



## PORT OF HOOD RIVER

### REGULAR SESSION

Tuesday, April 21, 2026

To begin immediately upon adjournment of Spring Planning  
Port Conference Room

1000 E. Port Marina Drive, Hood River

View the live stream at: <https://www.youtube.com/@portofhoodriver2178/streams>

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### AGENDA

1. **2:30PM - Executive Session – Call to Order:** An Executive Session will be held in accordance with:
  - a. **ORS 192.660(2)(h)** – Conferring with Legal Counsel regarding litigation
  - b. **ORS 192.660(2)(f)** – To consider information or records that are exempt by law from public inspection
  - c. **ORS 192.660(2)(e)** – Real Property Transactions

*Representatives of the news media and designated staff shall be allowed to attend the executive session. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. At the conclusion of the executive session, the Board may either return to open session to take further action or adjourn the meeting.*

2. **Adjourn Executive Session** (5-minute transition break)
3. **3:00PM - Spring Planning Work Session** (Work Session begins immediately following Executive Session)
4. **Adjourn Spring Planning Work Session** (5-minute transition break)
5. **Regular Session - Call to Order** (Regular Session begins immediately following Spring Planning)
  - a. Modifications, Additions to Agenda
  - b. Public Comment (5 minutes per person per subject; 30-minute total limit)
6. **Consent Agenda**
  - a. Approve Minutes from the March 17, 2026 Regular Session (*T. Kendall, Pg. 3*)
  - b. Approve Bid Solicitation for HRB Maint. Painting & Misc. Steel Repairs (*A. Rose, Pg. 7*)
  - c. Approve Contract with Bulldog Welding for Deck Welding (*A. Rose, Pg. 97*)
  - d. Approve KPFF Amendment for Waterfront Infrastructure A/E Design (*M. Channell, Pg. 99*)
  - e. Approve WSP No-Cost Amendment for Waterfront Infrastructure O/R Services (*M. Channell, Pg. 113*)
  - f. Approve Accounts Payable to Cable Houston LLP (*D. Smith-Wagar, Pg. 121*)
7. **Informational Reports**
  - a. Monthly Financial Report (*D. Smith-Wagar, Pg. 123*)

8. **Presentations & Discussion Items - None**
9. **Executive Director Report** (*K. Greenwood, Pg. 133*)
10. **Commissioner, Committee Reports**
11. **Action Items - None**
12. **Commission Call/Upcoming Meetings**
  - a. Upcoming Meetings:
    1. Budget Meeting – May 5, 2026
    2. Regular Session – May 19, 2026
    3. Regular Session – June 16, 2026
13. **Adjourn**

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

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

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**REGULAR SESSION**

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**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring, Kathryn Thomas (Via Zoom), and Tor Bieker.  
**Staff:** Kevin Greenwood, Daryl Stafford, Debbie Smith-Wagar, Amanda Rose, Megan Channell, Amanda Rose, and Tia Kendall **Guests:** Jeff Renard, Aviation Management Services; Gretchen Goss, Gretchen Goss Creative; Brain Hackett, Hood River Parks and Recreation; Kate McBride, Hood River Parks and Recreation.

**1. CALL TO ORDER:** President Heather Gehring called the meeting to order at 5:00pm

a. **Modifications, Additions to Agenda:** None

b. **Public Comment:** None

**2. CONSENT AGENDA:**

a. Approve Minutes from the February 17, 202 Regular Session

b. Approve PSA 211-213 N Wasco Ct.

c. Approve Res. 2026-26-22 setting Ken Jernstedt Airfield Minimum Standards

d. Approve RFP for Fixed Based Operator for the Ken Jernstedt Airfield

e. Approve contract with Luciano Cruz Tree Service for an amount not to exceed \$21,427.83 for Ken Jernstedt Airfield tree removal

f. Approve Entering into Negotiations and Authorizing Signing a PSC with Points Consulting LLC to Update the Port's Strategic Business Plan

g. Res. No. 2025-26-23 Adjusting FY26 Budget

**Motion:** Move to approve the Consent Agenda

**Move:** Chapman

**Second:** Bieker

**Discussion:** None

**Vote:** **Ayes:** Chapman, Gehring, Sheppard, Thomas, and Bieker

**MOTION CARRIED**

**3. INFORMATIONAL REPORTS:**

a. **Monthly Financial Report:** Director of Finance, Debbie Smith-Wagar noted that in January the Commission passed a supplemental budget that reflects the reorganization of staff, but it will be reflected in next month's budget. In the next month there will be a lot of changes, so it will look different next year due to the reorganization. Commissioner Kathryn Thomas noted that the contingency decreased \$2.5 million and the capital outlay increased by \$2.5 million. Commissioner Thomas asked how much contingency remains after this adjustment, how that compares to prior years at this point in the fiscal cycle. Smith-Wagar explained that the original contingency contained the sale of Lower Hanel Mill and Big 7 Building in addition to the \$550,000 that was for operations. The reason why \$2.59 million was also included is because that was just passed in a resolution on the consent agenda for a piece of property we bought and one we are looking to purchase. Since you cannot spend directly out of contingency, it got moved to the capital outlay to be spent. That left us with the \$8 million in contingency, but that goes back to the purchase of property which has not yet closed and the discussion on how to spend will be discussed at the budget committee level. Smith-Wagar explained that it is difficult to compare it to prior years because we did not have that set aside for these specific sales of properties in the past and noted that in prior years the previous finance director tended to the budget more broadly and did not come back with supplemental budgets.

**4. PRESENTATIONS & DISCUSSION ITEMS:**

- a. **Hood River Valley Parks & Rec District Pool Bond-** Kate McBride is on the citizen advisory and political action advisory committee for Hood River Valley Parks & Rec and is assisting in advocating for the ballot measure. Brian Hackett, a board member for Hood River Valley Parks & Rec, presented the history, the current plan and proposal, the funding, and the timeline of the pool bond project. Commissioner Thomas asked about the new pool design, Hackett explained that it will have permanent cover on it due to environmental factors. Commissioner Heather Gehring wondered if they had thought about moving the new pool to a different location so that way the current pool can stay open during the construction. Hackett explained that due to lack of real estate and moving the pool was not supported by the community; being able to describe a pool that is similar in size, shape and scope would be the best way to move forward. Commissioner Tor Bieker asked for the effects of the proposal, what county residents are paying currently and asked for a comparison to other parks and recreation districts that are similar size. Hackett stated that it is currently 34 cents. Hackett explained that he did not have information of what other districts pay with him but it is on their website. Hackett added that 80% of residents within Hood River would pay \$30 or less a month. McBride added that on the website there is an estimator for what your taxes would be, she added that \$75 of the residential households in Hood River would cost \$211-\$215 for the bond and around \$111 for the levy. Hackett added that since Hood River is a river/water community that has a year-round pool that provides swimming lessons for children, they have a program that school children can receive swim lessons during their grade school years. Commissioner Gehring noted that in the beginning of the presentation, alternate funding was mentioned, Hackett explained that the alternate funding comes from a foundation and hopefully grants.
- b. **Replacement Bridge Impact on Tollbooth-** Smith-Wagar explained the impacts to the existing toll facility resulting from the Bridge Replacement Project. Smith-Wagar noted that Director of Real Estate and Asset Management, Amanda Rose has gotten involved in this project as well as Commissioner Thomas. Smith-Wagar added that since the bridge is not fully funded yet, this is not for sure, but she wanted it to be on the commission's radar. Smith-Wagar also noted that we should know by July 1, 2026, if this will be happening, Commissioner Thomas confirmed as that is the date USDOT is sharing on their public webinars. When the current toll facility is removed it will create more open space and this could lead to issues with capturing the tolling, Commissioner Thomas noted that they are working on the technical details to ensure there is no revenue lost. Commissioner Bieker inquired about the open space Commissioner Thomas mentioned, Smith-Wagar explained that since they are planning to take out the canopy building and it creates a more wide-open space. Commissioner Thomas added that the Bridge Commission is working out the technical details to ensure that vehicles are being guided correctly when entering the bridge. Commissioner Kristi Chapman asked if Commissioner Thomas needed more support in these conversations about the tolling facility, Commissioner Thomas stated that Smith-Wagar have it handled, other Port staff are involved as well and are ensuring the Ports financial longevity. Commissioner Thomas and Smith-Wagar both mentioned that the Bridge Authority is also interested in us continuing to collect tolls as it helps them as well. Smith-Wagar also noted that she has been reminding the engineering teams that she has been working with that they do not own the tollbooth area and that there are two agencies we have to keep informed.
- c. **Government Affairs for Grant Advocacy-** Director of Capital Projects and Operations, Megan Channell explained the upcoming Washington DC trip related to the federal grants that the Port is seeking for many different projects. The trip would leverage support from Accelerate, which is federal government affairs firm that works with Business Oregon. Commissioner Thomas asked why we were going with that specific lobbying group- Accelerate- and if we needed to do a public RFP. Channell explained that we do not, this lobbying group is not directly contracted with the Port, they work directly with Business Oregon, Since Business Oregon is a state agency they are able to make their lobbyists available to other governments throughout Oregon. Commissioner

Thomas asked if this trip was budgeted and expected or if it was new. Channell explained that it would be a new expense, but Smith-Wagar noted that we do budget for travel and training. Executive Director, Kevin Greenwood, noted that these trips are most effective when a commissioner joins the trip. Greenwood asked if any commissioners would be willing to attend. Commissioner Bieker volunteered to go as he understands the value of this trip.

5. **DIRECTOR REPORT:** Greenwood noted that the Spring Planning Work Session is coming up and there are multiple discussions items on the agenda. Channell added that two things that are not on the Spring Planning Agenda are additional conversations around the commercial dock and consideration of master planning for the Marina. Commissioner Beiker requested that we start to track the welding repairs being made to the bridge and keep better documentation of the welding. Rose agreed and stated that she is working with the welding company to gather the information to make the documentation clearer.
6. **COMMISSIONER, COMMITTEE REPORTS:** None
7. **ACTION ITEMS:** None
8. **COMMISSION CALL:** None
9. **UPCOMING MEETINGS:** No Discussion
10. **ADJOURN:** The meeting was adjourned at 5:56 p.m.

**ATTEST:**

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Heather Gehring, President

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Kristi Chapman, Secretary

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# Commission Memo



Prepared by: Amanda Rose, Director of Real Estate  
Date: April 21, 2026  
Re: HDR – Task Order 15  
Procure Bridge Maintenance Contract

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Task Order 15 (TO15\_90) represents a planned capital maintenance project for the Hood River–White Salmon Bridge focused on steel repair and coating preservation. This work includes targeted repairs to structural steel members, correction of localized defects, replacement of safety components such as lifelines, and surface preparation and coating work necessary to protect the bridge from ongoing deterioration. The scope has been developed based on inspection findings and engineering analysis and is designed to address known maintenance needs within the bridge superstructure.

This project directly implements the Port’s adopted 12-Year Capital Improvement Plan (CIP) and Inspection & Maintenance Plan. The CIP identifies recurring and essential work such as steel repairs, maintenance painting, and inspection-driven maintenance activities as critical to ensuring the safe and continuous operation of the bridge. Task Order 15 advances these priorities by transitioning identified needs into active construction, thereby supporting the Port’s long-term asset management strategy and reducing the risk of more significant and costly repairs in the future.

The project has been fully developed and is ready to proceed to procurement. Plans, specifications, and an engineer’s estimate have been completed, and the work has been structured to comply with applicable standards, including requirements for traffic control, work access, holiday schedules, special events, and containment necessary to safely perform construction on an active bridge facility. Authorizing solicitation at this stage will allow the Port to initiate a competitive bidding process in accordance with public procurement requirements and maintain the project schedule within the CIP framework.

The total project cost is currently estimated at approximately \$1,235,000, based on the completed engineer’s estimate and supporting bid documentation. Construction is anticipated to begin in late August 2026, with work extending through October 2026, aligning with seasonal conditions and operational considerations to minimize impacts to bridge users while ensuring the work can be completed efficiently and safely.

Advancing this work at this time is important to preserve the structural integrity of the bridge, extend the useful life of critical components, and maintain safe and reliable operations. Delaying this work would increase the likelihood of further deterioration and could result in higher future costs or operational impacts.

**RECOMMENDATION:**

MOTION to authorize the solicitation of bids for Task Order 15 – Bridge Steel and Coating Maintenance Repairs following the Port’s procurement rules.

**ATTACHMENTS:**

Task Order 15  
Plans

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# Port of Hood River Bridge Steel And Coating Maintenance Repairs

Issued: April 24, 2026

**PORT OF HOOD RIVER**  
1000 E. PORT MARINA DRIVE  
Hood River, Oregon 97031  
KEVIN M. GREENWOOD  
EXECUTIVE DIRECTOR

**Consultant:** **HDR Engineering, Inc.**  
Mikal Mitchell, PE  
1455 NW Irving St., Suite 800  
Portland, OR, 97209  
Telephone: 503-316-5549  
Email: Mikal.Mitchell@hdrinc.com

**Owner:** **PORT OF HOOD RIVER**  
1000 E. Port Marina Drive  
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# **Bridge Steel And Coating Maintenance Repairs**

## **Bid Solicitation**

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**PART 1**  
**SCHEDULE**

## SCHEDULE

<b>Invitation to Bid Advertised</b>	April 24, 2026
<b>Bids Due</b>	May 14, 2026, 2 P.M. PDT
<b>Bid Opening</b>	May 14, 2026, 2 P.M. PDT
<b>First-Tier Subcontractor Disclosure Form Due</b>	May 14, 2026, 4 P.M. PDT
<b>Notice of Intent to Award Issued</b>	May 22, 2026
<b>Protest Deadline</b>	May 29, 2026
<b>Award of Contract</b>	June 1, 2026
<b>Required Documents Due from Awarded Contractor (Including bonding and insurance)</b>	June 1, 2026
<b>Substantial Completion</b>	November 20, 2026
<b>Final Completion</b>	December 11, 2026

**PART 2**  
**INVITATION TO BID**

## **Invitation to Bid Bridge Steel And Coating Maintenance Repairs**

The Port of Hood River is requesting bids for Bridge Steel And Coating Maintenance Repairs for the Hood River-White Salmon Interstate Bridge at Hood River, Oregon 97031. This work includes miscellaneous truss repairs consisting of: miscellaneous steel repairs, bearing hanger link repairs, lifeline removal and replacement, and maintenance coating of select truss members. This is a Prevailing Wage project subject to ORS 279C.800 to 279C.870.

Beginning Friday, April 24, 2026 at 2:00 P.M. PDT a complete solicitation document, including scope of work, sample contract, and design specifications, will be posted to the Port of Hood River's projects on the Oregon Buys website at: <https://oregonbuys.gov/bsa/>. Hard copies may be examined or purchased during normal business hours at:

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

There will be a \$35 nonrefundable charge for each printed copy of the solicitation document. The document can also be viewed or printed online at <https://oregonbuys.gov/bsa/>. Any subsequent addenda, clarifications, or project documents will be posted to the Oregon Buys website.

There is no mandatory pre-bid meeting for this project.

Bidders are not required to be pre-qualified under ORS 279C.430.

Bids must be addressed to Kevin Greenwood, Executive Director, Port of Hood River. Bids must be delivered by **2:00 P.M. PDT on Thursday, May 14, 2026** to the Port office located at 1000 E. Port Marina Drive, Hood River OR 97031. Bids will not be accepted after 2:00 P.M. PDT on Thursday, May 14, 2026. Bids will be publicly opened in the Port office immediately following the bid deadline.

**PART 3**  
**INSTRUCTIONS TO BID**

## **INSTRUCTIONS TO BID**

**OWNER:** Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031, Telephone (541) 386-1645, Fax (541) 386-1395, Email portadmin@portofhoodriver.com, Website www.portofhoodriver.com.

This Invitation to Bid and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes (ORS), and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (OAR). Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules.

### **DESCRIPTION**

Bids are requested for miscellaneous steel repairs and maintenance coating of the Hood River-White Salmon Interstate Bridge. This is a Prevailing Wage Project subject to ORS 279C.800 to 279C.870. Project scope of work, plans and specifications are included in this Contract Solicitation document.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the project described in the Contract, the General Conditions, all applicable special conditions, plans, specifications, and addenda.

All questions regarding the project should be directed via email (not phone) to **Kevin Greenwood at kgreenwood@portofhoodriver.com**. Questions and answers will be posted on the project page on the Oregon Buys website. Contractor names will not be included.

### **INVITATION TO BID DOCUMENT AVAILABILITY**

A complete solicitation document may be examined or obtained (\$35.00) during normal working hours at the Port office, 1000 E. Port Marina Drive, Hood River, Oregon after 2:00 P.M. PDT on Friday, April 24, 2026 or by calling the Port Office (541)386-1645. Plans will be available to download at the Port of Hood River project page on the Oregon Buys website at <https://oregonbuys.gov/bsol/>.

### **SOLICITATION LAW AND RULES**

This ITB and resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Chapter 137, Divisions 046 and 049 of the Administrative Rules of the Oregon Department of Justice (Model Public Contracting Rules). The ITB and resulting Contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules.

### **BRAND NAME USAGE:**

Any brand name listed in the specifications without an "or approved equal" shall establish the minimum requirements for quality, utility, durability, function and purpose. Other brand names may be used in the construction of the product as long as they are equal to or better than the product brand named, and the brand name listed is not mandated pursuant to a brand name exemption.

Any brand name listed in the specifications with an "or approved equal" shall establish the minimum requirements for quality, utility, durability, function and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing by the Owner's Authorized Representative prior to installation, and the brand named is not mandated pursuant to a brand name exemption.

The Owner's Representative shall determine, in its sole discretion, whether a product is "or approved equal."

Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing during the bidding process detailed in the following section and the brand named is not mandated pursuant to a brand name exemption.

**SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME/PRODUCT SUBSTITUTION**

If a Bidder finds discrepancies in, or omissions from the plans, specifications or Contract documents, or has doubt as to their meaning, the Bidder shall at once notify the Owner. The Owner will then investigate and determine if an Addendum will be issued.

Bidders may, in writing, request brand approval, requests for substitutions, requests for clarifications, requests for change, Bid protest. The Owner must receive this written protest or request no later than five (5) calendar days prior to the Bid Closing date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the Bid specifications or contract terms. Envelopes containing Bid protests shall be marked as follows: "Contract Provision Request for Change" or "Contract Provision Protest", and Solicitation Document Identification Project Title.

Clarifications, whether verbal, in writing, or included in an Addendum or Addenda as a "clarification," do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that the Owner determines should be handled by formally amending the ITB, the Owner will do so only by announcing such a change in an Addendum or Addenda, not through information identified as a "clarification."

The Owner will promptly respond to each properly submitted written request for brand approval, request for substitution, request for change, and protest. Where appropriate, the Owner will issue ITB revisions via Addenda made by fax or email and will posted on the Owner's website. A Bidder shall provide written acknowledgement of receipt of all issued Addenda with its Bid.

INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PROVISIONS OF THE ITB CAN ONLY BE CHANGED VIA ADDENDA ISSUED BY THE OWNER.

Pursuant to OAR 137-049-0250, no protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established above for submitting protests of bid specifications or contract terms.

**EXAMINATION OF THE CONTRACT DOCUMENTS AND WORK SITE**

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings, plans, addenda (if any), and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the District may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Documents.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

**BID FORMAT**

**Sealed Bids** must be received in the Port office, 1000 E. Port Marina Drive, or by mail to 1000 E. Port Marina Drive, Hood River, OR 97031 on or before 2 P.M. PDT on Thursday, May 14, 2026.

All Bids must be sealed and received prior to the bid closing time and date. All Bids shall be prepared in ink or by computer, but must be signed in ink by an authorized representative of the Bidder. Facsimile Bids will not be accepted.

Required Information shall be submitted on the forms specific in the ITB.

The following forms and schedules shall be completed, signed and included in the bidder package and shall be submitted prior to the Bid Deadline:

- Bid Proposal
- Bid Sheet
- Contractor Registration Form
- Bid Bond Form

The following shall be submitted within two (2) working hours after Closing.

- First Tier Subcontractor Disclosure Form

Alteration and erasures made before Bid submission must EACH be INDIVIDUALLY initialed in ink by the person signing the Bid. Bids, once submitted, may be modified in writing before closing. Modifications made after Offer submissions shall be prepared on Bidder's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior bid. Failure to comply with the provisions of this paragraph shall result in Bid rejection. Nothing in this paragraph shall be construed as allowing the Bidder to alter or otherwise change the form of the proposal, the form of the Contract, the conditions of the Bid, the specifications, and/or plans attached to the Bid documents.

Modifications must be submitted in a sealed envelope marked as follows:

Bridge Steel And Coating Maintenance Repairs Bid  
Closing Date  
Bidder Legal Name  
Oregon CCB #

Bidders may not modify bid after closing.

**BID SUBMISSION**

All Bid documents requiring signature must be signed in ink by an authorized representative.

Bids must be submitted in a sealed package or envelope. To insure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

Bridge Steel And Coating Maintenance Repairs Bid  
Closing Date & Time  
Bidder Legal Name  
Oregon CCB #

Port of Hood River  
Attn: Kevin Greenwood  
1000 E. Port Marina Drive  
Hood River OR 97031

**BID WITHDRAWAL**

Bids may be withdrawn in writing submitted on the Bidder's letterhead, signed by an authorized representative, and received by the Owner prior to closing. Offer withdrawals submitted in writing must be labeled as such and contain the Project Name.

Bids may be withdrawn in person before Closing upon presentation of appropriate identification and evidence of authorization to act for Bidder. Signature confirmation of withdrawal may also be required.

