requirements, policies and procedures.
- Assume two borings, two CPT’s on Oregon land (POHR right of way)
- Assume ten in-water borings (5 on Oregon side, 5 on Washington side)
- Assume one boring on Washington Land (WSDOT right of way)

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Provide AGENCY a Right of Way Acquisition Plan for the right of way process, including State and Federal Requirements that must be followed.
- Identify parcels needed for the Geotech Scope defined in this Amendment project. Order and review Preliminary Title Reports for ownership and encumbrances.

Coordinate with the Project Team on investigations determining ownership. Complete additional research if additional information is needed. Provide report identifying existing easements and potential needs. This work would include:

- Research River ownership and report
- Review the legal descriptions for each property
- Review Assessors data for each property
- Obtain owner contact information
- Provide an acquisition plan and preliminary schedule for the right of way process following State and Federal Guidelines
- Prepare rights of entry documents for sites needed for drilling explorations if needed.

Deliverables:

10.1.1. Right of Way Acquisition Plan due 06/30/2023

10.1.2. Right of Way Needs Memo

TASK 11 – ENGINEERING

Subtask 11.1 – Preliminary Engineering

Conditions:

- Preliminary engineering will be aligned with the Project Delivery Method Workshop outcomes and to the Design Acceptance Package (DAP) level
- Scope of engineering to be aligned with Project Delivery Method decisions.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Support development of a report and recommendation on project delivery method.
- Develop engineering content for or provide engineering review of procurement documents developed under TASK 13 – CONTRACTING.
- Develop CAD standards and guidelines
- Provide CAD services to support Project needs.
- Develop vertical and horizontal alignments to set final navigational clearances
- Develop vertical and horizontal alignments to set minimum clearance envelopes for railroad
- Advance engineering to develop project performance criteria and specifications
- Develop engineering to support regulatory compliance in submittal of permit applications
- Evaluate Superstructure Alternatives
- Evaluate Substructure Alternatives
- Define typical section elements for the project including analysis for bike/ped accommodation
- Develop pavement designs
- Define traffic data, provide preliminary recommendations on lane configurations, turning lanes, intersection control type
- Develop allowable lane/roadway closure hours
- Develop conceptual MOT plans

Deliverables:

- 11.1.1. Project Performance Criteria
- 11.1.2. CAD Standards and Guidelines Memo
- 11.1.3. Superstructure Memo
- 11.1.4. Substructure Memo
- 11.1.5. Baseline Geometric Layout
- 11.1.6. Traffic Analysis Memo
- 11.1.7. Pavement Design
- 11.1.8. Maintenance of Traffic Closure Hours and Conceptual Plans

Subtask 11.2 – Geotechnical Explorations

Conditions:

- A full subsurface exploration and testing work plan is not included in this scope of work.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Review the historical geotechnical and hazardous materials documents prepared by the NEPA team and information readily available in PROJECT records.
- Perform a site reconnaissance to facilitate understanding of the site constraints for field explorations, construction, and traffic staging.
- Support the permitting process with review and comments on the in-water work permit to allow the PROJECT to resubmit the permit for the next phase of geotechnical explorations.
- Support the PROJECT in evaluating the extent of geotechnical explorations recommended to be completed in upcoming project phases.
- Support the PROJECT in concept-level geotechnical risk considerations.
- Develop a Geotechnical Exploration Memo that includes a high-level cost estimate and recommendation for early Geotechnical Work

Deliverables:

- 11.2.1. Geotechnical Exploration Memo due on 09/30/2022

Subtask 11.3 – Site Reconnaissance

Conditions:

- AGENCY will provide access to AGENCY property
- Facilitate understanding of site conditions and constraints for completing subsurface explorations.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Observe surface conditions indicative of subsurface conditions
- Identify site constraints, equipment access, and staging concerns for the exploration program
- Identify and clearly mark proposed land exploration locations

- Attend meetings with Agency or other parties to discuss, review, and ascertain site conditions relevant to the geotechnical work for the PROJECT

Deliverables:

No Deliverables are expected for this Subtask.