**CLOSING & OPENING/FIRST TIER SUBMITTAL**

Bids will be received until 2:00 PM PDT on Thursday, May 14, 2026 where they will be immediately opened publicly and read aloud. Award decisions will not be made at Bid opening.

Bids received after 2:00 PM PDT on Thursday, May 14, 2026 will be non-responsive and not be opened.

First Tier subcontractors disclosure forms must be returned within two (2) working hours after closing, at the Port of Hood River office, 1000 E. Port Marina Drive, Hood River, Oregon. Failure to comply with this requirement shall result in rejection of the Bid as non-responsive.

Prior to the Intent to Award Announcement, the Port of Hood River may post preliminary bid results on the project page on the Oregon Buys website at <https://oregonbuys.gov/bs/>. Such postings are preliminary and are not final until all submission materials are validated.

**BID ACCEPTANCE**

A Bid is a firm offer, irrevocable, valid and binding on the Bidder for not less than thirty (30) calendar days from the closing date.

The Port of Hood River may request, orally or in writing, that Bidders extend, in writing, the time during which the Port of Hood River may consider their Bid. If a bidder agrees to such extension, the Bid shall continue as a firm Bid, irrevocable, valid and binding on the Bidder for the agreed-upon extension period.

**METHOD OF AWARD**

The responsiveness and responsibility of Bidders and their proposed Subcontractors will be considered in making the award.

Base Bid, and alternates (if applicable), unless modified by addendum. The Port reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Port. The bidder shall bid on all alternates and additives set forth in the proposal forms unless otherwise specified.

Award will be made to the lowest responsive and responsible bidder.

**BID EVALUATION CRITERIA**

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer to OAR 137-049-0390). Adjustments made to account for reciprocal preferences will be for Offer evaluation purposes only. No such adjustments shall operate to amend Bidder's Bid or any Contract awarded pursuant thereto.

To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, the Port of Hood River may waive minor informalities and irregularities.

Prior to award of a contract, the Port of Hood River will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375(2)(b) and OAR 137-049-0390. In doing so, the Port of Hood River may investigate the Bidder and request information in addition to that already required in the ITB, when the Port of Hood River, in its sole discretion, considers it necessary or advisable.

**BID SECURITY REQUIREMENTS**

A surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's or certified check, executed in favor of the Port of Hood River in the amount equal to ten percent (10%) of the total amount of the Bid, shall be submitted with or posted for

all Bids as bid security unless the Contract has been exempted from this requirement under ORS 279C.390.

If the undersigned fails to (1) execute the contract, (2) furnish a Performance and Payment Bond, or (3) furnish the certificates of insurance within ten (10) calendar days of the written Notice of Intent-to-Award a Contract, then the Port of Hood River may cash the check, draw under the letter of credit or otherwise collect under the Bid Security.

### **PROCESSING OF BIDS**

Neither the release of Bid Security, nor acknowledgement that the selection process is complete (whether by posting of a bid tabulation sheet, issuance of Notice of Intent to Award, or otherwise), shall operate as a representation by the Port of Hood River that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

### **WITHDRAWAL OF BID ITEMS**

The Port of Hood River reserves the right to withdraw Bid items. The deletion of one or more bid items will not affect the method of award.

### **REJECTION OF BIDS**

The Port of Hood River may reject all Bids for good cause upon finding that it is in the public interest to do so.

The Port of Hood River may reject a particular Bid for any reason listed under OAR 137-049-0440.

### **INTENT-TO-AWARD ANNOUNCEMENT**

The Port of Hood River reserves the right to announce its Intent-to-Award prior to formal Contract award by posting the tabulation sheet of Bid results on the project page on the Oregon Buys website, <https://oregonbuys.gov/bso/>, or by letter or fax. The Intent-to-Award Announcement shall serve as notice to all Bidders the Port of Hood River intends to make an award.

### **PROTEST OF INTENT-TO-AWARD**

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the contract as the lowest responsible and responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

An Actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

### **RESPONSE TO INTENT-TO-AWARD PROTESTS**

The Port of Hood River will respond in writing to Intent-to-Award protests submitted by adversely affected or aggrieved Bidders. The Port of Hood River may also respond to Intent-to-Award protests submitted by other Bidders for the purpose of clarification. However, any response made by the Port of Hood River is not intended to, and shall not in and of itself constitute, confirmation that the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an Intent-to-Award, or that the protest was timely filed.

### **AWARD**

After expiration of the seven (7) calendar day Intent-to-Award protest period, and resolution of all protests, the Port of Hood River may proceed with final award. If the Port of Hood River

receives only one Bid, the Port of Hood River may dispense with the Intent-to-Award protest period and proceed with award of a Contract.

**COMMENCEMENT OF WORK**

Contractor shall not commence Work under this Contract until the Notice to Proceed has been issued.

**REVIEW OF AWARDED BID FILES**

Awarded Bid files are public records and available for review at the Port of Hood River office by appointment during regular business hours (Monday through Friday, 8am until 5pm).

**INFORMATION TO BE SUBMITTED BY APPARENT SUCCESSFUL BIDDER**

The apparent successful Bidder shall provide all required proof of insurance to the Port of Hood River within ten (10) calendar days of notification of the Intent-to-Award. Failure to present the required documents within ten (10) calendar days may result in Bid rejection. Bidders are encouraged to consult their insurance agent about the insurance requirements as identified in Section G of the General Contract Conditions prior to Bid submission.

Bidders must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to the Port of Hood River that are allowed to provide such insurance under Oregon law.

The successful Bidder shall be required to furnish a Performance and Payment Bond each in the total amount of one hundred percent (100%) of the awarded contract, executed in favor of the Port of Hood River, to ensure faithful performance of the Contract and payment for services and goods.

The apparent low bidder shall provide all required bonding to the Port of Hood River within ten (10) calendar days of notification of Intent-to-Award. Failure to present the required documents within ten (10) calendar days may be grounds for award disqualification.

The apparent successful Bidder, if a Joint Venture/Partnership, shall provide a copy of the Joint Venture Agreement or Partnership Agreement evidencing authority to Offer and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a Joint Venture or Partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All Partners and Joint Venturers will be required to sign the Contract awarded.

**OREGON PREVAILING WAGES RATES (BOLI REQUIREMENTS)**

The Contractor and subcontractors shall comply with all the provisions of 279C.800 through 279C.870, relative to Prevailing Wage Rates. The current Prevailing Wage Rates for Public Works Contract in Oregon subject to the State PWR will apply to this project and can be found at:

<https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>

The work takes place in Hood River County.

**FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM**

Pursuant to ORS 279C.370, Bidders are required to disclose information about certain First-Tier Subcontractors when the Owner estimates the contract value for a Public Improvement to be greater than \$100,000. Specifically, when the Contract amount of a First-Tier Subcontractor furnishing labor, or labor and materials, has a Contract value that is equal to or greater than five percent (5%) of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid, the Bidder must disclose the following

information about that Subcontract in its Bid submission or within two (2) working hours after Bid Closing:

- a) Subcontractor's name;
- b) Category of work that Subcontractor would be performing;
- c) Dollar value of each Subcontract.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to write "NONE" on the Disclosure Form.

The Port of Hood River must reject a Bid if the Bidder fails to submit the disclosure form with this information by the stated deadline.

The Bidder must submit the Disclosure Form required by OAR 137-049-0360 either in its Bid submission or within two (2) working hours after closing.

The Port of Hood River shall obtain, and make available for public inspection, the Disclosure Forms required by OAR 137-049-0360. The Port of Hood River shall also provide copies of the Disclosure Forms to the Bureau of Labor and Industries as required by ORS 279C.835. The Port of Hood River is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

**PART 4**

**BID PROPOSAL, BID SHEET, CONTRACTOR REGISTRATION FORM,  
AND FIRST TIER SUBCONTRACTOR DISCLOSURE FORM**

**BID PROPOSAL**

**DATE:** \_\_\_\_\_

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

**PRICE SUBMITTAL:**

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

**BASE BID: Bridge Steel And Coating Maintenance Repairs**

FOR THE LUMP SUM OF: \$ \_\_\_\_\_ . (\$ \_\_\_\_\_ )

**CHANGES TO THE WORK**

- A. If adjustments to the work occur, the Bid Sheet will be used for basis of cost adjustment. If quantities are adjusted by more than 25% equitable overhead factor may be applied.

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

\_\_\_\_\_, 20\_\_.

Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company Address: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Construction Contractors Board Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

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

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

---

Signature / Name & Title / Date

## BID SHEET

Spec Item	Description	Qty	Unit	Unit Cost	Total
00210	Mobilization	1	LS		
00221	Temporary Work Zone Traffic Control, Complete	1	LS		
00253	Temporary Work Access and Containment	1	LS		
00290	Pollution Control Plan	1	LS		
00290	Work Containment Plan	1	LS		
00560	Stringer Repair	2	EA		
00560	Rolling Defect Repair	2	EA		
00560	Bearing Anchor Link Hanger Repair	5	EA		
00560	Debris Removal	1	LS		
00564	Lifeline Removal	1	EA		
00564	Ladder Rigid Track Fall Arrest System	1	EA		
00594	Surface Preparation	1	LS		
00594	Coating Application	1	LS		
00594	Coating Materials	1	LS		
				<b>Total Bid</b>	
<b>Written Bid Total:</b>					

<b>Contractor Name</b>	
<b>Address</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Email</b>	
<b>Registration Number</b>	
<b>Contact</b>	
<b>Phone</b>	

**CONTRACTOR REGISTRATION FORM**

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

**1. CCB Requirements**

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

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

**Construction Contractors Board Number:** \_\_\_\_\_  
**Expiration Date:** \_\_\_\_\_

**2. Asbestos Abatement Licensing Requirements**

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

**3. Joint Venture/Partnership Disclosure**

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

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

**4. Addendum or Addenda Acknowledgement**

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

<b>ADDENDUM NO.</b>	<b>DATED</b>	<b>ADDENDUM NO.</b>	<b>DATED</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**5. Responsibility Inquiry/ Contractor References**

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

**6. Recycled Products**

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

**7. Residency Information**

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

If a Resident Bidder, enter your Oregon business address:

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

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

**8. Compliance with Tax Laws**

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

FEIN ID # or SSN # \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**Project Name** \_\_\_\_\_

**Bid Opening Date** \_\_\_\_\_

**Name of Bidding Contractor** \_\_\_\_\_

**Email Address** \_\_\_\_\_

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

**FIRST-TIER SUBCONTRACTORS**

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

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

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

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

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

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

**BID BOND FORM**

**Project Name: Bridge Steel And Coating Maintenance Repairs**

We, \_\_\_\_\_, as "Principal,"  
(Name of Principal)

And \_\_\_\_\_, an \_\_\_\_\_ Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Port of Hood River ("Obligee") the sum of (\$\_\_\_\_\_ )  
\_\_\_\_\_ dollars.

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

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

**PRINCIPAL:** \_\_\_\_\_ **SURETY:** \_\_\_\_\_

By \_\_\_\_\_  
Signature

BY ATTORNEY-IN-FACT:

\_\_\_\_\_  
Official Capacity

\_\_\_\_\_  
Name

Attest: \_\_\_\_\_  
Corporation Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**PART 6**  
**PERFORMANCE BOND FORM**  
**PAYMENT BOND FORM**

**PERFORMANCE BOND FORM**

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_

\_\_\_\_\_ (Surety #1)      Bond Amount No. 1:      \$ \_\_\_\_\_  
\_\_\_\_\_ (Surety #2)\*      Bond Amount No. 2:\*      \$ \_\_\_\_\_  
• *If using multiple sureties*  
Total Penal Sum of Bond \$ \_\_\_\_\_

We, \_\_\_\_\_, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Hood River the sum of (Total Penal Sum of Bond) \_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such surety), and

WHEREAS, the Principal has entered into a contract with the Port of Hood River, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Hood River and members thereof, its officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said Contract according to law, then this obligation is to be void; otherwise it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Port of Hood River be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part thereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

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

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

**SURETY:** \_\_\_\_\_  
*[Add signatures for each if using multiple bonds]*

**BY ATTORNEY-IN-FACT:**  
*[Power-of-Attorney must accompany each bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**PAYMENT BOND FORM**

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_

\_\_\_\_\_ (Surety #1)      Bond Amount No. 1:      \$ \_\_\_\_\_  
\_\_\_\_\_ (Surety #2)\*      Bond Amount No. 2:\*      \$ \_\_\_\_\_

- *If using multiple sureties*

Total Penal Sum of Bond \$ \_\_\_\_\_

We, \_\_\_\_\_, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Port of Hood River the sum to (Total Penal Sum of Bond)

\_\_\_\_\_ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such surety), and

WHEREAS, the Principal has entered into a contract with the Port of Hood River, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the Port of Hood River and members thereof, its officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the Port of Hood River on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the Port of Hood River be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this bond and made a part thereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_

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

\_\_\_\_\_  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary

**SURETY:** \_\_\_\_\_  
*[Add signatures for each if using multiple bonds]*

**BY ATTORNEY-IN-FACT:**  
*[Power-of-Attorney must accompany each bond]*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

**PART 7**  
**CERTIFICATE OF INSURANCE FORM**

## **CERTIFICATE OF INSURANCE FORM**

This is to certify to: Port of Hood River, 1000 E. Port Marina Drive, Hood River OR 97031  
That the following described policy or policies have been issued to:

\_\_\_\_\_  
Name and Address of Insured

\_\_\_\_\_  
Name and Address of Insurance Company

Description of Contract \_\_\_\_\_

Types of Coverages		Limits of Liability	Policy Number	Expiration Date
<b>1. Workers Compensation</b>		<b>Statutory</b>		
<b>2. Employer's Liability</b>		\$		
<b>3. Comprehensive General Liability</b>		<b>Bodily Injury</b>		<b>Property Damage</b>
	<b>A. Premises &amp; Operations</b>	\$		\$
	<b>B. Blanket Contractual</b>	\$		\$
	<b>C. Independent Sub-Contractors</b>	\$		\$
	<b>D. Products Liability &amp; Completed Operations</b>	\$		\$
<b>4. Comprehensive Automobile Liability (owner, hired, &amp; non-owned)</b>				
<b>5. Other-Builders Risk</b>				
<b>6. Jones Act and USLHWA Insurance</b>	<b>If applicable</b>			

Expires 12:01 Standard Time at the address of name insurance stated herein.

\*Indicate the following property liability features:

	<u>Yes</u>	<u>No</u>
1. "Broadform" including occurrence and care, custody and control.	___	___
2. Explosion, collapse and underground damage exclusions.	___	___

The insurer agrees that it will notify in writing, \_\_\_\_\_ of any material change, expiration or cancellation of the above-described policies not less than thirty (30) days before such change, expiration or cancellation becomes effective. It is further agreed the above named owner, his officers, agent (including his engineer) and employees are included as additional named insureds, but only as respects the performance of the above-described contract.

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Authorized Representative

**PART 8**  
**GENERAL CONDITIONS (A-L)**

**PORT OF HOOD RIVER  
GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS**

**SECTION A**  
General Provisions

**DEFINITION OF TERMS**

**Alternate** – One of two or more units of work or groups of bid items, identified separately in the proposal, from which Owner may make a choice between different methods or material of construction for performing the same work.

**Architect/Engineer**-person appointed by the Port to make drawings and specifications, and to provide contract administration of the Work contemplated by this Contract.

**Bid**-an offer in connection with an invitation to bid and a proposal in connection with a request for proposals.

**Bidder**-means an Offeror in connection with an invitation to bid and proposer in connection with a request for proposals.

**Change Order**-written order issued by the Port's Authorized Representative to the Contractor requiring a change in the Work within the general scope of the Contract Documents.

**Claim**-means a demand by Contractor for review of the denial of Contractor's initial request for an adjustment of the Contract terms, payment of money, extension of Contract Time or other relief.

**Contract**- the written agreement between the Port and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

**Contract Documents**-means the solicitation Documents and addenda thereto, the Port of Hood River Public Improvement Contract, General Conditions, Supplemental General Conditions, if any, the accepted Bid, Plans, Specifications, amendments and change orders.

**Contract Period**- as set forth in the Contract Documents, means the period of time beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

**Contract Price**- the total of the awarded Bid amount, as increased or decreased by the price of approved alternatives and change orders.

**Contract Time**-means any incremental period of time allowed under the Contract to complete any portion of the Work reflected in the project schedule.

**Contractor**-person awarded the Contract for Work contemplated.

**Days**-are calendar days, unless otherwise specified.

**Direct Costs**-means the costs of materials, including sales tax, cost of delivery; cost of labor, including social security, unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; project specific insurance; bond premiums, rental cost of equipment, and machinery required for execution of the work; and the additional costs of field personnel directly attributable to the Work.

**Final Completion**-means completion of all requirements under the Contract, excluding Warranty Work, and the final payment and release of retainage.

**Force Majeure**-means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

**Notice to Proceed**-the official written notice from the Port stating that the Contractor is to proceed with the Work defined in the Contract Documents.

**Offer**-a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

**Offeror**-means a bidder in connection with an invitation to bid and proposer in connection with a request for proposals.

**Overhead**-those items which may be included in the Contractor's markup and that shall not be charged as Direct Cost of Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman and expenses of the Contractor's office at the job site including expenses of personnel staffing the job site office.

**Owner**-Port of Hood River.

**Owner's (Port's) Authorized Representative**-those individuals identified in writing by the Owner to act on behalf of the Owner for this project.

**Person**-an entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

**Plans**-the drawings which show the location, type, dimensions, and details of the Work to be done under this Contract.

**Punchlist**-the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

**Record Document**-means the as-built Plans, Specifications, testing and inspection records, product test data, samples, manufacturer and distributor/supplier warranties evidencing transfer to Owner, operational and maintenance manuals, shop drawings, Change Orders, correspondence, certificates of occupancy, and other documents listed in section B of these General Conditions, recording all services performed.

**Solicitation Document**-means invitation to bid or request for proposal or request for quotes.

**Specification**-means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications will generally state the results or products to be obtained and may describe the method and manner of doing the work to be performed.

**Subcontractor**- a person having a direct contract with the Contractor, or another subcontractor, to perform one or more items of the Work.

**Substantial Completion**-the date when the Owner accepts in writing the construction, alteration, or repair of the improvement to real property or any designated portion thereof as having reached the state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous days of successful, trouble-free operation.

**Substitutions**- items that in function, performance, reliability, quality, and general configuration are the same or better than the product specified.

**Supplemental General Conditions**-those conditions that remove from, add to, or modify these General Conditions.

**Work**- the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

### **SCOPE OF WORK**

The work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use set forth in the Contract Documents.

### **INTERPRETATION OF CONTRACT DOCUMENTS**

Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract documents are intended to be complimentary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among Contract Documents, interpretations will be based on the following descending order of precedence:

1. Contract amendments and Change Orders, with those of later date having precedence over those of an earlier date;
2. The Port of Hood River Public Improvement Contract;
3. The Plans and Specifications;
4. The General Conditions;
5. The Solicitation Document and any addenda thereto;
6. The Accepted Offer.

In the case of an inconsistency between the Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

If the Contractor finds discrepancies in or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or the Owner's Authorized Representative. Matters concerning performance under, and interpretation of requirements of, the Contract Documents will be decided by the Owner's Authorized Representative, who may delegate that duty in some instances to the Architect/Engineer. Responses to the Contractor's request for interpretation of Contract Documents will be made in writing by the Owner's Authorized representative within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of the Owner's Authorized Representative will be consistent with the intent of and reasonably inferable from the Contract Documents. Contractor shall not proceed without direction in writing from the Owner's Authorized Representative.

### **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE**

It is understood that the Contractor, before submitting a bid, has made careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work.

## **SECTION B**

### Administration of the Contract

### **PORT'S ADMINISTRATION OF THE CONTRACT**

The Port's Authorized Representative will provide administration of the Contract as described in the Contract documents (1) during construction, (2) until final payment is due and (3) during the one year period for correction of work. The Port's Authorized Representative will act on behalf of the Port to the extent provided in the Contract Documents, unless modified in writing in accordance with other provisions of the contract. In performing these tasks, the Port may rely on the Architect/Engineer or other consultants to perform some or all of these tasks.

The Port's Authorized Representative will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Port informed about the

progress and quality of the portion of the Work completed, (2) to endeavor to guard the Port against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents.

The Port's Representative will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work.

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Port and Contractor shall endeavor to communicate with each other through the Port's Authorized Representative or designee about matters arising out of or relating to the contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Port's Authorized Representative.

Based on the Architect/Engineer's evaluation of the Contractor's Application for Payment, or unless otherwise stipulated by the Port's Authorized Representative, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payments in such amounts.

### **CONTRACTOR'S MEAN AND METHODS; MITIGATION OF IMPACTS**

The Contractor shall direct and supervise the Work, using the Contractor's best skill and attention. The Contractor shall solely be responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

The contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

### **MATERIALS AND WORKMANSHIP**

The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

The Contractor is responsible to perform the Work as required by the Contract Documents. Defective work shall be corrected at the Contractor's expense.

Work done and materials furnished shall be subject to inspection and/or observation by the Port's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Port's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

Contractor shall furnish adequate facilities, as required, for the Port's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide facilities and access to their facilities.

The Contractor shall furnish Samples of Materials for testing by the Port's Authorized Representative and include the cost of the Samples in the Contract Price.

## **PERMITS**

The United States Army Corps of Engineers does not require a nationwide permit for this work. No other State or Federal permits are required.

## **COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS**

Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and Contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable:

- i) Title VI and VII of Civil Rights act of 1964, as amended
- ii) Section 503 and 504 of the Rehabilitation act of 1973, as amended
- iii) The Health Insurance Portability and Accountability Act of 1996
- iv) The Americans with Disabilities Act of 1990, as amended
- v) ORS Chapter 659A, as amended
- vi) All regulations and administrative rules established pursuant to the foregoing laws
- vii) All other applicable requirements of federal and state civil rights and rehabilitations statutes, rules and regulations.

Port's performance under the Contract is conditioned upon the Contractor's compliance with the provisions of ORS 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are incorporated by reference herein.

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

- (a) Contractor shall not discriminate against Disadvantaged, Minority, Women, or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, in the awarding of subcontracts (ORS 279A.110)
- (b) Contractor shall maintain, in current and valid form, all licenses and certificates required by tax, regulation, or this Contract when performing the Work.

Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at any time they submit their bids to the Contractor.

Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of those rules by calling the center at (503)232-1987.

Failure to comply with any or all of the requirements set forth here shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

## **INSPECTION**

Port's Authorized Representative shall have access to the Work at all times.

The Port's Authorized Representative at its discretion will make inspection of Work. The Port's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Port's Authorized Representative, shall be removed and replaced at the Contractor's expense.

Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Port, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Port's Authorized Representative timely notice of when and where tests and inspections are to be made so that the Port's Authorized Representative may be present for such procedures. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Port's Authorized Representative.

Work done or materials used without inspection or testing by the Port's Authorized Representative may be ordered removed at the Contractor's expense.

If directed to do so at any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done with sufficient notice to Port's Authorized Representative, the uncovering and restoration will be paid for as a Change Order.

If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs necessary by such failure, including those of repeated procedures and compensation for the Port's Authorized Representative and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

#### **SEVERABILITY**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

#### **ACCESS TO RECORDS**

Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Change Orders and addenda, in good order and marked currently to record filed changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Port's Authorized Representative access thereto.

Contractor shall retain and the Port and its duly Authorized Representatives shall have access to, for a period not less than six (6) years, all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract including record pertaining to Overhead and indirect costs, for the purpose of audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all such records until all litigation is resolved. The Port and/or its agents shall continue to be provided full access to the records during litigation.

#### **WAIVER**

Failure of the Port to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Port of the right to such performance in the future nor the right to enforce any other provision of this Contract.

#### **SUBCONTRACTS AND ASSIGNMENT**

Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Port thereunder, unless,

- (1) the same are clearly inapplicable to the subcontractor at issue because of legal requirements or industry practices, or
- (2) specific exceptions are requested by Contractor and approved in writing by Port.

Where appropriate, Contractor shall require each subcontractor to enter in similar agreements with sub-subcontractors at any level.

At Port's request, Contractor shall submit to Port prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Port disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Port's satisfaction. Port's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

Contractor shall not assign, sell or transfer its rights, or delegate its responsibilities under this Contract, in whole or part, without the prior written approval of the Port. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

### **SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to this Contract and their respective permitted successors and assigns.

### **PORT'S RIGHT TO DO WORK**

Port reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, Contractor will coordinate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of others in an acceptable manner and perform it in proper sequences to that of the others. The Port's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, Port's Authorized Representative will establish work priority (including the Work), which generally will be in the sequence that the contracts were awarded.

### **OTHER CONTRACTS**

In all cases and at any time, the Port has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Port in the manner described above.

### **LITIGATION**

Any claims between Port and Contractor that arises from or related to this Contract and that is not resolved through the Port contract review board shall be brought and conducted solely and exclusively within the Circuit Court of Hood River County.

### **ALLOWANCES**

The contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Port may direct.

Unless otherwise provided in the Contract Documents:

- a. When finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- b. Contractor's cost for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- c. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section (b) and (2) changes in Contractor's costs under this Section.
- d. Unless Port requests otherwise, Contractor shall provide to Port a proposed fixed price for any allowance work prior to its performance.

## **SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

Design Build requirements apply. The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Port's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Port reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

- a. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
- b. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- c. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Port or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (1) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been executed by Port authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

If any errors or omissions appear in the drawings, specifications or other documents the Contractor shall, immediately and before proceeding with that portion of the work affected, notify Owner or such error or omission. Should the Contractor proceed with erroneous work without giving notice, Contractor shall be responsible for errors and make required corrections without additional cost to Owner.

**SUBSTITUTIONS**

The Contractor may make Substitutions only with the consent of the Port, after evaluation by the Port's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently becomes apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

**USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications and related Contract Documents furnished to Contractor by Port or Port's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Port.

**FUNDS AVAILABLE AND AUTHORIZED**

Port reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Port's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Port's Services performed after the last day of the current biennium is contingent on Port receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Port, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

**NO THIRD PARTY BENEFICIARIES**

Port and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**SECTION C**  
Wages & Labor

**MINIMUM WAGE RATES ON PUBLIC WORKS**

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to or are incorporated by reference in the Contract Documents. Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts.

**INTENT TO PAY PREVAILING WAGE**

Approved Intent to Pay Prevailing Wage statements shall be provided to Owner prior to first pay application.

**PAYROLL CERTIFICATION; ADDITIONAL RETAINAGE; FEE REQUIREMENTS**

In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Port's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or

the Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

Pursuant to ORS 279C.845(7), the Port shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by previous paragraphs. The Port shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.

Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Port the certified statements required by previous section. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement, Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.

In accordance with statutory requirements, and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Port to the Commissioner at the time Port enters into the Contract.

#### **PROMPT PAYMENT AND CONTRACT CONDITIONS**

Pursuant to ORS 279C.505 and as a condition to Port's performance hereunder, the Contractor shall:

- Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- Pay all contributions or amounts due the State Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- Not permit any lien or claim to be filed or prosecuted against the Port on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Port, or assign any sums due by Port, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Port.
- Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- Demonstrate that an employee drug testing program is in place as follows:
  - (a) Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:
    - (1.) A written employee drug testing policy,
    - (2.) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
    - (3.) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the project job site.

(b) Contractor shall require each Subcontractor providing labor for the project to:

- (1.) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place

- at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or
- (2.) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

Pursuant to ORS 279C.515, and as a condition to Port's performance hereunder, Contractor agrees:

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Port may pay the claim and charge the amount of the payment against funds due or to become due to Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from Port or a contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-Day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-Day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from Port or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this Contract shall contain a similar clause.

Pursuant to ORS 279C.580, Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:

- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the Contractor by Port under the Contract;
- (b) An interest penalty clause that obligates the Contractor if payment is not made within thirty (30) days after receipt of payment from Port, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this subsection. Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Port or Contractor when payment was due. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and shall be computed at the rate specified in ORS 279C.515(2).
- (c) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) and (b), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

### **PAYMENT FOR MEDICAL CARE**

Pursuant to ORS 279C.530, and as a condition to Port's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such service and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

### **HOURS OF LABOR**

As a condition to Port's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference. Contractor shall give a written schedule to employees showing the number of hours per day and days per week the employee may be required to work. Pursuant to ORS 279C.520 and as a condition to Port's performance hereunder, no person shall be employed to perform Work under this Contract for more than ten (10) hours in any day of forty (40) in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday, or
- (b) For all overtime in excess of ten (10) hours a day or forty hours (40) in any one week when the work week is four consecutive days Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holidays specified in ORS 279C.540.

This section will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

This section shall not excuse Contractor from completion of the Work within the time required under this Contract.

## **SECTION D** Changes in Work

### **CHANGES IN WORK**

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Port's Authorized Representative, and then only in a manner consistent with the Change Order provisions of this conditions and after any necessary approvals required by public contracting laws have been obtained. Otherwise, a formal contract amendment is required, which shall not be effective until its execution by the parties to this Contract and all approvals required by public contracting laws have been obtained.

It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the Port's Authorized Representative may at any time, without notice to sureties and without impairing the Contract, require changes consistent with this section. All Change Order Work shall be executed under the conditions of the Contract Document. Such changes may include, but are not limited to:

- (a) Modifications of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Changes in the duration of the project.
- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those made that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under section I, "*Termination or Suspension*" to follow, Port reserves the right to unilaterally impose a deductive change and to self perform such Work, for which the provisions of "Port's Right to Do Work" shall then apply.

Adjustments in compensation shall be made under the conditions following, in which costs for deductive changes shall be based upon Direct Costs adjustments together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Port.

The Port and Contractor agree that Change Order Work shall be administered and compensated according to the following:

- (a) Unit pricing may be utilized at the Port's option when unit prices or solicitation alternatives were provided that established the cost for additional Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the additional work.
- (b) If the Port elects not to utilize the unit pricing, or if in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Work Order. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. The mark-ups set forth following shall be utilized by the parties as a guide in establishing fixed pricing, and will not be exceeded by Port without adequate justification. Cost and price data relating to Change Orders shall be supplied by Contractor to Port upon request, but Port shall be under no obligation to make such requests.
- (c) In the event that unit pricing and fixed pricing are not utilized, then the Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. In addition, the following mark-ups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, Overhead and other indirect costs for Work directly performed with the Contractor's or Subcontractor's own forces:

- On labor .....15%
- On Equipment..10%
- On Materials.....10%

When Change Order Work is invoiced by an authorized subcontractor at any level, each ascending tier Subcontractor or Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by such change Order as follows:

\$0.00-\$5,000.00	10%, and then
over \$5,000.00	5%

Payments made to Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors, for Change Order Work. Port may establish a maximum cost for Change Order Work under this section which shall not be exceeded for reimbursement without additional written authorization from Port. Contractor shall not be required to complete such Change Order Work without additional authorization.

Any necessary adjustments of Contract Time that may be required as a result of a Change Order must be agreed upon by the parties before the start of the Change Order Work unless Port's Authorized Representative authorizes Contractor to start the work before agreement on Contract Time adjustment. Contractor shall submit any request for additional compensation and additional contract time as soon as possible but no later than thirty (30) Days after receipt of the Change Order. If not received within the time limit, Contractor's requests pertaining to that Change Order are barred. The thirty day time limit applies to claims of Subcontractors, suppliers, or manufacturers that may be affected by the Change Order.

If Port's Authorized Representative denies the Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a claim under the Claims Review Process described hereafter in this Section D.

No request or claim by the Contractor for additional cost or an extension of Contract Time shall be allowed if made after receipt of final payment application under this Contract. Contractor agrees to submit its final payment application within ninety (90) days after Substantial Completion, unless Port grants a written extension. Contractor shall not delay final payment application for any reason.

## **DELAYS**

Delays in construction include "Avoidable Delays", which are defined in the following section, and "Unavoidable Delays", which are defined in the one after. Found in this section are the effects of Avoidable Delays and Unavoidable Delays.

Avoidable Delays include any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that:

- (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of neither other parts of the Work nor the completion of the whole Work within the Contract Time.
- (c) Do not impact activities on the accepted critical path schedule.
- (d) Are associated with the reasonable interference of other contractors employed by the Port that do not necessarily prevent the completion of the whole Work within the Contract Time.

Unavoidable Delays include delays other than Avoidable delays that are:

- (a) Caused by any actions of the Port, Port's Authorized Representative, or any other employee or agent of the Port, or by separate contractor employed by the Port.
- (b) Caused by any site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents. The Contractor shall notify the Port's Authorized Representative immediately of differing site conditions before the area has been disturbed. The Port's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular contract. If Contractor and the Port's Authorized Representative agree that a differing site condition exists, any additional compensation or additional Contract Time will be determined based on the process set forth in previous sections for Change Order Work. If the Port's Authorized Representative disagrees that a differing site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under re: *Claims Review Process*. (following section)
- (c) Caused by Force Majeure acts, events or occurrences that could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors.
- (d) Caused by adverse weather conditions. Any adverse weather conditions must be substantiated by documentary evidence that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the project in a manner that could not be avoided by rescheduling the Work or by implementing measures to protect against the weather so that the Work could proceed. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous 10-year historical records of the general locality of the Work, shall not be construed as abnormal. The parties agree that rainfall greater than the following levels cannot be reasonably anticipated:
  - a. Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more.
  - b. Daily rainfall equal to, or greater than, 0.75 inch at any time.

The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce nearest the project site shall be considered the official agency of record for weather information.

Except as otherwise provided in ORS 279C.315, Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

In the event of Unavoidable Delays, based on principles of equitable adjustment, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described earlier in section.
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in previous section.

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this section for Unavoidable Delays, other than requests for additional compensation or additional Contract Time for differing site conditions for which a review process is established under previous section, Contractor shall submit a written notification of the delay to the Port's Authorized Representative within two (2) days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the project components impacted by the delay, and the anticipated additional Contract Time or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) days after the cause of the delay has been mitigated, or in no case more than thirty (30) days after the initial written notification, the Contractor shall submit to the Port's Authorized Representative, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Port's Authorized Representative denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under the following section, *Claims Review Process*.

If Contractor does not timely submit the notices required under this section, then unless otherwise prohibited by law, Contractor's Claim shall be barred.

#### **CLAIMS REVIEW PROCESS**

All Contractor Claims shall be referred to the Port's Authorized Representative for review. Contractor's Claims, including Claims for additional compensation or additional Contract Time, shall be submitted in writing by Contractor to the Port's Authorized Representative within five (5) days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these General Conditions. Within thirty (30) days after the initial Claim, Contractor shall submit to the Port's Authorized Representative, a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by the following section. Unless the Claim is made in accordance with these time requirements, it shall be waived.

The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time extension requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Port's Authorized Representative. The Port's Authorized Representative and the Port will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Port.

The Port's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten (10) days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Port in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

The Port's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Port within fifteen (15) days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) days of the notice of appeal. After receiving the appeal documentation, the Port shall review the materials and render a decision within thirty (30) days after receiving the appeal documents.

The decision of the Port shall be final and binding unless the Contractor delivers to the Port its requests for mediation, which shall be a non-binding process, within fifteen (15) days of the date of the Port's decision.

The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) day period in order to preserve a cause of action, the parties agree that notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through the mediation, the parties agree to promptly submit the appropriate motions and orders documenting the settlement to the Court for its signature and filing.

The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the Port and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with Port's mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

Unless otherwise directed by Port's Authorized Representative, Contractor shall proceed with the Work while any Claim of Contractor is pending, including a Claim for additional compensation or additional Contract Time resulting from Change Order Work. Regardless of the review period or the final decision of the Port's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Port or Port's Authorized Representative.

## **SECTION E**

### **Payments**

#### **BID SHEET**

The contractor shall submit, at least ten (10) days prior to submission of its first application for progress payment, a schedule of values for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Port's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Port's Authorized Representative, Contractor shall revise the schedule of values and resubmit the same for approval of Port's Authorized Representative.

#### **APPLICATIONS FOR PAYMENT**

Port shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. The Port's Authorized Representative shall approve all payments. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Port shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence thirty (30) days after the receipt of invoice from the Contractor or fifteen (15) days after the payment is approved by the Port's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after receipt of the application for payment from the Contract or fifteen (15) days after the payment is approved by the Port, whichever is the earlier date, but the rate of interest shall not exceed thirty percent (30%). Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or

when there is a good faith dispute, Port shall so notify the Contractor within fifteen (15) days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) days of being notified by the Port, shall not cause a payment to be made later than specified in this section unless interest is also paid. Accrual of interest will be postponed when payment on the principal is delayed because of disagreement between the Port and the Contractor.

Contractor shall submit to the Port's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor, including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received."

Signed:

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Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Port's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Port's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Port as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Port.
- (e) Payments shall be made for materials only. The submitted amount of the application for payment shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) days of the application for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective application for payment.

The Port reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Port's opinion to protect the Port from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with the Contract Documents,
- (b) Third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Port is provided by the Contractor;
- (c) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Port may issue checks made payable jointly to Port and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under previous sections.

- (d) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) Damage to the Port or another contractor;
- (f) Reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) Failure to carry out the Work in accordance with the Contract Documents; or
- (h) Assessment of liquidated damages, when withholding is made for offset purposes.

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in section, *Retainage*. Pending final determination of cost to the Port of changes in the Work, amounts not in the dispute may be included even though the Contract Price has not yet been adjusted by Change Order.
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Port pursuant to previous section, suitably stored off the site at a location agreed upon in writing), less retainage as provided in Section, *Retainage*.
- (c) Subtract the aggregate of previous payments made by the Port; and
- (d) Subtract any amounts for which the Port's Authorized Representative has withheld or nullified payment as provided in the Contract Documents.

Contractor's applications for payment may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

The Contractor warrants to Port that title to all Work covered by an application for payment will pass to the Port no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Port shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

If Contractor disputes any determination by Port's Authorized Representative with regard to any application for payment, Contractor nevertheless shall continue to prosecute expeditiously the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

**PAYROLL CERTIFICATION REQUIREMENT**

Payroll certification is required before payments are made on the Contract. Refer back to section, *Payroll Certification: Additional Retainage; Fee Requirements* for this information.

**DUAL PAYMENT SOURCES**

Contractor shall not be compensated for Work performed under this Contract from any state agency other than the agency that is a party to this Contract.

**RETAINAGE**

Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:

Port may reserve as retainage from any progress payment an amount not to exceed five percent (5%) of the payment. As Work progresses, Port may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after fifty percent (50%) of the Work under the Contract is completed if, in the Port's opinion, such Work is progressing

satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and one half percent (97.5%) completed the Port may, at its discretion and without application by the Contractor, reduce the retained amount to one hundred percent (100%) of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Port shall respond in writing within a reasonable time.

In accordance with the provisions of ORS 279C.560 and any applicable administrative rules, Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Port or in a custodial account or other mutually-agreed account satisfactory to Port, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Port;
- (b) *that retainage be deposited in an interest bearing account, established through the State Treasurer for state agencies, in a bank, savings banks, trust company or savings association for the benefit of Port, with earnings from such account accruing to the Contractor; or*
- (c) that the Port allow Contractor to deposit a surety bond for the benefit of Port, in a form acceptable to Port, in lieu of all or a portion of funds retained or to be retained. Such bonds and any proceeds therefrom shall be made priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

Where the Port has accepted the Contractor's election of option (a) or (b), Port may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Port has agreed to Contractor's request for option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the project from which Contractor has required retainages.

The retainage held by Port shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Port shall pay to Contractor interest at the rate of one and one-half percent (1.5%) per month on the final payment due Contractor, interest to commence thirty (30) days after the Work under the Contract has been completed and accepted and to run until the date Contractor shall notify Port in writing when the Contractor considers the Work complete and Port shall, within fifteen (15) days after receiving the written notice, either accept the Work or notify the contractor of Work yet to be performed on the contract. If Port does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by the subsection shall commence to run thirty (30) days after the end of the fifteen (15) day period.

In accordance with the provisions of ORS 279C.560, Port shall reduce the amount of the retainage if the Contractor notifies the controller of the Port that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Port's Authorized Representative, bonds and securities of equal value of a kind approved by the Port's Authorized Representative.

Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent (5%) of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection, *Retainage* as apply to Port's retainage from any progress payment due to Contractor.

As provided in subsections under section *Payroll Certification: Additional Retainage; Fee Requirements*, additional retainage in the amount of twenty-five percent (25%) of amounts earned shall be withheld and released in accordance with ORS 279C.845(7) when the Contractor fails to file certified statements as required by the first subsection of section, *Payroll Certification: Additional Retainage; Fee Requirements*.

## **FINAL PAYMENT**

Upon completion of all the Work under this Contract, the Contractor shall notify the Port's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Port's Authorized Representative will inspect the Work, and if acceptable, submit to the Port a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Port will notify Contractor within fifteen (15) days of Contractor's request for final payment. Upon approval of this final estimate by the Port and approval of this final estimate by the Port and compliance by the Contractor with provisions found in the

Section titled, *Contract Close Out*. 3 Affidavit/Release of liens and claims, and other provisions as may be applicable; the Port shall pay to the Contractor all monies due under the provisions of these Contract Documents.

*Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Port's Authorized Representative (1) a notarized affidavit/release of liens and claims in a form satisfactory to Port that states that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Port or the Port's property might be responsible or encumbered (less amounts withheld by Port) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Port, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Port, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Port. If a Subcontractor refuses to furnish a release or waiver required by the Port, the Contractor may furnish a bond satisfactory to the Port to indemnify the Port against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Port all money that the Port may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.*

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

## **SECTION F**

### Job Site Conditions

#### **USE OF PREMISES**

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Port's Authorized Representative. Contractor shall follow the Port's Authorized Representative's instructions regarding use of premises, if any.

#### **PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC**

Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Port's Authorized Representative, Port's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Port, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Port. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Port's Authorized Representative. The Port's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

Contractor shall not enter upon private property without first obtaining permission from the property Port or its duly Authorized Representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and Port and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Port's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Port's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appear, if instructed by the Port's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with the Section titled *Changes in the Work*.

Contractor shall, at its sole expense, provide all traffic control signage, barriers, and flaggers at no additional cost to Owner.

### **CUTTING AND PATCHING**

Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other Contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

### **CLEANING UP**

From time to time as may be ordered by the Port the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Port, the work may be done by others and the cost charged to the Contractor and deducted from payment due to the Contractor.

### **DISPOSAL OF SURPLUS MATERIALS**

No waste site has been provided by Owner for the disposal of excess materials and debris. Debris shall be taken by Contractor to a disposal site approved by Owner. Contractor shall keep site clean, safe and free of debris. Contractor shall dispose of waste materials in an Owner-approved location.

### **ENVIRONMENTAL CONTAMINATION**

Contractor will be held responsible for and shall indemnify, defend (with counsel of Port's choice) and hold harmless Port from and against any costs, expenses, damages, claims, and causes action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation and handling during the performance of the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section shall limit Contractor's responsibility for obtaining insurance coverage required under section titled *Insurance* of these General Conditions, and Contractor shall take no action that would void or impair such coverages.

Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Port and be performed by properly qualified personnel.