Subtask 11.4 – **Subsurface Exploration Plan and Permit Support**

Conditions:

- CONSULTANT shall prepare a Subsurface Exploration Plan (SEP) that shows proposed exploration locations.
- The SEP shall outline the planned exploration procedures and must outline the recommended number of locations, type, sampling and testing of subsurface explorations.
- The SEP shall include a Field Safety Plan (FSP) for all fieldwork and a Traffic Control Plan (TCP) for any on-land explorations within roadways.
- Preparation of the TCPs shall be by a flagging company licensed to work in the State of Oregon and Washington.
- The SEP shall outline CONSULTANT's proposed site restoration procedures for any areas that are disturbed during completion of the explorations.
- Review and acceptance of SEP by the AGENCY to be completed at least five (5) days prior to start of scheduled field explorations.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Review available as-built drawings of all utilities and roadway structures that the AGENCY provides
- Utilize the public On-Call Utility Locating System to locate all utilities with required use of private utility locators
- Support PROJECT permitting application/renewal process for geotechnical activities by providing relevant information and documentation

Deliverables:

11.4.1. Subsurface Exploration Plan

Subtask 11.5 – **Subsurface Explorations and Testing**

Conditions:

- No restriction of work hours.
- CONSULTANT shall coordinate with AGENCY and receive AGENCY's permits for all subsurface explorations located within the public right of way (ROW).
- Washington land borings are within WSDOT ROW and no coordination with railroads is required.
- AGENCY shall provide a slip to dock boat used for daily transport between land and barge.
- CONSULTANT shall proceed with subsurface explorations only after receiving notification that all required permits, archeological clearances, and utility locates are completed.

- CONSULTANT shall construct all monitoring wells according to ODWR regulations.
- Oregon land borings are within AGENCY property/ROW.
- AGENCY shall provide a staging area to store drilling supplies and equipment.
- The AGENCY boat ramp shall be available to load and unload the drill rig.
- Investigation-derived waste (IDW) like soil cuttings, drilling fluid, etc., assumed to be clean and will be disposed of as clean material.
- Casing assumed to be not required to perform suspension logging in borings.
- CONSULTANT shall provide an engineer or geologist to supervise field operations and document explorations.
- Archeological or tribal monitoring will not impede drilling progress.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Perform subsurface explorations as detailed below:
 - Two (2) Mud Rotary Borings (with one (1) VWP to be installed in one (1) boring) between depths of 80 to 100 feet for the Oregon approach/abutment
 - Two (2) Cone Penetration Tests between depths of 70 to 100 feet for the Oregon approach/abutment
 - 10 Mud Rotary Borings (with suspension logging performed in two (2) borings) between depths 35 to 160 feet for in-water bridge bents
- Complete suspension logging to collect in-situ shear wave velocity measurements in two (2) in-water borings
- Install a vibrating wire piezometer with datalogger to measure groundwater levels at the Oregon approach for geotechnical analysis and design
- Download groundwater data from datalogger at approximate six (6) month intervals for two (2) years after installation
- Backfill resulting holes in accordance with applicable requirements and patch borings advanced through paved surfaces with AGENCY approved quick-setting, non-shrink grout
- Place soil cuttings in DOT-approved 55-gallon drums and transport to an appropriate facility
- Complete analytical testing to characterize materials for disposal
- Dispose material at an appropriate off-site landfill

Deliverables:

- 11.5.1. Weekly email summary of drilling progress

Subtask 11.6 – Laboratory Testing

Conditions:

- All rock cores shall be photographed prior to testing.
- In addition to standard testing of soil and rock samples, up to four (4) suites of cyclic direct simple shear (CDSS) testing on undisturbed samples of fine-grained soils focused on the in-water borings, and up to two (2) Cerchar Abrasivity Index tests on rock core sample are also anticipated.
- AGENCY shall provide a location to store samples through duration of construction.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Perform laboratory testing on soil and rock samples obtained from the explorations to verify field characterizations, assist in determining geological unit boundaries, and provide engineering parameters for geotechnical design by stratigraphic layers.