Contractor shall obtain the Port's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in many applicable federal, state, or local statutes, rules and ordinances. Notwithstanding such written consent from the Port, the Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state or local statutes, rules or ordinances;
  - i. Contractor must have in date spill response kit on the dock or work vessel and assessable at all times.
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up, without cost to the Port, such spills, releases, discharges, or leaks to the Port's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Port. A written follow-up report shall be submitted to the Port within forty-eight (48) hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than Port.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

#### **ENVIRONMENTAL CLEAN-UP**

Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference section titled *Environmental Contamination*), Contractor shall immediately notify Port of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous Substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl (PCB), or petroleum, and any substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Port of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the project where a hazardous substance(s) has been discovered or encountered if continued to work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

Upon being notified by Contractor of the presence of hazardous substance(s) on the project site, Port shall arrange for the proper disposition of such hazardous substance(s).

#### **FORCE MAJEURE**

A party to this Contract shall not be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. The Port may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events or occurrences will reasonably prevent successful performance of the Contract.

### **SECTION G**

#### Indemnity, Bonding, and Insurance

**RESPONSIBILITY FOR DAMAGES/INDEMNITY**

Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from the carrying out of Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the PORT, Port's Authorized Agent, its properties, officers, employees, and Architect/Engineer Consultants from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to (a) any damage, injury, loss, expense, inconvenience or delay described here, (b) any accident or occurrence which happens or is alleged to have happened in or about the project site or any place where the Work is being performed, or in the vicinity of either at any time prior to the time the Work is fully completed, (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of agreement, representation or warranty of the Contractor contained in the Contract Document or any subcontract, (d) the negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140) and (e) any lien filed upon the project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this section.

**PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND**

When the contract price is \$100,000 or more (\$50,000 or more in the case of Contracts for highways, bridges and other transportation projects) the Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond in a sum equal to the Contract Price, and a separate payment bond also in a sum equal to the Contract Price. The bonds may be required if the Contract Price is less than the above thresholds, if required by the Contract Documents.

Before starting Work, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon laws 2005, chapter 360, and OAR 839-025-0015, unless otherwise exempt from those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Contractors Construction Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

**INSURANCE**

Worker's Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or Subcontractors.

Builder's Risk: During the term of this Contract, for new construction the Contractor shall maintain in force, at its own expense, Builder's Risk Insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Such insurance shall be maintained until the Owner has occupied the facility.

Commercial General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Port. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract (to the extent contractual liability coverage for the indemnity is available in the

marketplace), and shall be issued on an occurrence basis. Combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each aggregate limit shall not be less than \$1,000,000.

Automobile Liability: Contractor shall obtain, at Contractors expense, and keep in effect during the term of this Contract, Automobile Liability Insurance owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

Tail Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability for twenty-four (24) months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of final acceptance.

Additional Insured: The liability Insurance coverage, except for the Professional Liability if included, required for this Contract shall include the Port, officers, and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

There shall be no cancellation, material change, potential exhaustion coverages without thirty (30) Days' written notice from the Contractor or its insurer(s) to the Port.

As evidence of coverage, Contractor shall furnish the a certificate of insurance to Port prior to Issuance of a Notice to Proceed. The certificate will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverages required under this Contract shall be obtained from insurance companies or entities acceptable to the Port that are allowed to provide such insurance under Oregon law. The certificate will also specify that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverages without thirty (30) Days' written notice from the insurer(s) to Port. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self insurance in excess of \$50,000 shall be approved by the Port in writing prior to issuance of a Notice to Proceed and is subject to Port's approval.

Insurance coverages required under this Contract shall be obtained from insurance companies or entities acceptable to the Port that are allowed to provide such insurance under Oregon law.

**Jones Act: The contractor must be aware of the requirements of this act and have the necessary maritime insurance in place.**

## **SECTION H**

### Schedule of Work

#### **CONTRACT PERIOD**

Time is of the essence on this contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence work within ten (10) days of Notice to Proceed, unless otherwise directed.

Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.

The Port will not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described above.

#### **SCHEDULE**

Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Port. The submitted schedule must illustrate Work by significant project components,

significant labor trades and long lead times. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly pay application. Acceptance of the schedule by the Port does not constitute agreement by the Port, as to the Contractor's sequencing, means, methods or allocated Contract Time. In no case shall the Contractor make a request for additional compensation for delays if the Work is completed within the Contract Time but after the Contractor's scheduled completion.

**WORKING DAYS**

Contractor shall complete all physical Contract Work within the number of "working days" stated in the Contract Provisions or as extended by Owner. Every day will be counted as a "working day" unless it is a nonworking day or an Owner-determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the Contract specifically suspends Work, or one of these Owner holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

An unworkable day is defined as a half or whole day Owner declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the Work shown on the critical path of the Contractor's approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If Substantial Completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Owner will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the Physical Completion of the Contract; and (3) remaining for the Physical Completion of the Contract. The statement will also show the nonworking days and any half or whole day the Owner declares as unworkable. Within 10-calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Owner, the protest shall be in sufficient detail to enable the Owner to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct.

Owner will give the Contractor written notice of the Physical Completion Date for all Work the Contract requires. That date shall constitute the Physical Completion Date of the Contract, but shall not imply Owner acceptance of the Work or the Contract.

Owner will give Contractor written notice of the Completion Date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical Work on the project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law, to allow Owner to process final acceptance of the Contract. The following documents must be received by Owner prior to establishing a Completion Date:
  - a. Certified Payrolls
  - b. Material Acceptance Certification Documents
  - c. Final Contract Voucher Certification

**SECTION I**  
Correction of Work

**BEFORE FINAL PAYMENT**

The Contractor warrants to the Port that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from

the premises and replace all defective materials and equipment as determined by the Port's Authorized Representative, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Port, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than sixty (60) days for completion of defective (punch list) work, unless otherwise agreed. At the end of that period, or earlier if requested by the Contractor, the Port shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent re-inspections shall be borne by the Contractor. If Contractor fails to complete the punch list work within the above time period, without affecting Contractor's obligations the Port may perform such work and Contractor shall reimburse the Port all costs of the same within thirty (30) days after demand.

### **WARRANTY WORK**

Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective work and, unless a longer period is specified, Contractor shall correct all defaults that appear in the work within a period of one year from the date of issuance of the written notice of substantial completion by the Port except for latent defects which will be remedied by the Contractor at any time they become apparent.

The Port shall give the Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Port's demand. If Contractor fails to complete the warranty work within such period as Port determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, Port may perform such work and Contractor shall reimburse Port all costs of the same within thirty (30) days after demand.

This provision does not negate guarantees or warranties for periods longer than one year including without limitations such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

In addition to Contractor's warranty, manufacturer's warranties shall pass to the Port and shall not take effect until affected work has been accepted in writing by the Port's Authorized Representative.

The one-year (1) period for correction of Work shall be extended with respect to portions of Work performed after substantial completion by the period of time between substantial completion and the performance of the work, and shall be extended by corrective Work performed by the Contractor pursuant to this section, as to work corrected.

If the Port prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Port may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **Section J**

### **Suspension or Termination of the Work**

#### **PORT'S RIGHT TO SUSPEND WORK**

The Port and the Port's Authorized Representative has the authority to suspend portions or all of the Work due to the following causes:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Port's Authorized Representative, which are unsuitable for performing the work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

The Port shall notify the Contractor and the Contractor's Surety in writing of the effective date and time of the suspension and shall notify Contractor and its Surety in writing to resume work.

#### **CONTRACTOR'S RESPONSIBILITIES**

During the period of suspension, Contractor is responsible to continue maintenance at the project just as if the work were in progress.

#### **COMPENSATION FOR SUSPENSION**

Depending on the reason for suspension of the Work, the Contractor or the Port may be due compensation from the other party. If the suspension was required due to acts or omissions of the Contractor, the Port may assess the Contractor actual costs of the suspension. If the suspension was caused by acts or omissions of the Port, the Contractor shall be due compensation which shall be defined under "Changes in Work". If the suspension was required through no fault of the Contractor or the Port, neither party owes the other for the impact.

#### **PORT'S RIGHT TO TERMINATE CONTRACT**

The Port without prejudice to any other right or remedy, and after giving Contractor seven (7) Days written notice and an opportunity to cure, terminate the Contract in whole or part under the following conditions:

- (a) If Contractor should voluntarily or involuntarily, seek protection under the US Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Port or Authorized Representative;
- (f) If Contractor is otherwise in material breach of any part of the Contract.

At any time the above occurs, the Port may exercise all rights and remedies available to Port at law or equity, and in addition, Port may take possession of the premises and all of the materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the work is completed. If the Port's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Port.

#### **TERMINATION FOR CONVENIENCE**

Port may terminate the Contract in whole or in part whenever Port determines that termination of the Contract is in the best interest of the public.

The Port will provide the Contractor with seven (7) Days' prior written notice of a termination for public convenience. After such notice, the Contractor shall provide the Port with immediate and peaceful possession of the premises and materials located on and off premises for which the Contractor received progress payment. Compensation for Work terminated by the Port under this provision will be paid according to the terms of "Payment of Work." In no circumstances shall Contractor be entitled to lost profits for Work not performed due to termination.

#### **ACTION UPON TERMINATION**

Upon receiving a notice of termination, and except as otherwise directed by the Port, Contractor shall immediately cease placing further subcontractors or orders for materials, services, or facilities. In addition,

Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Port, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

As directed by the Port, Contractor shall upon termination transfer title and deliver to the Port all record documents, information, and other property that, if Contract had been completed, would have been required to be furnished to the Port.

## **SECTION K**

### **Contract Close Out**

#### **RECORD DOCUMENTS**

As a condition of final payment, Contractor shall comply with the following: Contractor shall provide to the Port's Authorized Representative, Record Documents ("Record Drawings;" "As Built") of the entire project. Record Documents shall depict the project as constructed and shall reflect every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed. Record Documents shall be provided in an electronic format along with paper copies in 24"x36" dimension.

#### **OPERATION AND MAINTENANCE MANUALS**

The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufactures, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Port's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, Contractor shall deliver three (3) complete and approved sets of O & M Manuals to the Port's Authorized Representative.

#### **AFFIDAVIT/RELEASE OF LIENS AND CLAIMS**

As a condition of final payment, the Contractor shall submit to the Port's Authorized Representative a notarized affidavit/release of liens and claims form, in a form satisfactory to the Port, which states that all subcontractors and suppliers have been paid in full, all disputes with property owners and the Port have been resolved, all obligations on the project have been satisfied, all monetary claims and indebtedness have been paid, and that to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the project. The Contractor shall indemnify, defend (with counsel of Port's choice) and hold harmless the Port from all claims for labor and materials furnished under this Contract.

#### **COMPLETION NOTICES**

Contractor shall provide the Port notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Port and the Contractor for security, maintenance, heat, utilities, damage to Work and insurance, and the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Both completion notices must be signed by the Contractor and the Port to be valid. The Port shall provide the final signature on the notices. The notices shall take effect on the date signed by the Port.

#### **TRAINING**

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Port's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. The O & M Manuals shall be used as a basis for training.

#### **EXTRA MATERIALS**

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment.

#### **ENVIRONMENTAL CLEANUP**

As part of the Final Completion notice, or as a separate written notice submitted with or before the Final Completion, the Contractor shall notify the Port that all environmental pollution clean-up which was performed as part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statues of all agencies having jurisdiction over such environmental pollution. The notice shall reaffirm the indemnification given under Section E.

**CERTIFICATE OF OCCUPANCY**

The Contractor shall not be granted Final Completion or receive final payment if the Port has not received an unconditioned certificate of occupancy from the appropriate state and/or local building officials, unless failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of the Port.

**OTHER CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for returning to the Port all items issued during construction such as keys and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from Contractor to the Port.

**SURVIVAL**

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

**SECTION L**

Legal Relations & Responsibilities

**LAWS TO BE OBSERVED**

In compliance with ORS 279C.525, there are federal, state, and local agencies of which the Port has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract.

**PART 9**  
**TECHNICAL SPECIFICATIONS**

**APPLICABLE SPECIFICATIONS**


The Specifications that are applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

SPECIAL PROVISIONS

FOR

Bridge Steel and Coating Maintenance Repairs  
Hood River – White Salmon Highway  
Hood River, OR and Klickitat, WA Counties

**PROFESSIONAL OF RECORD CERTIFICATION:**

 <p>RENEWS: 12-31-2026</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Traffic Control. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00220, 00221</p>
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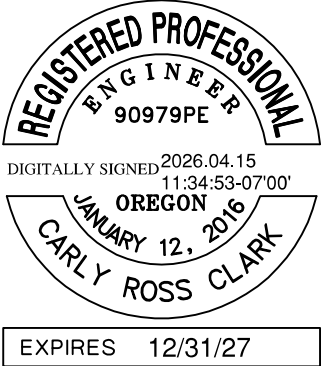
FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

SPECIAL PROVISIONS

FOR

Bridge Steel and Coating Maintenance Repairs  
Hood River – White Salmon Highway  
Hood River, OR and Klickitat, WA Counties

**PROFESSIONAL OF RECORD CERTIFICATION:**

 <p>DIGITALLY SIGNED 2026.04.15 11:34:53-07'00' OREGON JANUARY 12, 2016 CARLY ROSS CLARK EXPIRES 12/31/27</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the subject project for Bridge 06645. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00253, 00296, 00560, 00564, 00594</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

## SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

## SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

**00220.02(a) General Requirements** - Add the following bullet to the end of the bullet list:

- Use portable changeable message signs to provide appropriate work zone information to the public. Place signs and display messages as directed or approved. Place signs in the following approximate locations, 100 feet from the intersection:
  - Button Bridge Road at Marina Drive intersection, center of travelway.
  - Hood River Bridge approach at Washington SR 14, center of travelway and behind crosswalk.

Place two eight-foot Type III barricades across travelway behind PCMS signs.

Display pre-approved messages during construction activity requiring a PCMS use. When signs are in use, provide them according to 00222.45(b).

Suggested message panel 1	Suggested message panel 2
BRIDGE CLOSED 12 AM – 5:30 AM	MONDAY THROUGH FRIDAY

**00220.40(e)(1) Closed Lanes** - Replace this subsection, except for the subsection number and title, with the following:

Do not close any traffic lanes and remove all barricades and objects from the roadway during the following periods:

- Weekdays: Monday through Friday between 6:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 6:00 p.m.
- Weekends: Friday from 3:00 p.m. through Sunday at 9:00 p.m.

A maximum of fifteen (15) single lane closures for up to 20 minutes will be allowed during the project.

**00220.40(e)(2)(b) Special Events** - Add the following to the end of this subsection:

The following special events will occur during this Project:

- AWSI Board Sports Expo, Wednesday, September 9, 2026, through Friday, September 11, 2026

Add the following subsection:

**00220.40(f) Nighttime Bridge Closure** - Nighttime bridge closures are allowed Monday through Friday from 12:00 a.m. to 5:30 a.m. The Contractor shall provide the dates and anticipated number of closures as part of their schedule.

The Contractor shall provide an onsite safety contact in writing, including name and phone number, to the Port of Hood River. The safety contact shall be available by phone during all hours of the bridge closure to coordinate emergency crossings. The contact information will be distributed to 911 center, area dispatch, emergency personnel or a public emergency relayed through the Port Emergency phone. The Contractor shall open barricades for emergency crossings and shall provide safe passage through the construction zone on the bridge for emergency vehicles.

Any change to the safety contact must be provided in writing at least 72 hours prior to implementation.

The Contractor shall always be able to clear a single lane of traffic for emergency vehicles within 10 minutes of receiving an emergency call.

A maximum of ten (10) nighttime bridge closures will be allowed during the project.

Add the following subsection:

**00220.45 Load Restrictions on Bridges -**

For Structure No. 06645 (Hood River Interstate Bridge), limit the combined weight of Equipment, vehicles, and supplies placed in a closed Traffic Lane or Shoulder on the Bridge according to 00253.46.

**00220.60(a)(1) Contractor Responsibility** - Replace this subsection, except for the subsection number and title, with the following:

If this Work is not completed and in place, the Agency may do the Work according to 00220.60(d).

**(a) Do the following at no additional cost to the Agency:**

- Keep surfaces being used by Public Traffic free of all dirt, mud, gravel, materials, and debris.
- Repair damage to surfaces caused by the Contractor's operations.
- Maintain all detour and stage construction Surfacing as specified or directed.

**SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL**

Comply with Section 00221 of the Standard Specifications modified as follows:

**00221.06 Traffic Control Plan** - Replace this subsection with the following subsection:

**00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –**

**a) Traffic Control Plan** - Submit the following, 21 Calendar Days before the preconstruction conference:

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

The request shall meet all requirements of the Contract documents. Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

**(b) Tourist-Oriented Directional and Business Logo Signs** - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

**(1) No Signs** - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

**(2) Signs** - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

**00221.60 Temporary Traffic Control Devices –** Replace the paragraph that begins “TCD delivered to the Project Site found...” with the following paragraph:

Repair or replace TCD delivered to the Project Site found to be in “marginal” or “unacceptable” condition, at no additional cost to the Agency.

## SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

Comply with Section 00253 of the Standard Specifications modified as follows:

**00253.00 Scope** - Add the following paragraph to the end of this subsection:

On Structure No. 06645 (Hood River Interstate Bridge), provide temporary work access and containment system(s) for all work over water as needed to prevent materials falling on river water.

### **00253.09 Work Platform, Scaffolding and Containment Structural Design Requirements -**

Design work platforms, scaffolding, and containment Structures for dead load, live load, and wind load. Obtain basic wind speed as shown on Standard Drawing TM671 and applied in the most critical direction. For Structures with fundamental frequency less than 1 Hz, design for wind loads accounting for structural dynamic effects.

Provide designs with a factor of safety of at least six for wire ropes and connecting hardware and at least four for all other components for containment Structure and work platform components.

Verify structural adequacy of the Bridge with added loading from containment Structures and work platforms using AASHTO *Standard Specifications for Highway Bridges*, Group II, III, V, and VI load combinations.

**(a) Containment Structures Positioned Symmetrically on any Span** - For containment structures positioned symmetrically on any span, design calculations for the bridge structural members are not required if all of the following conditions are satisfied:

Total combined live load and dead load of all work platforms and containment Structures supported by the span, including all personnel, Equipment, Materials, and collected debris or water, does not exceed 25 pounds per square foot.

**(b) Containment Structures Positioned Asymmetrically on any Span** - For containment structures positioned asymmetrically on any span, design calculations for the bridge structural members are not required if all of the following conditions are satisfied:

- Total combined live load and dead load of all work platforms and containment Structures supported by the span, including all personnel, Equipment, Materials, and collected debris or water, does not exceed 25 pounds per square foot.

**00253.40 General** - Add the following paragraph to the end of this subsection:

Containment and work platforms do not extend below bottom of existing Structure.

Add the following subsection:

### **00253.44 Marine Traffic Restrictions -**

Bridge No. 06645 (Hood River Interstate Bridge) may not be closed to marine traffic.

Add the following subsection:

**00253.46 Loads Placed on Structure Roadway** - When a Traffic Lane is closed the following loading may be applied to the Structure(s)

The combined loads of equipment and materials within a lane of any span shall not be greater than the force effects of legal live loads allowed on the bridge. The adjacent lane of the same span may not have more than one-half of the legal load allowed.

## **SECTION 00290 - ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications modified as follows:

**00290.30 Pollution Control** – Replace the paragraph that begins "Prevent, control, and abate..." with the following paragraph:

Prevent, control, and abate pollution of the environment.

**00290.30(a)(1) General** - Replace this subsection, except for the subsection number and title, with the following:

- Do not allow any foreign substances or objects to enter waters of the State and U.S. that exceed regulated or permit limits.
- Do not cause turbidity in waters of the State and U.S. that exceeds regulated or permit limits.

Add the following subsection:

**00290.30(a)(7) Water Quality:**

- Do not discharge water contaminated by pollutants including sediment, drilling fluids and waste, concrete, grout, or water contained within a work area isolation, into any waters of the State or U.S. or conveyances draining thereto until it has been treated using Materials such as those listed in 00280.15 or 00280.16 or by pumping to a vegetated upland location. Do not allow Project discharges to increase the concentration of any pollutant in the receiving water to a level that exceeds the limits prescribed by OAR 340-041.
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Implement containment measures adequate to prevent pollutants from entering waters of the State or U.S. Such pollutants include but are not limited to construction and

demolition materials, waste spoils, fuel or petroleum products, detergents, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives.

- Do not allow curing concrete or grout to be submerged within waters of the State or U.S. less than 24 hours after placement, except within work area isolation. Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Monitor weather and streamflow forecasts and conditions to anticipate high flows that may unintentionally inundate any portion of the Project Site.
- If high flow conditions occur or are anticipated to occur that may unintentionally inundate any portion of the Project Site, remove all potentially affected Equipment, Materials, and debris from the potential inundation area. Cease Work in the area until water recedes and the risk of further high water events passes. The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work in or around waters of the State or U.S. violate permit conditions or any requirement of this subsection, stop such Work and notify the Engineer.

**00290.32 Noise Control** - Add the following paragraph(s) to the end of this subsection:

Review City of Hood River Chapter 8.09 Noise Control which describes noise control regulations. Comply with the applicable noise control requirements of the permit for Project Work.

**00290.34(a) Regulated Work Areas** - Add the following to the end of this subsection:

The regulated work area is the area at or below the ordinary high water (OHW) elevation 86.70 feet NGVD.

Perform no work within the regulated work area under the bridge.

**00290.36(a) Migratory Birds** - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

**(1) Bird Management** - Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Do not disturb migratory bird nesting habitats (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each calendar year.

Add the following subsection:

**00290.42 Work Containment Plan** - A Work Containment Plan (WCP) is required on this Project for all activities.

Develop and submit a WCP for approval at least 28 Calendar Days prior to mobilization for all activities. Maintain a copy of the WCP on the Project Site at all times during construction, readily available to employees and inspectors. Ensure that all employees comply with the provisions of the WCP. Design the WCP to avoid or minimize disturbance to protected features (sensitive cultural or natural resources, regulated work areas, aquatic life or habitat in regulated work areas) related to Contractor operations.

Before developing the WCP, meet with Agency to review the Contractor's activities that require the WCP to ensure that all parties understand the locations of protected features to be avoided and the measures needed to avoid and protect them.

Notify the Engineer at least 10 Calendar Days before beginning work access or containment construction activities.

The Agency reserves the right to stop Work and require the Contractor to change the WCP methods and Equipment before any additional Contract Work, at no additional cost to the Agency, if and when, in the opinion of the Agency, such methods jeopardize sensitive cultural or natural resources, regulated work areas, or aquatic life or habitat in regulated work areas.

The WCP shall identify how the Contractor's construction operations will protect regulated features during mobilization, construction, maintenance, and demolition. Include a narrative describing compliance with Section 00290 as related to construction, operation, and demolition activities specified in Section 00253.

Design, construct, maintain, and remove temporary work access and containment systems according to Section 00253.

**00290.90 Payment** - Add the following paragraph(s) to the end of this subsection:

The work containment plan will be paid for at the Contract lump sum amount for the item "Work Containment Plan".

Payment will be payment in full for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work as specified. Payment includes providing and updating the Work Containment Plan.

## **SECTION 00296 - PAINT AND PAINTED MATERIALS**

Section 00296, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**00296.00 Scope** - In addition to the requirements of Section 00290, remove lead, chromium, and cadmium based paints, and materials coated with lead, chromium, and cadmium based paints, according to the following Specifications.

Lead, chromium and cadmium based paints coat the metal on the steel members on the Hood River Interstate Bridge. Analysis of paint samples collected from this Bridge detected the concentrations of total lead, cadmium, and chromium in the metal paint indicated in Table 00296-3 below:

**00296.03 Submittals** - Submit the following documents:

- A job specific written compliance program, according to 29 CFR 1926.62(e)(2), at least 10 Calendar Days before the pre-construction conference. When applicable, include compliance procedures for cadmium and chromium VI, according to 29 CFR 1926.1127 and 29 CFR 1926.1126.
- Modifications to the written compliance program within 7 Calendar Days of the modifications.
- Current employee training certificates and medical surveillance information before beginning work that disturbs paint containing lead, cadmium or chromium.
- Within 48 hours of completing or receiving them:
  - Disposal and recycling facility permits.
  - Transport manifests and bill-of-ladings.
  - All reuse, recycling, and disposal receipts.
  - All analytical test results.

**00296.04 Documentation** - Include paint and painted materials management and planned reuse, recycling, and disposal information in the pollution control plan. Obtain Engineer approval for the specific reuse, recycling, and disposal methods for all materials before beginning demolition work.

Complete, sign and pay all required fees for all required permits, manifests, and bill-of-lading forms for transport and disposal of the paint and painted materials.

### **Labor**

**00296.30 Personnel Qualifications** - Provide employees trained in lead awareness, according to 29 CFR 1926.62(l), and also trained according to 29 CFR 1926.1126(j)(2) for chromium and 29 CFR 1926.1127(m)(4) for cadmium, during demolition of painted portions of the Structures.

### **Construction**

**00296.40 Handling** - Minimize employee exposure to the metals contained in the paint. Provide containment that prevents release of paint chips to the environment. Do not remove or separate paint from painted substrates, unless required to accomplish repair activities.

**00296.43 Painted Metal Management** - Reuse, recycle, or dispose of painted metal according to any of the following:

- **Reuse by Others** - Provide or sell painted non-structural scrap metal to the following:

- Provide to ODOT for use on other projects.
- Provide to ODOT Maintenance Section.
- Provide or sell to other government Agencies.
- Provide or sell to contractors for their reuse.

Obtain the recipients signature on the attached disclaimer form, acknowledging their awareness that the scrap metal contains lead, chromium, and cadmium based paint before giving them possession.

- **Recycle at Recycling Facility** - Transport the painted scrap metal along with the paint analytical results to a recycling facility. Obtain the recipients signature on the attached disclaimer form, acknowledging their awareness that the scrap metal contains lead, chromium and cadmium based paint.
- **Dispose of at Landfill** - Dispose of the painted scrap metal at a permitted municipal solid waste landfill or a permitted construction and demolition landfill.

**00296.46 Hazardous Waste Paint Management** - When hazardous waste paint is separated from its substrate, store all the separated paint waste in labeled, sealed, watertight containers and handle the hazardous waste according to 00290.20(d).

#### **Measurement**

**00296.80 Measurement** - No measurement of quantities will be made for Work performed under this Section.

#### **Payment**

**00296.90 Payment** - No separate or additional payment will be made for Work performed under this Section. Payment will be included in payment made for the appropriate items under which this Work is required.

**Attachment A**  
**Lead, Chromium, and Cadmium Based Paint Acknowledgement Form**

[Contractor] \_\_\_\_\_  
[Bridge Identification] \_\_\_\_\_  
[Description of Scrap Metal] \_\_\_\_\_

\_\_\_\_\_ [Recipient] acknowledges that they are aware that metal and materials received from \_\_\_\_\_ [Contractor] on \_\_\_\_\_ [Date(s)] may contain lead, chromium, or cadmium based paint. Recipient further acknowledges that it is aware of the risk to human health and the environment posed by exposure to lead, chromium and cadmium based paint. All storage, use, sale, and disposal of materials containing lead, chromium or cadmium based paint and any removal of lead, chromium, or cadmium based paint from the materials by Recipient will be conducted in compliance with all applicable Federal and State statutes and regulations, including but not limited to 40 CFR 262 through 265 and OAR Chapter 340, Divisions 100 through 106. Recipient acknowledges that they are solely responsible for any liability or damages resulting from the storage, use, sale, and disposal of the materials and removal of lead, chromium or cadmium based paint by Recipient and Recipient will indemnify and hold harmless the Contractor and the Oregon Department of Transportation from any such claims of liability or damages.

\_\_\_\_\_ [Signature]  
\_\_\_\_\_ [Title]  
\_\_\_\_\_ [Date]

## SECTION 00560 - STRUCTURAL STEEL BRIDGES

Comply with Section 00560 of the Standard Specifications modified as follows:

Add the following subsection:

**00560.47 Stringer Repairs** – Provide lateral bracing repair as shown on plans:

- Trim lateral bracing in regions in conflict with stringer
- Prepare steel for coating according to 00594.42(g)

Add the following subsection:

**00560.48 Rolling Defect Repairs** – Provide rolling defect repair as shown on plans:

- Grind down edges of defective area until flush according to ASTM A6.
- Prepare steel for coating according to 00594.42(g)

Add the following subsection:

**00560.49 Bearing Anchor Link Hanger Repair** – Provide bearing anchor link hanger repair as shown on plans:

- Prepare steel for coating according to 00594.42(g)

Add the following subsection:

**00560.50 Debris Removal** – Remove deposited material from stringers, floorbeams and truss top chord members throughout the bridge. Take care to keep material from entering the river. Dispose of debris according to 00290.20.

**00560.70 Finish (Non-Coated Weathering Steel Only)** – Replace this subsection with the following subsection:

**00560.70 Surface Finish Cleanup (Non-Coated Weathering Steel Only)** – At all times during fabrication, shipping, and installation, promptly clean exposed surfaces of steel contaminated with stains, oil or foreign material to preserve conditions for uniform weathering of steel. The use of acids to remove scale and stains in the field is not allowed.

**00560.80 Measurement** - Add the following to the end of this subsection:

Measurement of stringer repair will be on the unit basis of each repair location.

Measurement of rolling defect repair will be done on the unit basis of each repair location.

Measurement of bearing anchor link hanger repair will be on the unit basis of each bearing modified.

No measurement of quantities will be made for debris removal.

**00560.90 Payment** – Add the following to this subsection:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Stringer Repair .....	Each
(b) Rolling Defect Repair .....	Each
(c) Bearing Anchor Link Hanger Repair.....	Each
(d) Debris Removal .....	Lump Sum

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and incidentals necessary to complete the Work as specified.

### **SECTION 00564 - FALL ARREST SYSTEM**

Section 00564, which is not a Standard Specification, is included in this Project by Special Provision.

#### **Description**

**00564.00 Scope** - This Work consists of designing, fabricating, installing, and testing fall protection systems for Bridge 06645 (Hood River Interstate Bridge) as indicated.

**00564.01 Safety Requirements** - Conform Work, Materials, and components provided under this Section according to the following:

- OSHA 29CFR 1926 Subpart M - Fall Protection
- ANSI A 10.32 Personal Fall Protection for Use in Construction and Demolition Operations
- OR-OSHA OAR 437-003 Subdivision M - Fall Protection

**00564.02 Submittals** - Submit stamped Working Drawings and design calculations for the fall arrest systems according to 00150.35 at least 21 Calendar Days before starting Work that requires a fall arrest system.

Include the following in the Working Drawings:

- Member profiles
- Sizes
- Elevations
- Details for anchorages and connections

#### **Materials**

**00564.10 Materials** - Furnish wire rope fabricated from Materials and sizes to meet a minimum breaking strength of 40,000 lbs.

Furnish fasteners meeting the requirements of Section 02560.

Lanyards and full-body harnesses are not required as part of the fall arrest systems.

**Construction**

**00564.40 Installation** - Install fall arrest system as shown and accepted in the Working Drawings. Install anchorages and fasteners according to manufacturer's recommendations. Do not load or stress the fall arrest systems until all Materials and fasteners are installed and ready for service.

**00564.41 Removal** – Remove existing fall arrest system and all connections as shown on plans. Prepare surfaces according to 00594.42(g) and coat according to 00594.43.

**Measurement**

**00564.80 Measurement** - No measurement of quantities will be made for Work performed under this Section.

**Payment**

**00564.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Lifeline Removal .....	Each
(b) Ladder Rigid Track Fall Arrest System.....	Each

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

**SECTION 00594 - PREPARING AND COATING METAL STRUCTURES**

Comply with Section 00594 of the Standard Specifications modified as follows:

**00594.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Work consists of preparing and coating existing steel on Bridge No. 06645 (Hood River Interstate Bridge) as shown in the plans.

Mill scale will be exposed by the preparation and coating Work.

Lead-based coatings will be affected by the preparation and coating Work.

Coatings that contain chromates will be affected by the preparation and coating work.

**00594.05 Waste Handling and Disposal** - Add the following paragraph to the end of this subsection:

When lead is contained in the waste, dispose of waste material according to 00290.20, Section 00296, and the applicable requirements of SSPC-Guide 7.

**00594.10 Materials** - Add the following to the end of the subsection:

Furnish a maintenance coating, 3 coat system with organic zinc primer (product number 3373) from the QPL. Provide top-coat color that conforms to #24272 of SAE AMS-STD-595.

**00594.40(b) Existing Steel Structures** - Add the following paragraphs and bullets to the end of this subsection:

Prepare and coat the following surfaces:

- Existing steel surfaces according to 00560.47 to 00560.49.
- Exposed bare surfaces of existing steel remaining after removing, cutting, drilling or reaming.

Add the following subsection:

**00594.42(g) Repair of Existing Steel Structures** – When performing repairs, prepare all existing steel surfaces to be coated according to SSPC-SP 2, *Hand Tool Cleaning*, or SSPC-SP 3, *Power Tool Cleaning*. Extend all prepared areas at least 2 inches into tightly adhering, intact paint. Overlap the subsequent Coating and the still intact Coating by a minimum of 2 inches. Lightly sand the overlap area of the intact Coating to provide a profile for the subsequent repair Coating to adhere to.

Add the following subsection:

**00594.90(c) Repair of Existing Metal Structures** – No separate payment will be made for preparing and coating existing metal structures after repair Work. Payment for this Work, including correction of damages, will be included in payment for items according to 00560.90.

**PART 10**  
**CONSTRUCTION PLANS**  
**BOUND SEPERATELY**

**PART 11**

**PORT OF HOOD RIVER  
PUBLIC IMPROVEMENT CONTRACT**

**PORT OF HOOD RIVER  
PUBLIC IMPROVEMENT CONTRACT**

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

**WITNESSETH:**

**WHEREAS**, CONTRACTOR, having examined the Work site and become familiar and satisfied with conditions, has submitted an acceptable bid for miscellaneous steel repairs and maintenance coating for the Hood River-White Salmon Interstate bridge at Hood River, Oregon 97031 ("Work"); and,

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

**THEREFORE, IT IS AGREED AS FOLLOWS:**

**Terms of Performance**

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

- A) Invitation to Bid
- B) Bidding Instructions
- C) First-Tier Subcontractor Disclosure Form
- D) Bid Form/Bid Schedule
- E) Bid Bond
- F) Performance Bond
- G) Payment Bond
- H) Certificate of Insurance
- I) General Conditions of Public Works Contracts
- J) Notice of Intent to Award
- K) Notice to Proceed
- L) Payment of Prevailing Wages Rates
- M) Drawings prepared for/or issued by PORT
- N) Specifications prepared for/or issued by PORT
- O) All affidavits and certifications submitted by CONTRACTOR as part of CONTRACTOR's Bid Documents, which affidavits and certifications CONTRACTOR agrees will remain effective throughout the term of this Contract.

**Contract Price:**

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

**Contract Dates:**

Project Start Date: 10 calendar days from issuance of Notice to Proceed.  
Substantial Completion: November 20, 2026  
Final Completion: December 11, 2026

**Liquidated damages**

If the CONTRACTOR fails to complete the Work within the time specified or within any extension of time agreed to by both parties in writing, CONTRACTOR shall pay liquidated damages of \$250.00, for each day of delay beyond the completion day identified above. (If no dollar amount is specified this paragraph shall not apply to this Contract.)

**Representatives**

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

**Integration**

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

IN WITNESS WHEREOF the parties have executed this Contract on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**CONTRACTOR**

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
**PORT OF HOOD RIVER**

By Kevin M. Greenwood

Its Executive Director

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# PORT OF HOOD RIVER COMMISSION HOOD RIVER, OREGON

PLANS FOR PROPOSED PROJECT

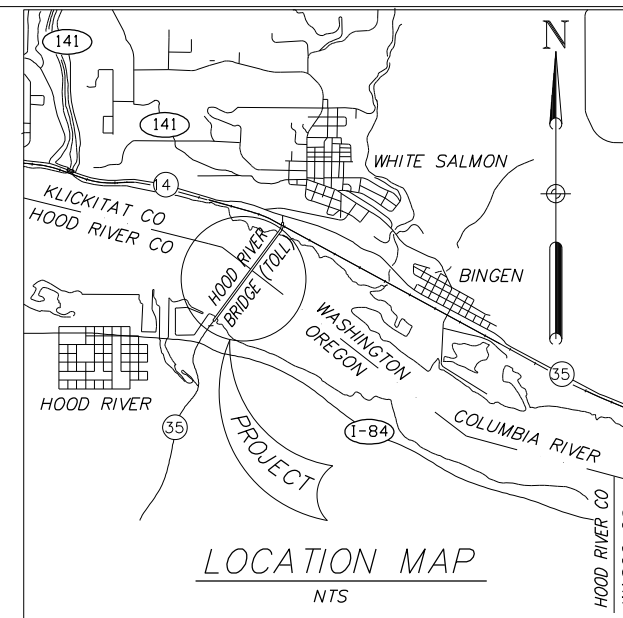
HOOD RIVER INTERSTATE BRIDGE

## BRIDGE STEEL AND COATING MAINTENANCE REPAIRS

HOOD RIVER - WHITE SALMON HWY.

HOOD RIVER, OR. AND KLICKITAT, WA. COUNTIES

APRIL 2026



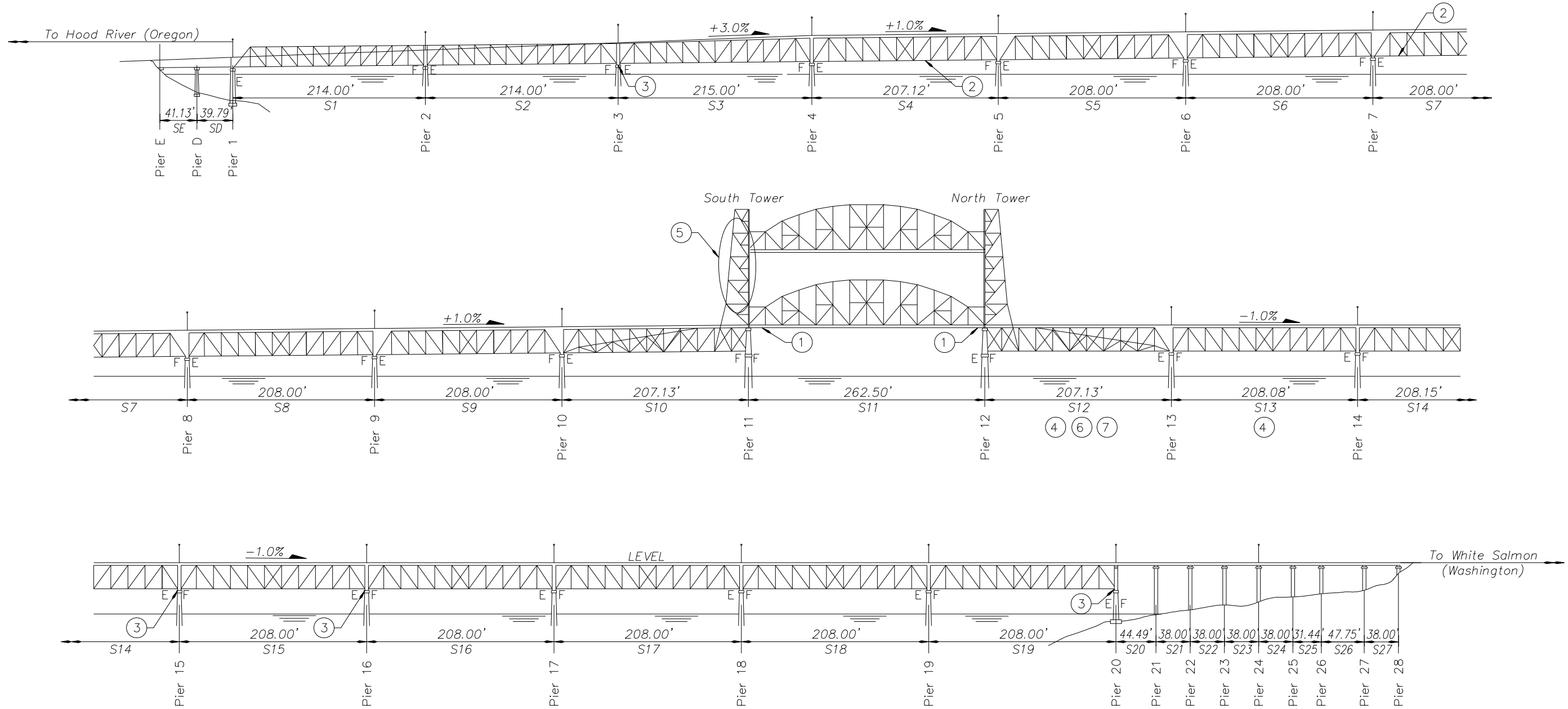
General Notes:

1. Conform to the "Oregon Standard Specification for Construction" 2024 and the Project Special Provisions for all materials and workmanship.
2. See Special Provisions for traffic control requirements.
3. The dimensions shown on the plans are based on drawings of the existing structure and are assumed to be approximate. Field verify all dimensions and field fit conditions.
4. Design and provide work containment system, work access, and work platform systems per Special Provisions. Containment limits not to exceed 3 truss panels at a time and not to extend below bottom chord between faces of piers.
5. Do not scale dimensions from the plans.
6. Existing plans are available upon request.