Deliverables:

No deliverables are expected as part of this Subtask.

Subtask 11.7 – Geotechnical Data Report

Conditions:

- CONSULTANT shall prepare one (1) draft and one (1) final Geotechnical Data Report.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare a Geotechnical Data Report documenting the field exploration methods and observations, subsurface conditions, field testing results, laboratory test data and results, exploration logs, and exploration photos

Deliverables:

11.7.1. Draft Geotechnical Data Report

11.7.2. Final Geotechnical Data Report

Subtask 11.8 – Preliminary Geotechnical Analysis and Memorandum

Conditions:

- The analysis shall include the following key geotechnical issues:
 - Seismic design criteria
 - Up to three seismic site response profiles
 - Seismic and geological hazards
 - Development of geologic profile for proposed bridge alignment
 - Liquefaction and lateral spread analyses for existing conditions
 - Limited equilibrium analyses and Newmark-based deformation analyses for existing conditions
 - North and South approaches static and seismic stability and settlement
 - Mitigation alternatives for seismic and geologic hazards
 - Conceptual-level ground improvement options and footprint
 - Limit equilibrium analyses and Newmark-based deformation analyses for conceptual ground improvement footprint and target deformation
 - Preliminary deep foundation options, including drilled shafts and driven piles
 - Estimates of axial and lateral capacity for up to four foundation types/diameters for up to five representative pier locations
- Memorandum is at conceptual/preliminary design level of effort

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Preliminary analyses of the field and laboratory test data to develop initial geotechnical recommendations for design and construction of proposed improvements

Deliverables:

11.8.1. Preliminary Geotechnical Analysis and Memorandum

Subtask 11.9 – **Meetings**

Conditions:

- CONSULTANT shall prepare for attend one (1) in-person kick-off meeting for up to four (4) hours, and twelve (12) ad-hoc Geotech specific meetings for up to two (2) hours with one (1) hour preparation time and follow up.

Activities:

No specific Activities for this Subtask.

Deliverables:

11.9.1. E-mail meeting summaries as appropriate

Subtask 11.10 – **Contract Management**

Conditions:

No specific Conditions for this Subtask.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Prepare monthly invoices and progress reports
- Update and maintain PROJECT records
- Manage Geotechnical contracts

Deliverables:

11.10.1. Monthly invoices

11.10.2. Monthly progress reports

Subtask 11.11 – **Optional Services (HazMat?)**

Conditions:

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Perform optional services agreed upon between CONSULTANT and AGENCY

Deliverables:

11.11.1. As agreed, upon between CONSULTANT and AGENCY

Subtask 11.12 – **Utility Relocation**

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Research and gather available existing record drawing information from franchise utilities.
- Prepare a summary of potential utility conflicts in a tabular form to include name of public or private utility company affected; description of conflict; action to be taken to resolve conflict.
- Perform utility coordination including document reviews.
- Contact known utility providers to verify existing infrastructure.
- Identify needs for Memoranda of Agreement with utility owners and local jurisdictions.
- Summarize potential utility conflicts and potential areas that would benefit from future pothole investigations
- Develop existing utility plans.

Deliverables:

11.12.1. Utility Conflict Matrix

11.12.2. Utility Coordination Plan

Subtask 11.13 – **Survey**

Conditions:

- Land side only survey shall be performed in the mapped areas of the PROJECT NEPA footprint with additional coverage at the Port's marina area.
- Right of way will be from previous/HHPR work.
- Project datum will match previous/HHPR work.
- Detailed, final design-level topographical and bathymetric survey will be part of a future authorization

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Coordinate with AGENCY on data gathering and validation of data provided by the AGENCY and other sources.
- Coordinate with AGENCY to receive and evaluate existing aerial mapping and photogrammetry.
- Evaluate existing fieldwork, surveying, and as-built data to confirm PROJECT existing conditions.
- Establish new survey control as needed
- Mark all existing planimetric features
- Mark all underground utilities, including inverts where measurable, using 811 utility locates and private locates
- Develop a PROJECT Digital Terrain Model (DTM) that models the existing ground surface shape adequately to prepare base mapping with one-foot interval contours
- Using conceptual bridge design information, provide recommended fieldwork and surveying information for future work authorizations.