PROJECT PLANS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET & GENERAL NOTES
2	GENERAL ELEVATION
3	STRINGER AND ROLLING DEFECT REPAIRS
4	BEARING ANCHOR LINK HANGER REPAIRS
5	LIFELINE REMOVAL AND REPLACEMENT
6	PAINT & DEBRIS REMOVAL DETAILS
ODOT STANDARD DRAWINGS	
DWG. NO.	DESCRIPTION
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▲	DATE	REVISION	BY	DRAFTER: S. Khan				STRUCTURE NO. 06645	HOOD RIVER INTERSTATE BRIDGE BRIDGE STEEL AND COATING MAINTENANCE REPAIRS HOOD RIVER-WHITE SALMON HIGHWAY HOOD RIVER, OR & KLICKITAT, WA COUNTIES	SHEET 1 OF 6
				DESIGNER: S. Khan				DATE April 2026		DRAWING NO.
				CHECKER: K. Munson				CALC. BOOK		000001
ACCOMPANIED BY DWGS.				REVIEWER: E. Rau						TITLE SHEET & GENERAL NOTES



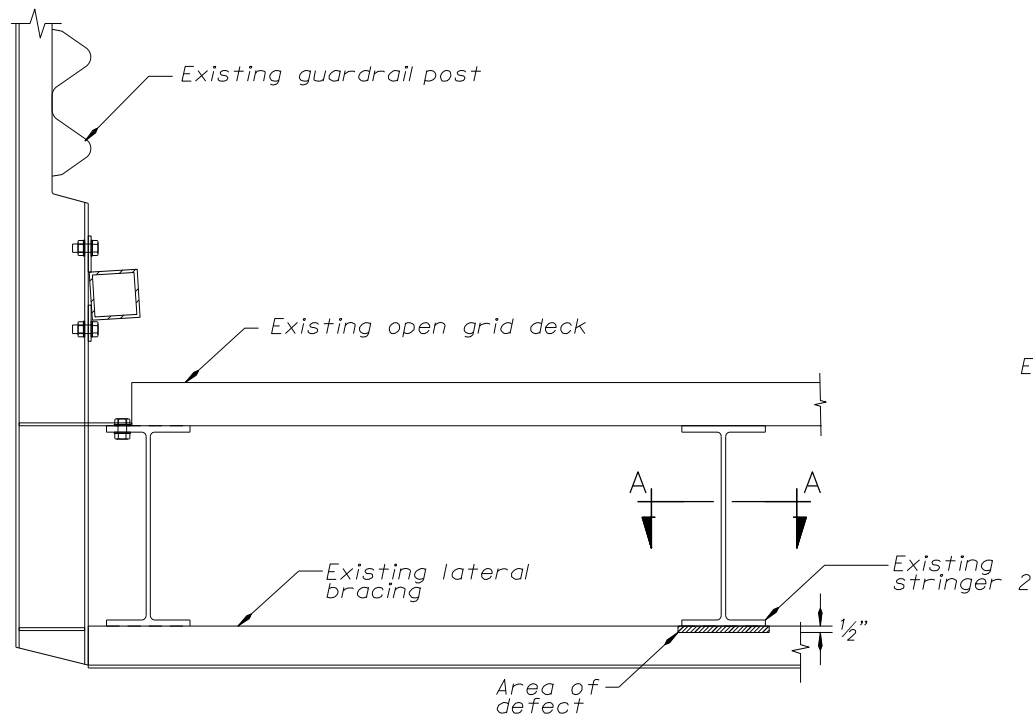
**BRIDGE ELEVATION**  
 Scale: NTS  
 (East side of bridge shown, looking west)  
 (West side similar except as noted)

**Legend**  
 S1 - Denotes span number  
 NTS - Denotes "Not to Scale"  
 E - Denotes expansion bearing  
 F - Denotes fixed bearing

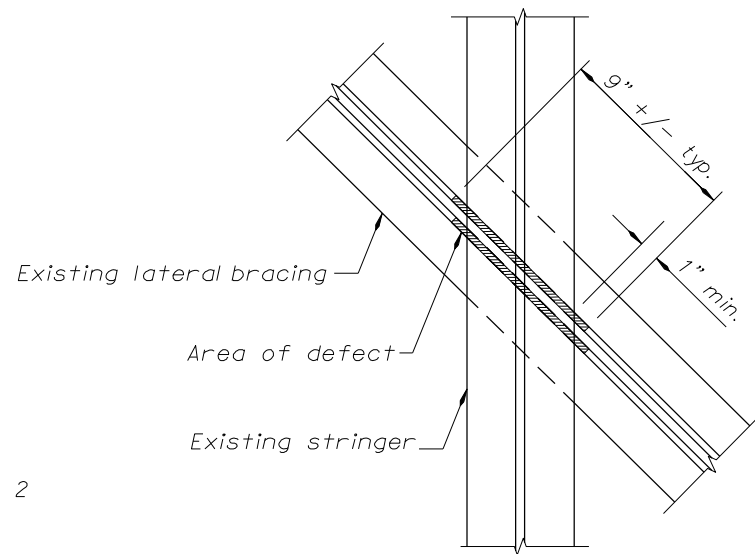
**Work Items:**

- ① - Stringer repair, see Sheet 3.
- ② - Rolling defect repair, see Sheet 3.
- ③ - Bearing anchor link hanger repair, see Sheet 4.
- ④ - Lifeline removal, see Sheet 5.
- ⑤ - Lifeline replacement, see Sheet 5.
- ⑥ - Paint details, see Sheet 6.
- ⑦ - Debris removal, see Sheet 6.

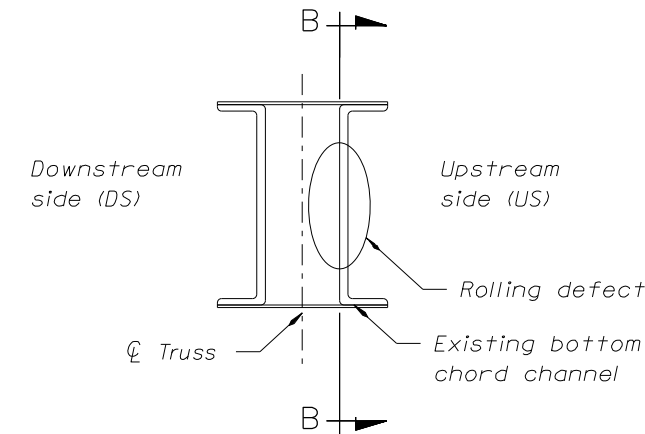
	DATE	REVISION	BY	DRAFTER: S. Khan				STRUCTURE NO. 06645	HOOD RIVER INTERSTATE BRIDGE BRIDGE STEEL AND COATING MAINTENANCE REPAIRS HOOD RIVER-WHITE SALMON HIGHWAY HOOD RIVER, OR & KLICKITAT, WA COUNTIES	SHEET 2 OF 6
				DESIGNER: S. Khan				DATE April 2026		DRAWING NO. 000002
ACCOMPANIED BY DWGS.				CHECKER: K. Munson				CALC. BOOK	GENERAL ELEVATION	
			REVIEWER: E. Rau	92						



**WORK ITEM 1 – STRINGER REPAIR**  
Scale: NTS



**SECTION A-A**  
Scale: NTS



**WORK ITEM 2 – ROLLING DEFECT REPAIR**  
(Span 4 shown; Span 7 similar)  
Scale: NTS

Construction Notes for Work Item 1:

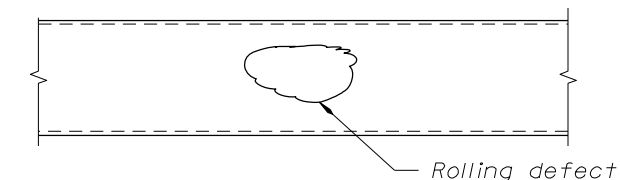
1. Field locate areas of sagging stringer (stringer 2 in lift span) with lateral bracing. Confirm location with Engineer.
2. Trim vertical leg of lateral bracing in areas identified above.
3. Remove laminar corrosion from bottom of stringer in areas of conflict and grind the deteriorated areas smooth.
4. Prepare and coat affected areas of stringer and lateral bracing according to the Special Provisions.

Construction Notes for Work Item 2:

1. Field locate areas of section loss on inside of bottom chord channel (upstream side) due to rolling defect; approximately 1/2" diameter area for Span 7 L1-L2 and 2" x 5.5" area for Span 4 L6-L7. Confirm location with Engineer.
2. Grind down edges of defective areas to achieve a surface conforming to the conditioning limits of ASTM A6.
3. Prepare and coat affected areas of bottom chord channels according to the Special Provisions.

WORK ITEM LOCATIONS			
SPAN	STRINGER	LOCATION	WORK ITEM NO.
11	2**	PP0-PP1*	1
11	2**	PP13-PP14*	1
4	US Channel	PP6-PP7	2
7	US Channel	PP1-PP2	2

\*At stringer midspan between lower chord panel points  
\*\*First interior stringer from downstream (west) side

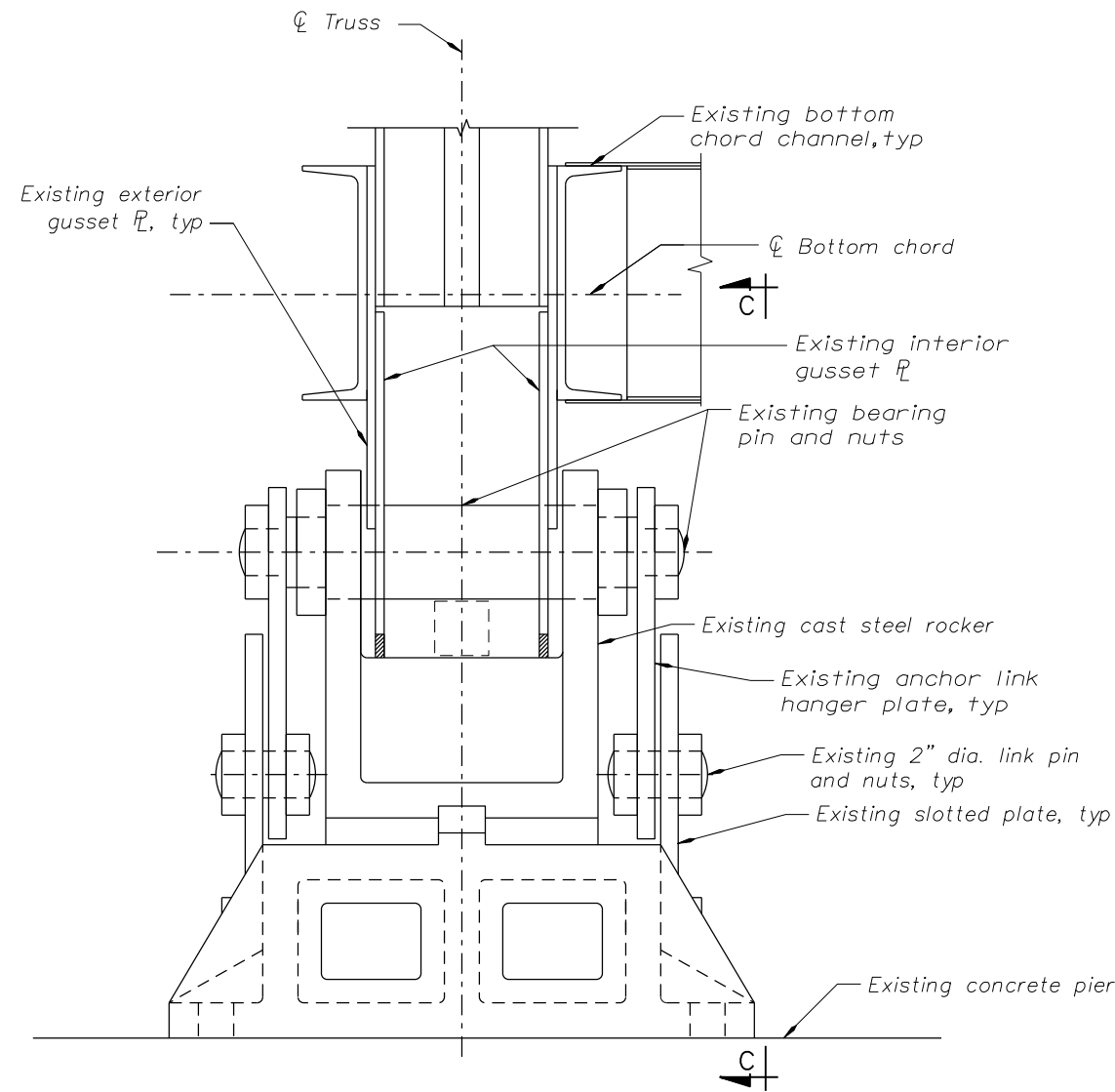


**SECTION B-B**  
Scale: NTS

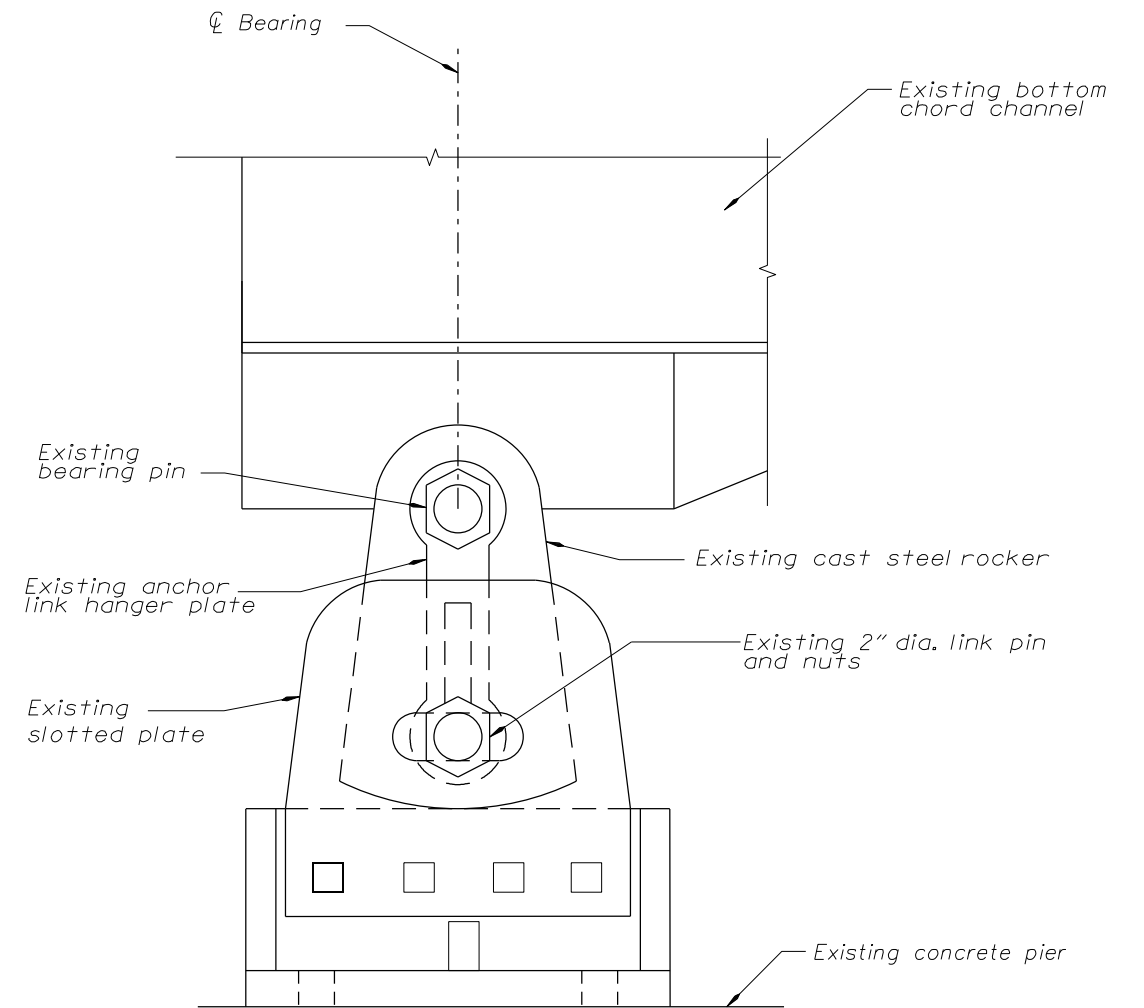
Work Items:

- ①- Stringer repair
- ②- Rolling defect repair

	DATE	REVISION	BY	DRAFTER: S. Khan				STRUCTURE NO. 06645	HOOD RIVER INTERSTATE BRIDGE BRIDGE STEEL AND COATING MAINTENANCE REPAIRS HOOD RIVER-WHITE SALMON HIGHWAY HOOD RIVER, OR & KLICKITAT, WA COUNTIES	SHEET 3 OF 6
				DESIGNER: S. Khan				DATE April 2026		DRAWING NO.
				CHECKER: K. Munson				CALC. BOOK	STRINGER AND ROLLING DEFECT REPAIRS	000003
ACCOMPANIED BY DWGS.				REVIEWER: E. Rau						



WORK ITEM LOCATIONS		
SPAN	PIER	US/DS
3	3	DS
14	15	US & DS
15	16	US
19	20	US



WORK ITEM 3 – BEARING ANCHOR LINK HANGER REPAIR  
Scale: NTS

SECTION C-C  
Scale: NTS

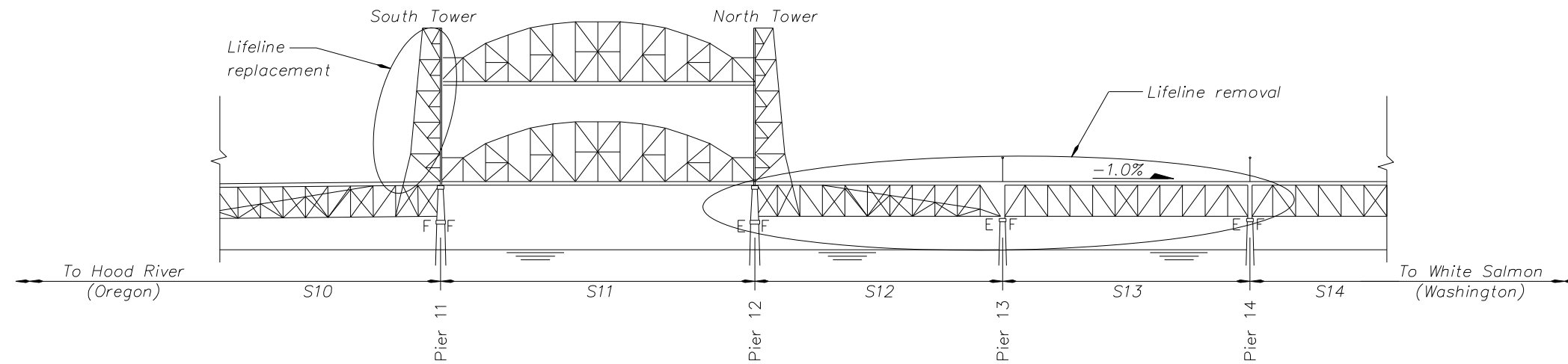
Work Items:

- ③-Bearing anchor link hanger repair

Construction Notes for Work Item 3:

- Loosen and remove the jammed nut at the link pin to allow access for cleaning.
- Clean any built up scale present around the link pin or within the slotted hole.
- Prepare and coat affected areas of link pin and slotted hole according to the Special Provisions. Grease the link pin connection after final coat has set.
- Replace and tighten nut 1/8 turn past snug tight.

	DATE	REVISION	BY	DRAFTER: S. Khan				STRUCTURE NO. 06645	HOOD RIVER INTERSTATE BRIDGE BRIDGE STEEL AND COATING MAINTENANCE REPAIRS HOOD RIVER-WHITE SALMON HIGHWAY HOOD RIVER, OR & KLICKITAT, WA COUNTIES	SHEET 4 OF 6
				DESIGNER: S. Khan				DATE April 2026		DRAWING NO.
				CHECKER: K. Munson				CALC. BOOK	BEARING ANCHOR LINK HANGER REPAIRS	000004
ACCOMPANIED BY DWGS.				REVIEWER: E. Rau						



**WORK ITEM 4 AND 5 – LIFELINE REMOVAL AND REPLACEMENT**

Scale: NTS  
 (East side of bridge shown, looking west)  
 (West side similar except as noted)

**Legend**  
 S1 – Denotes span number  
 NTS – Denotes "Not to Scale"

Construction Notes for Work Item 4:

1. Remove the old lifeline in Spans 12 and 13.

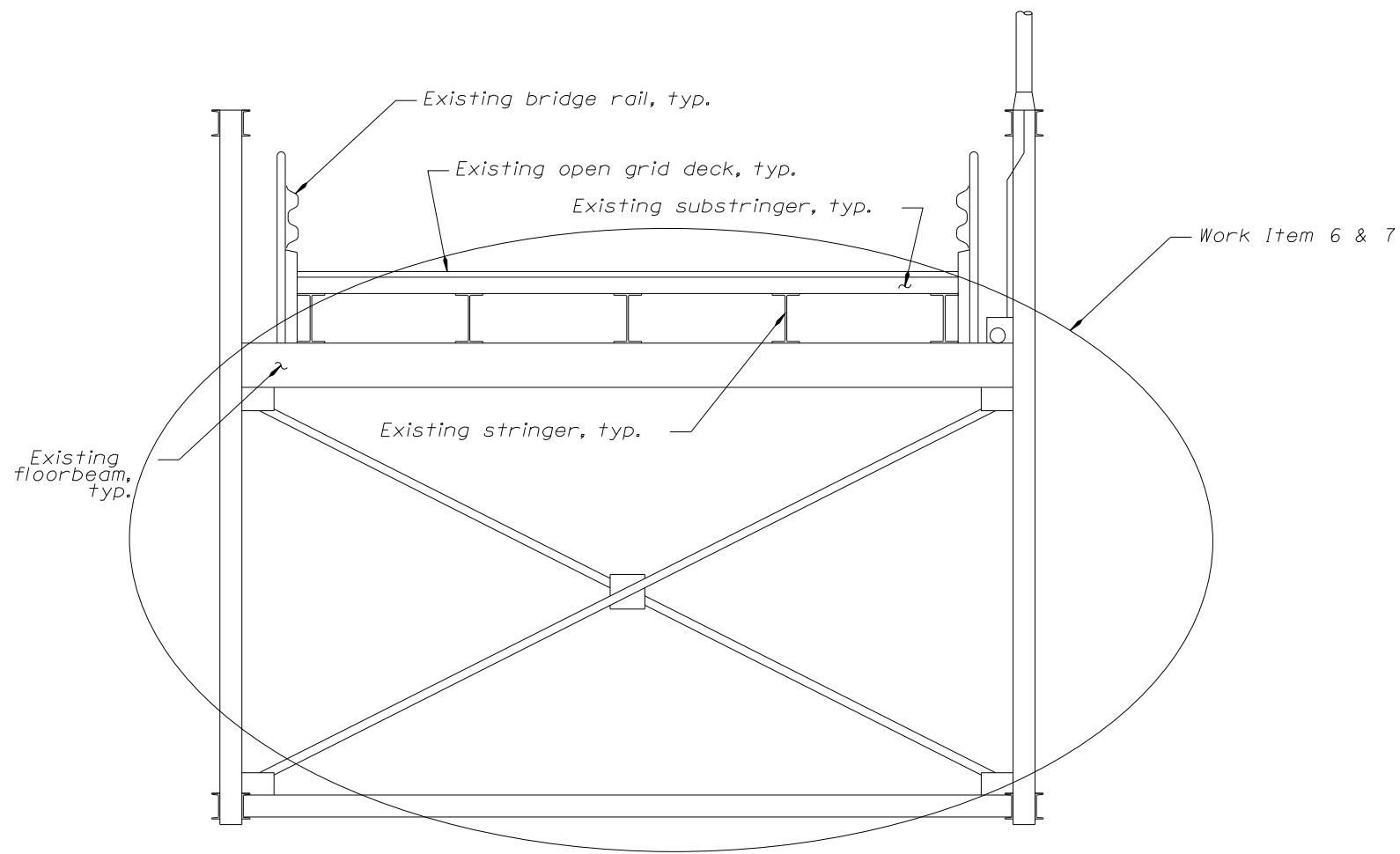
Work Items:

- ④– Lifeline removal
- ⑤– Lifeline replacement

Construction Notes for Work Item 5:

1. Replace Pier 11 Tower existing stair lifeline system with Ladder Rigid Track Fall Arrest System (designed by others)

▲	DATE	REVISION	BY	DRAFTER: S. Khan				STRUCTURE NO. 06645	HOOD RIVER INTERSTATE BRIDGE BRIDGE STEEL AND COATING MAINTENANCE REPAIRS HOOD RIVER–WHITE SALMON HIGHWAY HOOD RIVER, OR & KLICKITAT, WA COUNTIES	SHEET 5 OF 6	
				DESIGNER: S. Khan				DATE April 2026		DRAWING NO.	
				CHECKER: K. Munson				CALC. BOOK		LIFELINE REMOVAL AND REPLACEMENT	000005
				REVIEWER: E. Rau				ACCOMPANIED BY DWGS.			