Deliverables:

- 11.13.1. Technical memorandum outlining analysis, findings and recommendations related to the survey work outlined above
- 11.13.2. Microstation base map

TASK 12 – **CONSTRUCTION**

Subtask 12.1 – **Constructability Staging Evaluation**

Conditions:

- Scheme project constructability with the AGENCY. Up to six (6) CONSULTANT, including sub-consultant, staff, will attend. Meeting will last up to four (4) hours.
- Up to eight (8) hours of preparatory work per consultant.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Identify and evaluate potential construction staging and laydown areas
- Evaluate Wind currents, river tides, staging, yard availability, casting yard, etc.
- Review logistics of access for delivering, assembling, and disassembling cranes and material
- Review similarities/differences of construction options
- Evaluate marine vessel traffic to define short term (24 to 72 hour) channel closures requirements
- Marine/Logistics Analysis

Deliverables:

- 12.1.1. Summarize Constructability Staging Options
- 12.1.2. Develop Strategic Action Items from Staging Construction

TASK 13 –CONTRACTING

Subtask 13.1 – **Contract Procurement**

Conditions:

- Professional Services procurements will be qualifications-based selections consistent with Oregon and Federal Architectural and Engineering rules and will not be evaluated on basis of cost during evaluation process.
- Contracts will be written to conform with regulations of financial source of funds for the contract.
- CONSULTANT will develop procurement notices and advertisements. AGENCY will publish procurement notices and advertisements on appropriate forums, and will post procurement documents for all contracts on, e.g., Oregon Buys, DJC.
- AGENCY will provide panel members for review and scoring and acceptance of requested procurement documents; CONSULTANT will provide the Procurement Specialist for each procurement, who will not be an evaluator on procurements.
- Up to two (2) CONSULTANT or sub-consultant staff are assumed to be part of the evaluation committee for each procurement.
- AGENCY will maintain final authority to accept or reject proposals.
- Legal reviews and approvals will be by the AGENCY's designated legal counsel.
- Final deliverable review assumes one internal review draft, one external review draft, and a final version for public dissemination.
- AGENCY review will be completed within ten (10) working days of delivery from CONSULTANT.
- External review periods are assumed to be ten (10) working days. Delayed response by external reviewers will affect delivery schedule.
- Reviews involving Oregon Department of Justice (DOJ) are assumed to be twenty (20) working days from delivery of review document(s) from CONSULTANT.
- CONSULTANT will deliver procurement documents digitally (.docx for drafts and .PDF for final).
- Proposal responses will be received digitally; no hard-copy prints will be made.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Author contract procurement documents (e.g., requests for qualification, requests for proposals) for the following procurements:
 - Contract 1 – A&E designer
- CONSULTANT will host a pre-proposal meeting for each procurement. Each meeting will be one (1) hour in length and be attended by three (3) project team members. CONSULTANT will prepare a presentation and manage attendance lists.
- CONSULTANT will respond to questions from proposers and prepare addendum(s) as needed.
- CONSULTANT will author evaluation criteria for each procurement, train evaluators, and facilitate evaluation review meetings.
- CONSULTANT will compile and organize responses.
- CONSULTANT will provide an independent cost estimate (ICE) for each procurement.