**WORK ITEM 6 AND 7 – PAINT AND DEBRIS REMOVAL**  
Scale: NTS

Construction Notes for Work Item 6:

1. Areas of significant coating degradation and rusting on exposed steel surfaces in Span 12 are provided in the table on this sheet. Confirm locations with Engineer.
2. Clean members and gusset plates in locations identified above. Prepare and coat the affected areas according to the Special Provisions.

Construction Notes for Work Item 7:

1. Remove accumulated debris from horizontal bracing, truss connection areas, floorbeams and around bearings in Span 12.

Work Items:

- ⑥—Paint details
- ⑦—Debris removal

TRUSS	MEMBER TYPE	LOCATION
DOWNSTREAM	VERTICAL	L3-U3
	VERTICAL	L4-U4
	VERTICAL	L6-U6
	DIAGONAL	L6-U7
	VERTICAL	L7-U7
	DIAGONAL	L7-U8
	VERTICAL	L8-U8
UPSTREAM	DIAGONAL	U1-L2
	VERTICAL	L2-U2
	DIAGONAL	L7-U8
	DIAGONAL	L8-U9
	DIAGONAL	L9-U10

	DATE	REVISION	BY	DRAFTER: S. Khan				STRUCTURE NO. 06645	HOOD RIVER INTERSTATE BRIDGE BRIDGE STEEL AND COATING MAINTENANCE REPAIRS HOOD RIVER—WHITE SALMON HIGHWAY HOOD RIVER, OR & KLICKITAT, WA COUNTIES	SHEET 6 OF 6
				DESIGNER: S. Khan				DATE April 2026		DRAWING NO.
				CHECKER: K. Munson				CALC. BOOK		
				REVIEWER: E. Rau						000006
ACCOMPANIED BY DWGS.								PAINT & DEBRIS REMOVAL DETAILS		

# Commission Memo

Prepared by: Amanda Rose, Director of Real Estate  
Date: April 21<sup>st</sup>, 2026  
Re: Spring Deck Welding



Each year, the Port undertakes routine spring deck welding on the Hood River–White Salmon Bridge to address fatigue-related cracking and maintain safe operations of the bridge deck. Historically, this work was completed in late April through early to mid-May, timed to align with favorable weather conditions and operational planning.

As the Commission is aware, the long-term future of the existing bridge is closely tied to the funding and development timeline of the replacement bridge project. Until such time as a replacement is realized, it remains critical that the Port continue to invest in targeted maintenance strategies that ensure the continued safety, functionality, and longevity of the existing structure.

In prior years, deck welding primarily consisted of single spot welds applied at visible crack locations. While effective as a short-term solution, this method often requires repeated attention to the same areas within relatively short timeframes.

For the 2026 spring maintenance cycle, staff is proposing a shift in methodology to utilize “spider welds” in place of single spot welds. This approach, which has been successfully implemented by peer agencies, involves a more comprehensive weld pattern that distributes stress more effectively across the affected area.

Although spider welds require additional time and upfront effort to complete, they provide a significantly longer-lasting repair, reducing the frequency of recurring maintenance at the same locations and improving overall lifecycle performance of the deck.

In conjunction with this improved welding approach, staff will implement enhanced tracking and documentation practices. Following completion of each spider weld, locations will be mapped and recorded within internal maintenance documents. This effort is intended to establish a more detailed and data-driven understanding of weld performance over time.

All welding work is accounted for in the Bridge Fund.

**RECOMMENDATION:** MOTION to authorize the Executive Director to execute a contract with Bulldog Welding for the 2026 Spring Deck Welding not to exceed \$100,000.

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# Commission Memo



Prepared by: Megan Channell, Director of Capital Development and Planning  
Date: April 21, 2026  
Re: Approve KPFF Amendment No. 2 for Waterfront Infrastructure A/E Design

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The Port is contracted with KPFF for design and engineering services associated with waterfront transportation infrastructure improvements. The Commission approved the personal services contract with KPFF in July 2023.

In January 2024, KPFF presented to the Commission on the evolution of the project scope, including the shift from the East Anchor Way extension to a preferred concept centered on a roundabout at 2<sup>nd</sup> Street and Riverside Drive (Phase I), along with the 1<sup>st</sup> Street realignment (Phase II). The Commission approved Amendment No. 1 to KPFF's contract in August 2024 to reflect this scope change.

KPFF has since advanced the roundabout design to the 30% design level and coordinated with ODOT, which has approved the preliminary concept and provided direction to proceed with the roundabout design. KPFF is now preparing to advance the design to the 60% level.

The current contract does not include sufficient budget or scope to complete the 60% design package or final design and bidding documents, which are required for project construction and use of federal construction grant funding, if awarded.

Key elements of the amendment include completion of 60%, 90% and 100% design documents, including plans, specifications and estimates (PS&E); coordination with ODOT and the City of Hood River to support permitting and approvals; traffic engineering, landscape design and geotechnical engineering services to support final design; and bidding support.

The work is anticipated to occur over approximately 12 months and will result in a complete, shovel-ready project for the 2<sup>nd</sup> Street and Riverside Drive roundabout (Phase I).

The amendment adds a not-to-exceed amount of \$460,412.15 to the KPFF contract for completion of final design and bidding documents. This amendment also includes a credit for unused scope from prior tasks under Amendment No. 1.

## **RECOMMENDATION:**

MOTION TO approve Amendment No. 2 to the KPFF contract to complete final design and bidding documents for the 2<sup>nd</sup> Street and Riverside Drive Roundabout (Phase I).

## **ATTACHMENTS:**

KPFF Contract Amendment No. 2

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February 9, 2026  
(Revised 4/13/2026)

Megan Channell  
**Port of Hood River**  
1000 E Port Marine Drive  
Hood River, OR 97031

**Via Email:** [megan.channell@portofhoodriver.com](mailto:megan.channell@portofhoodriver.com)

RE: Additional Services for Civil Engineering Services  
POHR – 2nd and Riverside RAB – 60% to Bidding  
Riverside Drive and 2<sup>nd</sup> Street – Port of Hood River

Dear Megan:

We are pleased to provide you with this Civil Engineering Services proposal for the POHR – 2nd and Riverside RAB – 60% to Bidding project in Hood River, Oregon. As of September 2025, ODOT has approved the preliminary concept design for the Roundabout at 2nd and Riverside. The project was given approval to move to 30% design and submit to ODOT for review. In November the 30% design was submitted for design review to ODOT. ODOT review comments are expected mid-February. This ASR will provide scope and fee from 60% design documentation through Bid Documentation for the Roundabout design at Riverside and 2nd Street. The tasks added are expected to be for a 12-month duration.

The team is excited to continue to work with the Port on this project and we thank you for the opportunity to put together this additional services request. If this proposal is acceptable, we will finalize our agreement through a mutually approved contract.

If you have any questions or require additional information, please contact me.

Sincerely,  
KPFF Consulting Engineers

A handwritten signature in black ink, appearing to read 'Paul Schmidtke', written over a light blue circular stamp.

Paul Schmidtke P.E.  
Associate

*Attachments: Scope of Services and Fee*

10102300068-kb



## **ADDITIONAL SERVICES AND FEE**

### **POHR – 2nd and Riverside RAB – 60% to Bidding**

#### **A. PROJECT UNDERSTANDING**

As of September 2025, ODOT has approved the preliminary concept design for the Roundabout at 2nd and Riverside. The project was given approval to move to 30% design and submit to ODOT for review. In November the 30% design was submitted for design review to ODOT. ODOT review comments were received mid-February.

The remaining funds within the current contract are not enough to move the project forward to Bid documentation.

This ASR will provide scope and fee through Bid Documentation for the Roundabout design at Riverside and 2nd Street. The tasks added are expected to be a 12-month duration from 60% design to a Final Bid Set.

Fee remaining on the existing tasks will be a credit to the Port and all tasks moving forward from 30% to Bid Documentation will be as follows:

#### **B. TASK BREAKDOWN**

##### **Task 8 – Prime Project Management**

This task includes all Prime Project Management tasks including project coordination, scheduling, billings, and general meetings with the Port assumed to be weekly over the duration of the contract, which is expected to last 12 months.

Task 8 Deliverables:

- Monthly Schedule updates

##### **Task 9 – Civil Engineering Services**

This task includes all Civil Engineering Design services necessary to provide construction documentation for the 60%, 90%, and 100% Construction documents. It also includes the compilation and coordination with disciplines. This includes plans, quantity take offs, engineers construction estimates, and special provisions for the 2025 ODOT Technical Specifications.

##### **Task 9.1 – 60% Design (Detailed)**

Prepare 60% design-level drawings for submittal at the completion of this phase based on the 30% design-level drawings for the project. Sheets included are:

- Cover Sheet, Notes and Abbreviations
- Existing Conditions (Copy of the existing survey)
- Demolition Plan
- Typical Sections for the Roundabout
- Roundabout Details

## SCOPE OF SERVICES AND FEE

RE: POHR – 2nd and Riverside RAB – 60% to Bidding

February 9, 2026

Page 2

- Roundabout Horizontal Control Plan
- Roundabout Site Plan
- Roundabout Plan and Profile Sheets
- Roundabout Grading Details
- Roundabout Storm and Drainage Plan and Profile Sheets
- Signing and Striping Plans (See Task 10)
- Lighting Plans (See Task 10)
- Landscape Plans (See Task 11)
- Irrigation Plans (See Task 11)
- Erosion Control Plans
- Phasing Plans (See Task 10)
- Temporary Protection and direction of Traffic Plan (See Task 10)
- Temporary Pedestrian Routing Plan (See Task 10)
- Detour Plans (See Task 10)
- Traffic Management Plan (see Task 10)
- Work Zone Decision Tree (See Task 10)
- Mobility Consideration Checklist (See Task 10)

### Task 9.1 Deliverables:

- 60% Engineering Drawings
- 60% Construction Cost Estimates
- 60% Special Provisions
- 30% Comment/Response Logs
- Design files as requested or required

### **Task 9.2 90% Design Documentation**

Prepare 90% design level drawings for submittal at the completion of this phase based on the 60% design-level drawings for the project. Sheets included are:

- Cover Sheet, Notes and Abbreviations
- Existing Conditions (Copy of the existing survey)
- Demolition Plan
- Typical Sections for the Roundabout
- Roundabout Details
- Roundabout Horizontal Control Plan
- Roundabout Site Plan
- Roundabout Plan and Profile Sheets
- Roundabout Grading Details
- Roundabout Storm and Drainage Plan and Profile Sheets
- Signing and Striping Plans (See Task 10)
- Lighting Plans (See Task 10)
- Landscape Plans (See Task 11)
- Irrigation Plans (See Task 11)
- Erosion Control Plans
- Phasing Plans (See Task 10)

## SCOPE OF SERVICES AND FEE

RE: POHR – 2nd and Riverside RAB – 60% to Bidding

February 9, 2026

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- Temporary Protection and direction of Traffic Plan (See Task 10)
- Temporary Pedestrian Routing Plan (See Task 10)
- Detour Plans (See Task 10)
- Traffic Management Plan (see Task 10)
- Work Zone Decision Tree (See Task 10)
- Mobility Consideration Checklist (See Task 10)

### Task 9.2 Deliverables:

- 90% Engineering Drawings
- 90% Construction Cost Estimates
- 90% Special Provisions
- 60% Comment/Response Logs
- Design files as requested or required

### **Task 9.3 100% Design Documentation**

Prepare 90% design level drawings for submittal at the completion of this phase based on the 60% design-level drawings for the project. Sheets included are:

- Cover Sheet, Notes and Abbreviations
- Existing Conditions (Copy of the existing survey)
- Demolition Plan
- Typical Sections for the Roundabout
- Roundabout Details
- Roundabout Horizontal Control Plan
- Roundabout Site Plan
- Roundabout Plan and Profile Sheets
- Roundabout Grading Details
- Roundabout Storm and Drainage Plan and Profile Sheets
- Signing and Striping Plans (See Task 10)
- Lighting Plans (See Task 10)
- Landscape Plans (See Task 11)
- Irrigation Plans (See Task 11)
- Erosion Control Plans
- Phasing Plans (See Task 10)
- Temporary Protection and direction of Traffic Plan (See Task 10)
- Temporary Pedestrian Routing Plan (See Task 10)
- Detour Plans (See Task 10)
- Traffic Management Plan (see Task 10)
- Work Zone Decision Tree (See Task 10)
- Mobility Consideration Checklist (See Task 10)

### Task 9.3 Deliverables:

- Final 100% Engineering Drawings
- Final 100% Construction Cost Estimates
- Final 100% Special Provisions

## SCOPE OF SERVICES AND FEE

RE: POHR – 2nd and Riverside RAB – 60% to Bidding

February 9, 2026

Page 4

- 90% Comment/Response Logs
- Design files as requested or required

### **Task 9.4 – Permitting**

Consultant will provide project management and coordination during permitting and will include coordination with ODOT and City of Hood River for final PS&E for permit acceptance, review of final comments, and 1 meeting with agencies to review comments.

Task 9.4 Deliverables:

- Final PS&E permit acceptance

### **Task 9.5 – Bidding**

Consultant shall provide bidding support during the advertising period through construction project award. Work in this task includes responding to up to 5 bidder questions, and preparation of up to 1 addendum.

Task 9.5 Deliverables:

- Up to 1 addendum to the bid documents, as required
- Email correspondence for bidder questions, as required

### **Task 10 – Traffic Engineering Services**

Consultant shall provide engineering design services for signing and striping, temporary traffic control, and roadway lighting to support the proposed intersection improvements, culminating in a bid-ready set of contract documents. The installation of all traffic control devices shall meet the warrants prescribed in the Manual on Uniform Traffic Control Devices 11th Edition and Oregon Supplements. All plans and specifications will be developed in general conformance with the current Oregon/APWA Standard Specifications for Public Works construction and special provisions will be prepared as needed to address project work not adequately covered in the Standard specifications.

#### **Task 10.1 – Traffic Project Management**

The following will be included under this task:

- Manage and coordinate with the project team, including providing day-to-day management and decision making for the traffic engineering portion of the project.
- Monitor and track monthly invoices and progress summary reports.
- Maintain project files and reports.
- Bi-weekly project check-ins with the design team and/or agency staff.
- Quality control of engineering drawings, costs, specifications, and other deliverables.

Task 10.1 Deliverables:

- Monthly invoices and progress reports

## SCOPE OF SERVICES AND FEE

RE: POHR – 2nd and Riverside RAB – 60% to Bidding

February 9, 2026

Page 5

### **Task 10.2 – 60% Design**

Plans and estimates will be developed to a 60% design level based on ODOT and the Port of Hood River comments on the 30% design submittal. DKS will attend one meeting to review agency comments. No specifications will be developed as a part of this subtask.

#### Task 10.2 Deliverables:

- 60% Engineering Drawings as a part of Task 9.1
- 60% Construction Cost Estimates as part of Task 9.1
- 30% Comment/Response Logs as part of Task 9.1
- Draft Traffic Management Plan
- Draft Work Zone Decision Tree
- Draft Mobility Considerations Checklist
- Design files as requested or required

### **Task 10.3 – 90% Design**

Plans and estimates will be developed to a 90% design level based on ODOT and Port of Hood River comments on the 60% design submittal. DKS will attend one meeting to review agency comments.

#### Task 10.3 Deliverables:

- 90% Engineering Drawings as part of Task 9.2
- 90% Construction Cost Estimates as part of Task 9.2
- 90% Special Provisions as part of Task 9.2
- 60% Comment/Response Logs
- Updated Traffic Management Plan
- Updated Work Zone Decision Tree
- Updated Mobility Considerations Checklist
- Design files as requested or required

### **Task 10.4 – 100% Construction Documentation**

Plans and estimates will be developed to a 90% design level based on ODOT and the Port of Hood River comments on the 90% design submittal. DKS will attend one meeting to review agency comments.

#### Task 10.4 Deliverables:

- 100% Construction Documentation Engineering Drawings as part of Task 9.3
- 100% Construction Cost Estimates as part of Task 9.3
- 100% Special Provisions as part of Task 9.3
- 90% Comment/Response Logs
- Final Traffic Management Plan
- Final Work Zone Decision Tree
- Final Mobility Considerations Checklist
- Design files as requested or required

### **Task 10.5 – Traffic Bid Support**

DKS shall provide bidding support during the advertising period through construction project award. Work in this task includes responding to up to 5 bidder questions, and preparation of up to 1 addendum.

#### Task 10.5 Deliverables:

- Up to 1 addendum to the bid documents, as required
- Email correspondence for bidder questions, as required

### **Task 10 Assumptions:**

#### General

- Design files will be developed and delivered as AutoCAD .dwg files only.
- One comment review meeting with agency staff per design milestone (60%, 90%)
- DKS to attend up to 2 site visits to verify existing conditions
- Project design duration is assumed to be 12 months.
- Attend up to 12 virtual project meetings as required or requested

#### Lighting

- Design principles will meet ODOT standards and/or City of Hood River standards where applicable. Design will comply with guidance provided in the latest versions of the ODOT Lighting Design Manual, ODOT Lighting Policy and Guidelines and other state or local standards and guidelines.
- Lighting analysis will conform to the 2025 Illuminating Engineering Society of North America (IES) Recommended Practice: Lighting Roadway and Parking Facilities (RP-8-25) where ODOT guidance is not applicable.
- Roadway lighting plans shall conform to the National Electrical Code (NEC), National Electrical Safety Code (NESC), ODOT, and City of Hood River, and Hood River Electric Coop standards as applicable.
- The Consultant will identify other utility conflicts that will need to be resolved prior to the construction of roadway lighting and shall coordinate with utility for service connections.
- Project impacts will not extend to nor impact the signing, striping, or lighting at the I-84 signal south of the project limits.
- Roadway lighting will not extend more than 200-feet beyond the proposed splitter islands of the proposed 2nd Street/Riverside Drive roundabout.

#### Signing and Striping

- Design principles will meet ODOT standards and/or City of Hood River standards where applicable. Design will comply with guidance provided in the latest versions of the ODOT Traffic Sign Design Manual, the ODOT Pavement Markings Manual, the Manual for Uniform Traffic Control Devices (MUTCD 11th Ed) with Oregon Supplements, and other state or local standards and guidelines.
- Project impacts will not extend to nor impact the lane alignments at I-84 signal south of the project limits.
- Striping will not extend more than 200-feet beyond the proposed splitter islands of the proposed 2nd Street/Riverside Drive roundabout

SCOPE OF SERVICES AND FEE

RE: POHR – 2nd and Riverside RAB – 60% to Bidding

February 9, 2026

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Temporary Traffic Control

- Design principles will meet ODOT standards and/or City of Hood River standards where applicable. Design will comply with guidance provided in the latest versions of the ODOT Traffic Control Plan Design Manual, the Manual for Uniform Traffic Control Devices (MUTCD 11th Ed) with Oregon Supplements, and other state or local standards and guidelines.

The anticipated list of plan sheets provided in this task are as follows and are part of the deliverables in Task 9:

Description	Sheets
Illumination Legend	1
Illumination Plans	3
Illumination Details	2
Signing and Striping Legend	1
Signing and Striping Plans	4
Signing and Striping Details	2
Traffic Control Phasing Plans	1
Traffic Control & Temporary Accessible Pedestrian Route (TPAR) Plans	7

**Task 11 – Landscaping Design Services**

**Task 11.1 – 60% Design Documentation**

Consultant will provide Landscaping design plans and estimates and will be developed to a 60% design level based on ODOT and Port of Hood River comments on the 30% design submittal. Landscaping plans to include landscaping and irrigation design to a 60% design level.