Deliverables:

13.1.1. Procurement Documents

Subtask 13.2 – Meetings

Conditions:

- General coordination meetings are separately scoped and budgeted under Task 1.
- Assumptions for staffing, duration and number of each meeting conducted under this subtask are detailed in the deliverables.
- Pre-proposal, proposal review/evaluation committee and interview will be in-person. All other meetings will be virtual.

Activities:

The CONSULTANT shall perform the following in support of the SERVICES:

- Meetings related to each procurement will include:
 - Procurement briefing with the AGENCY and up to two (2) CONSULTANT, including sub-consultant, staff, and it will last up to one (1) hour and will be conducted in person and/or virtually by video/phone conference.
 - External procurement briefing between the AGENCY and up to two (2) CONSULTANT including sub-consultant, staff, and WSDOT, ODOT and FHWA each will last up to one (1) hour and will be conducted in person and/or virtually by video/phone conference.
 - External procurement briefing between the AGENCY and up to two (2) CONSULTANT including sub-consultant, staff, and Oregon DOJ it will last up to one (1) hour and will be conducted in person and/or virtually by video/phone conference
 - Legal counsel or advisor sufficiency reviews will be attended by the AGENCY and up to two (2) CONSULTANT staff. Meetings will last up to one (1) hour each and are assumed to be virtual
- Each procurement will include up to three (3) meetings between the AGENCY and up to four (4) CONSULTANT including sub-consultant, staff, and three (3) proposers each will last up to two (2) hours and will be conducted in person and/or virtually by video/phone conference.
- Meetings and events with evaluation committees are included in Subtask 13.2 scope and budget.

Deliverables:

13.2.1. Agenda and Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS.

13.2.2. Meeting Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS.

		TOTAL COST	\$ 409,050	\$ 768,106	\$ 380,229	\$ -	\$ 49,760	\$ 170,764	\$ -	\$ 82,153	\$ -	\$ 38,265	\$ -	\$ -	\$ 65,993	\$ -	\$ 1,964,319
		TOTAL HOURS	1866	5068	2403	0	240	800	0	522	0	120	0	0	304	0	11,323
Task ID	Task Description	PM	PE	GEO	CTR	EST	SCH	COMM	REG	TRB	CN	FFT	PDM	QUAL	HS	Total Hours	Total Cost
6.3	Workshops															-	\$ -
6.4	Public Involvement & Project Branding															-	\$ -
6.5	Meetings	140														140	\$ 37,066
																-	\$ -
7	Funding, Financing and Tolling	70	0	0	0	0	80	0	0	0	0	0	0	0	0	150	\$ 35,609
7.1	Financial Planning/Modeling & Scenarios						80									80	\$ 17,076
7.2	Workshops															-	\$ -
7.3	Competitive Grant Services															-	\$ -
7.4	Traffic and Revenue Advisory Services															-	\$ -
7.5	Reports	70														70	\$ 18,533
																-	\$ -
8	Delivery Method	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -
8.1	Delivery Method Analysis															-	\$ -
8.2	Delivery Method Workshop															-	\$ -
8.3	Industry Outreach															-	\$ -
8.4	Case Study Review															-	\$ -
																-	\$ -
																-	\$ -
9	Environmental & Regulatory	102	160	0	0	0	0	0	522	0	0	0	0	0	0	784	\$ 136,954
9.1	Environmental Coordination (NEPA)	32														32	\$ 8,472
9.2	Environmental Compliance Plan															-	\$ -
9.3	Environmental Compliance Workshop															-	\$ -
9.4	Regulatory Agency Coordination															-	\$ -
9.5	Tribal Coordination	70														70	\$ 18,533
9.6	Railroad Coordination		160						160							320	\$ 60,320
9.7	Geotechnical Investigations Regulatory Permitting								362							362	\$ 49,628
																-	\$ -
																-	\$ -
																-	\$ -
10	Right-Of-Way	0	96	0	0	0	0	0	0	0	0	0	0	0	0	96	\$ 8,730
10.1	Right of Way (ROW) - Acquisition Plan		96													96	\$ 8,730
																-	\$ -
																-	\$ -
																-	\$ -
																-	\$ -
11	Engineering	0	4732	2403	0	0	0	0	0	0	0	0	0	0	0	7,135	\$ 1,093,668
11.1	Preliminary Engineering		3380													3,380	\$ 556,993
11.2	Geotechnical - Exploration Memo															-	\$ -
11.3	Geotechnical - Site Reconnaissance			25												25	\$ 4,571
11.4	Geotechnical - Subsurface Exploration Plan			204												204	\$ 33,422
11.5	Geotechnical - Subsurface Explorations			720												720	\$ 102,701
11.6	Geotechnical - Laboratory Testing			104												104	\$ 17,684
11.7	Geotechnical - Geotech Data Report			258												258	\$ 37,777
11.8	Geotechnical - Preliminary Analysis and Memo			856												856	\$ 139,689
11.9	Geotechnical - Meetings			112												112	\$ 23,963

		TOTAL COST	\$ 409,050	\$ 768,106	\$ 380,229	\$ -	\$ 49,760	\$ 170,764	\$ -	\$ 82,153	\$ -	\$ 38,265	\$ -	\$ -	\$ 65,993	\$ -	\$ 1,964,319	
		TOTAL HOURS	1866	5068	2403	0	240	800	0	522	0	120	0	0	304	0	11,323	
Task ID	Task Description	PM	PE	GEO	CTR	EST	SCH	COMM	REG	TRB	CN	FFT	PDM	QUAL	HS	Total Hours	Total Cost	
11.10*	Geotechnical - Contract Management			124												124	\$ 20,423	
11.11	Geotechnical - Hazmat Contingency															-	\$ -	
11.12	Utility Relocation Management		400													400	\$ 53,907	
11.13	Survey		952													952	\$ 102,538	
																-	\$ -	
12	Construction	0	0	0	0	0	0	0	0	0	120	0	0	0	0	120	\$ 38,265	
12.1	Project Cost Estimate Support										120					120	\$ 38,265	
12.2	#N/A															-	\$ -	
																-	\$ -	
																-	\$ -	
																-	\$ -	
13	Contracting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
13.1	Procurement and Contract Management															0	\$ -	
13.2	Contract Procurements															0	\$ -	
13.3	Meetings															0	\$ -	
																0	\$ -	
																0	\$ -	
																0	\$ -	
Tasks Summary of Hours		1866	5068	2403	0	240	800	0	522	0	120	0	0	304	0	11,323	\$ 1,964,319	
																LABOR ESCALATION	0.0%	\$ -
																SUBTOTAL - DIRECT LABOR	\$ 1,964,319	

DIRECT EXPENSES		Assumption	Measure	QTY	Cost	Total
Lodging	Fed Per Diem - Lodging	Average 2 people on site (250 nights, average \$100/night)	nights	250	\$ 100	\$ 25,000
Per Diem	Fed Per Diem - \$59 Day 175 Days @ 2	Average 2 people on site (350 days, \$59/day)	days	350	\$ 59	\$ 20,650
Misc	Misc Travel Exp	Miscellaneous Travel expenses	LS	1	\$ 5,000	\$ 5,000
Survey	Misc	Utility locates and traffic control/flagging as needed	LS	1	\$ 10,000	\$ 10,000
Lab	Geotech Laboratory Testing	Laboratory Testing Program	LS	1	\$ 39,466	\$ 39,466
Testing	Geotech Subsurface Exploration and Testing	Travel/Prep time, Drilling and Testing, GW Monitoring	LS	1	\$ 13,786	\$ 13,786
Drilling	Geotech Drilling	WSSC Water	LS	1	\$ 455,848	\$ 455,848
					SUBTOTAL - DIRECT EXPENSES	\$ 569,750

AMENDMENT TOTAL	\$ 2,534,069
ORIGINAL CONTRACT AMOUNT	\$ 1,739,908
CURRENT CONTRACT AMOUNT	\$ 4,273,976