Task 11.1 Deliverables:

- 60% Landscape and Irrigation Drawings as a part of Task 9.1
- 60% Construction Cost Estimates as part of Task 9.1
- 30% Comment/Response Logs as part of Task 9.1
- Design files as requested or required

**Task 11.2 – 90% Design Documentation**

Consultant will provide Landscaping design plans and estimates and will be developed to a 90% design level based on ODOT and Port of Hood River comments on the 60% design submittal. Landscaping plans to include landscaping and irrigation design and details to a 90% design level.

Task 11.2 Deliverables:

- 90% Landscape and Irrigation Drawings as a part of Task 9.2
- 90% Construction Cost Estimates as part of Task 9.2
- 90% Comment/Response Logs as part of Task 9.2
- Design files as requested or required

### **Task 11.3 – 100% Construction Documentation**

Consultant will provide Landscaping design plans and estimates and will be developed to a 100% design level based on ODOT and Port of Hood River comments on the 100% design submittal. Landscaping plans to include landscaping and irrigation design and details to a 100% design level.

Task 11.3 Deliverables:

- 100% Landscape and Irrigation Drawings as a part of Task 9.3
- 100% Construction Cost Estimates as part of Task 9.3
- 100% Comment/Response Logs as part of Task 9.3
- Design files as requested or required

### **Task 11.4 – Permitting**

Consultant will provide Landscape design and coordination during permitting and will include providing submittal documentation, review of final comments, and 1 meeting with agencies to review comments.

### **Task 11.5 – Bidding**

Consultant shall provide bidding support during the advertising period through construction project award. Work in this task includes responding to up to 5 bidder questions, and preparation of up to one 1 addendum.

Task 11.5 Deliverables:

- Up to 1 addendum to the bid documents, as required
- Email correspondence for bidder questions, as required

### **Task 12 – Geotechnical Engineering and Pavement Design Services**

Consultant will provide geotechnical engineering and pavement design services for the project including the following tasks:

- Review available maintenance records, as-built drawings, geotechnical reports, pavement design reports, and other relevant documentation associated with construction of the new roundabout and N 1st Street improvements.
- Develop a field work plan and submit for review. Following approval of the field work plan, conduct reconnaissance to mark boring and infiltration test locations.
- Request utility locates for each pavement boring location through the Oregon Utility Notification Center and retain private locating services as necessary.
- Explore subsurface conditions at boring locations by completing pavement cores and borings. Pavement borings are required along N 1st Street to support design of the realignment and to minimize differences between the existing and proposed pavement section. The borings will be made by a trailer- or truck-mounted drill rig. The driller will obtain disturbed soil samples at about 2.5-foot intervals using a standard split-spoon sampler. A standard penetration test (SPT) will also be completed while obtaining disturbed soil samples. We anticipate the following number of subsurface explorations:
  - Three shallow geotechnical borings (depth 10- to 15-feet) using hollow-stem auger techniques.
  - One deeper geotechnical boring (up to around 30-feet) using mud rotary drilling techniques.

## SCOPE OF SERVICES AND FEE

RE: POHR – 2nd and Riverside RAB – 60% to Bidding

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- One infiltration test at a depth of approximately 3-feet to 5-feet and one infiltration test at a depth of approximately 10-feet using falling head encased test methods at the approximate locations requested by KPFF. Infiltration testing will be conducted in general accordance with the City of Hood River Engineering Standards, dated July 8, 2019.
- Perform dynamic cone penetrometer (DCP) testing at the boring locations, at proposed improvement area along N 1st Street, and at each of the four legs of the proposed roundabout, for a total of nine test locations. The DCP results will be used to assess the strength of the existing underlying soils for pavement design purposes.
- Photograph the exploration locations, maintain a log of the explorations, and obtain samples of the pavement, base, and subgrade materials encountered. Visually classify the materials and measure the thicknesses of the pavement layers and the depths below the surface to interface between soil layers.
- On the existing pavement surface, patch the exploration holes below the bound surface using the excavated materials and compact the materials using a vibratory hammer. Patch the exploration hole through the bound layer using an ODOT-approved, high-performance, polymer-modified, asphalt cold-patching material and compact the material using a vibratory hammer.
- Complete laboratory tests on select samples of soil obtained from the subsurface explorations. We anticipate the following laboratory tests:
  - Visual reclassification of all subgrade soil samples.
  - Up to four moisture content tests per boring location (up to 27 tests total).
  - Up to three Atterberg limits tests
  - Up to six washed sieve analysis tests
  - Up to one Consolidation test
  - The actual tests completed will depend on the types of soil encountered in the explorations.
  - Air-dry and photograph the cores to photographically document the condition of the bound materials.
- Analyze vehicle classification data to develop approximations of the cumulative equivalent single-axle load (ESAL) repetitions during the design period for the proposed roundabout. We are assumed that traffic loading data, including vehicle classification information, will be provided by KPFF or the Port.
- Prepare a pavement design memorandum in accordance with ODOT standards for the proposed roundabout at the 2nd Street and Riverside intersection.
- Prepare a draft geotechnical and pavement report presenting findings and recommendations for the N 1st Street realignment and bus transit improvements, as well as pavement design recommendations for the proposed roundabout at 2nd Street and Riverside. We understand that the N 1st Street improvements will be designed in accordance with City of Hood River standards for frequent bus traffic. In addition to pavement design recommendations, the report will address general site preparation and earthwork considerations, potential static settlement associated with minor areal fills, and utility trench and infiltration considerations. Results of the analysis will be provided as they become available and prior to submitting the draft report.

SCOPE OF SERVICES AND FEE

RE: POHR – 2nd and Riverside RAB – 60% to Bidding

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- Prepare a final geotechnical report that incorporates comments or questions made by the project team.

**Assumptions:**

- Our fee estimate is based on conducting the field work Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m.
- The Port and the City of Hood River will provide the necessary permits for the testing work at no cost.
- We assume that the traffic loading data that includes Federal Highway Administration vehicle classification will be provided by others.
- We assume petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface exploration, we will immediately stop the subsurface explorations, place the subcontractor and our field staff on standby, and contact you for further guidance. The standby time has not been included in our cost estimate and will be billed on a time-and-expenses basis in accordance with the attached Fee Schedule.
- We assume our subsurface exploration program can be completed without time delays associated with permitting, clearances, cultural resources monitoring, property access approvals, or other site access coordination activities completed by others. If we have mobilized to the project site and our subsurface exploration program is subsequently delayed, we will put our subcontractors and field staff on standby, and the standby time will be billed on a time-and-expense basis.

**C. ANTICIPATED SCHEDULE**

It is anticipated that the following schedule will be maintained:

<b>Task</b>	<b>Duration</b>
Task 8: Prime Project Management	12 Months
Task 9: Civil Design Services	12 Months
Task 10: Traffic Design Services	12 Months
Task 11: Landscaping Design Services	12 Months
Task 12: Geotechnical Engineering and Pavement Design	4 Months

SCOPE OF SERVICES AND FEE

RE: POHR – 2nd and Riverside RAB – 60% to Bidding

February 9, 2026

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**D. PROPOSED FEES**

Our lump sum fee for this project is outlined below based on the attached Scope of Services and Project Limits. We will bill for our work monthly based on the percentage of our effort completed. Reimbursable expenses, as described in AIA Document C401, will be billed at our direct cost in addition to this fee. Hourly rates are updated annually. Services on hourly contracts will be billed at the hourly rates in place at the time services are provided. Subconsultant invoices will be marked up by 5%.

<b>Roundabout Improvements</b>		
Tasks 1-7		
Task 1:	Project Management	\$(11,344.15)
Task 2:	Site Evaluation and Data Collection	\$0
Task 3:	Design Engineering	\$(64,530.13)
Task 4:	Stormwater Analysis	\$ 0
Task 5:	Permitting Approvals (Removed per ASR 1)	\$0
Task 6:	Bidding (Removed per ASR 1)	\$0
Task 7:	Construction Administration (Removed per ASR 1)	\$0
Contingency	Contingency for ICE Revisions	\$0
<b>Total Credit back to the Port, Tasks 1-7, Per ASR 2</b>		<b>\$(75,874.28)</b>
Task 8-12		
Task 8:	Prime Project Management	\$60,420.00
Task 9:	Civil Design Services	228,345.58
Task 10:	Traffic Design Services	126,919.00
Task 11:	Landscape Design Services	42,585.00
Task 12:	Geotechnical Investigation & Pavement Recommendations	66,412.00
5% Subs		11,604.85
<b>Tasks 8-12 Total</b>		<b>\$536,286.43</b>
<b>Total Not-to-Exceed Fee per ASR 2, to be Added to the Contract Amount</b>		<b>\$460,412.15</b>
<b>Expenses from original contract to remain</b>		<b>\$2,500</b>

Should additional services, including site visits, beyond those noted in the above Scope of Services become necessary, the scope and fee will be negotiated as part of an Additional Service Request (ASR).

# Commission Memo

Prepared by: Megan Channell, Director of Capital Development and Planning  
Date: April 21, 2026  
Re: Approve WSP No-Cost Amendment No. 4 for Owner's Representative Services



---

The Port is contracted with WSP for owner's representative services, including for the waterfront transportation infrastructure improvements. The current work order was executed in March 2024 and has been amended to support ongoing project coordination, grant development and agency coordination.

WSP continues to support the Port is advancing the 2<sup>nd</sup> Street and Riverside Drive roundabout (Phase I) and the 1<sup>st</sup> Street realignment (Phase II). As the projects progress, additional coordination, grant management and environmental documentation support are needed to align with project timelines and funding requirements.

Amendment No. 4 updates the scope of work to reflect an extended project timeline through June 30, 2027 and includes tasks such as project management, grant writing and management, local permitting support, agency coordination, year-end reporting and National Environmental Policy (NEPA) documentation support.

This amendment redistributes budget across existing tasks, including a reduction in the contingent construction management task to fund the update scope. There is no change to the total contract amount at this time.

The amendment ensures continued owner's representative support to advance project delivery, maintain alignment with agency partners, and support grant funding requirements.

**RECOMMENDATION:**

MOTION TO approve Amendment No. 4 to the WSP contract for owner's representative services for the waterfront transportation infrastructure projects, with no change to the total contract amount.

**ATTACHMENTS:**

WSP Contract Amendment No. 4

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April 7, 2026

Megan Channell, Director of Capital Development and Planning  
Port of Hood River  
[via email]  
Hood River, Oregon

Subject: Amendment No. 4 to Work Order No. 1 to Provide Professional Planning Services under the Lot 1 Owner's Representative Master Services Agreement

Dear Megan:

This scope of work modifies planning services WSP USA Inc. (WSP) will provide to the Port of Hood River under Work Order No. 1 for Master Services Agreement (MSA) for owner's representative work related to Hood River Waterfront Lot 1 transportation improvements. This modification amends the existing approved work scope and contract dated March 26, 2024. If not specifically modified by this amendment, all other contract provisions along with Amendment No. 1, dated May 1, 2024, Amendment No. 2, dated August 1, 2024, and Amendment No. 3, March 27, 2025, will remain.

## PROJECT UNDERSTANDING

WSP is assisting the Port as its owner's representative for transportation infrastructure improvements for Lot 1, including a new roundabout at N. Second Street and Riverside Drive. This modification includes an extended timeline, project management, grant writing, grant management tasks, and year end closeout reporting, all related to an extension of time from May 1, 2026 through June 30, 2027.

There is no cost associated with this amendment. Compensation for the modified tasks will be redistributed from other tasks in the original work order, as detailed herein.

Based on recent conversations with Port staff, WSP is proposing to amend the existing work order to accomplish the modified tasks listed below. Tasks not listed will remain unchanged from the original work order.

- *Task 1 Project Management* will be amended to include up to 14 monthly project management team (PMT) meetings.
- *Task 2 Grant Writing* will include one additional grant application.
- *Task 3 Grant Management* will be amended to include up to 24 additional grant reports. This equates to 4 grants (2 existing and 2 pending) requiring 5 quarterly reports (20) and 1 annual report each (4).
- *Task 4 Due Diligence* will be amended to provide support for local permit applications.
- *Task 5 Agency Coordination* will be amended to provide ongoing agency coordination support during the 14-month extension, as well as time for a Project Delivery Strategic Advisor to advise the Port.

- *Task 7 Year End Reporting* will be amended to include a year-end report for 2026.
- *Task 8 NEPA Documents*, formerly a contingent task, will be activated and amended to provide coordination and documentation to support the project's National Environmental Policy Act (NEPA) compliance.
- *Task 9 (Contingent) Construction Management Services* will be amended to decrease the allocated compensation.

## OVERALL ASSUMPTIONS

Overall assumptions in the original scope of work continue to apply unless modified below.

- Funding for the modified tasks will be redirected from other tasks in the original work order, as detailed in this document, and the total fee of \$1,507,590 will remain per the original contract.

## SCOPE OF WORK

### **Task 1.0: Project Management**

WSP will provide project management services throughout the duration of the project, to include the extension of Work Order 1 from May 1, 2026 through June 30, 2027 (14 months):

- Up to 14 additional monthly PMT meetings and invoicing.

#### ***Assumptions***

- Each PMT meeting will be virtual and last up to 1 hour for up to two WSP staff.

#### ***Deliverables***

- Up to 15 PMT meetings, email agenda and action items, and monthly invoices.

### **Task 2.0: Grant Writing**

WSP will provide grant writing services for one additional grant (project grant number 4 by WSP) including research, coordination with the Port, a narrative, and a benefit cost analysis (BCA) as needed.

#### ***Assumptions***

- Port will select the grant opportunity, and will support the development and submission process per the original contract.

#### ***Deliverables***

- One additional grant application, including one BCA where required.

### **Task 3.0: Grant Management**

WSP will provide grant management services throughout the duration of the project, to include the following during Work Order No. 1 (2024 through 2027):

- Up to 24 additional quarterly or annual grant report forms.
- Support coordination with existing funding partners (i.e., the Economic Development Administration [EDA] and the Oregon Department of Transportation [ODOT]) to amend the scope of existing grant agreements.

**Assumptions**

- Each grant reimbursement or quarterly report form will not exceed 5 hours.

**Deliverables**

- Up to 24 quarterly or annual reports for existing and new grant agreements.

**Task 4.0: Due Diligence**

In addition to the current contracted scope of work, Task 4 will be amended to include the following:

- Lead local permitting with the City of Hood River, including submitting the application form and attending a pre-application conference for site plan review.
- Coordinate and compile application materials for site plan review.
- Coordinate and compile application materials for vacations and dedications (up to 5).

**Assumptions**

- One WSP staff will attend the pre-application conference.
- The Port will be the applicant for all permits and approvals, and will sign all application forms, and be responsible for application fees.
- Local permit applications will include a site plan, up to 5 vacations and dedications.
- Local building/demolition permits and state and federal permit applications are not included in this task.

**Deliverables**

- Project narrative (two drafts and one final) for site plan application
- Application forms (up to 7)

**Task 5.0: Port and Agency Coordination**

In addition to the 14-month extension for coordination, this task is amended to include time for a Project Delivery Strategic Advisor. The advisor will apply previous ODOT project delivery experience to streamline project construction and delivery with ODOT. With the Port's input, this task may include services such as:

- Developing and updating a risk assessment and risk register.
- Coordinating directly with Port staff and ODOT on key milestones and expectations.
- Advising the Port regarding opportunities, risks, and a recommended path forward for permitting and approvals.
- Developing a memorandum (memo) summarizing the proposed strategy to align key milestones with decision points.

**Assumptions**

- Direct contact with external agencies will be vetted with the Port.
- WSP will not make commitments or approvals on behalf of the Port.
- The Strategic Advisor role does not constitute third party review, and all recommendations are non-binding and subject to Port approval.
- Final decisions on project delivery are the responsibility of the Port.

- The risk register will be updated up to six times.

***Deliverables***

- Risk register
- Draft and final Strategy and Decisions memo

**Task 7.0: Year-end Reporting**

WSP will prepare a 2026 year-end report including a progress narrative and key achievements.

***Assumptions***

- The 2026 year-end report will be similar to the 2024 report format.

***Deliverables***

- 2026 year-end report

**Task 8.0: NEPA Documents**

The project received a NEPA Categorical Exclusion Determination (CatEx) from EDA in 2023. Since then, several changes to the project have been proposed, which WSP previously summarized in a draft Revised Environmental Narrative submitted to the Port and EDA.

The Port or ODOT is expected to pursue a grant, with the Federal Highway Administration (FHWA) anticipated to assume the role of NEPA lead agency from EDA. FHWA will be required to evaluate the project modifications made since EDA's CatEx and confirm the continued validity of the determination. Additionally, FHWA must assess whether EDA's CatEx satisfies its own agency requirements, which is allowed under One Federal Decision. FHWA will decide whether their review will proceed as a NEPA re-evaluation under 23 CFR 771.129 or as a less formal review.

Under this task, WSP will support the NEPA CatEx process through coordination with EDA and FHWA, including email correspondence and up to four (4) agency meetings. WSP will also prepare a memo to document project changes and how the current project is consistent with the CatEx.

***Assumptions***

- Notice of successful BUILD Grant Award from FHWA by June 30, 2026.
- FHWA will review the CatEx and determine it remains valid for the current project, and FHWA will use EDA's CatEx for NEPA compliance.
- The CatEx consistency memo will be informed by the Revised Environmental Narrative previously submitted to EDA and other available information. No new technical information or studies will be prepared under this task.
- The Port will review the first draft of the consistency memo and provide WSP with one consolidated set of comments. WSP will revise the memo and provide a second draft for review by FHWA.
- WSP will revise the draft memo based on FHWA's comments and provide a final memo for submittal to FHWA.

**Deliverables**

- Two drafts and one final CatEx consistency memo
- Four (4) agendas and meeting summaries

**Task 9.0: (Contingent) Construction Management Services**

This task is amended to transfer funds to the above tasks, as shown below. A future cost amendment will be necessary to fund construction management services at the original contract level, or the task will need to be scoped to meet the remaining budget.

**COMPENSATION**

This amendment funds the amended scope of work described above. There is no change to the total fee, including expenses, as agreed upon in the original contract. The following professional fees will be billed as incurred for the amended scope of Tasks 1, 2, 3, 4, 5, 7, and 8. Contingent Task 9 (Construction Management Services) will be reduced to allocate the necessary funds.

Task 1.0: Project Management	\$69,522
Task 2.0: Grant Writing	\$55,017
Task 3.0: Grant Management	\$20,891
Task 4.0: Due Diligence	\$53,195
Task 5.0: Agency Coordination	\$138,021
Task 7.0: Year-end Reporting	\$5,173
Task 8.0: Additional NEPA Documents <sup>1</sup>	\$25,038
<b>Total Transfer</b>	<b>\$367,157</b>
Task 9.0: (Contingent) Construction Management Services <sup>2</sup>	-\$367,157
<b>Net Change</b>	<b>\$0</b>

<sup>1</sup> This task is now activated and funded.

<sup>2</sup> The initial contingent Task 9 amount of \$1,022,029, has been revised to \$600,975 in order to fund the activities scoped in Amendments No. 2 through No. 4.

**CLOSING**

If you wish to accept this proposal for the services described above, please sign and date on the following page. This proposal is valid for 30 days. We thank you for the opportunity to offer this proposal, and we look forward to working with you. Should you have questions, please call us at 360-823-6100.

Sincerely,



Nicole McDermott, AICP  
Vice President, Urban Planning

**Acceptance of Contract Amendment:**

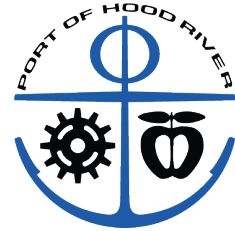
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Kevin Greenwood, Executive Director, Port of Hood River

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Megan Channell, Director of Capital Development and Planning, Port of Hood River

# Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director  
Date: April 21, 2026  
Re: Accounts Payable Requiring Commission Approval

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<b>Cable Huston LLP</b>	<b>\$1,729.50</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$1,729.50</b>
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PROFESSIONAL SERVICES SUMMARY

Timekeeper	Hours	Rate	Amount
Brooks Tommy	3.70	\$355.00	\$1,313.50
Westmeyer, Laura	1.30	\$320.00	\$416.00
Total Fees & Disbursements			<u>\$1,729.50</u>
Current Charges			<u>\$1,729.50</u>
Previous balance			<u>\$0.00</u>
Balance due upon receipt			<u><u>\$1,729.50</u></u>

Total Trust Balance: \$0.00

To make a payment via ACH, please visit our secure payment portal at  
<https://www.cablehuston.com/payments/>

Suite 1500, 1455 SW Broadway, Portland, Oregon 97201-3412 Phone: 503.224.3092 Fax: 503.224.3176

COSTS MAY HAVE BEEN INCURRED WHICH ARE NOT ON THIS STATEMENT. THESE COSTS WILL APPEAR ON SUBSEQUENT STATEMENTS.

# Commission Memo

Prepared by: Debbie Smith-Wagar, Finance Director  
Date: April 21, 2026  
Re: February Financial Report



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The attached report is a packet of activity with the summary reports by fund and then drilling down into more detail for the multiple departments/properties in the General Fund and the multiple departments in the Administration Fund.

This report is through February 28, 2026, which is two-thirds of the way through the fiscal year. The reorganization that Commissioners approved in January are reflected in both the layout and the budget numbers in this report.

Expenditures continue to stay within expectations. Some of the personal services numbers in the General Fund show nearly 100% spent, but that is because the employees in those line items were moved to the Administration Fund and no additional personal services will be charged to those line items. Only the Waterfront Manager remains in the General Fund personal services.

In addition to the reorganization, a column was added to the commercial properties report to record expenses related to the redevelopment of the Marina Basin Commercial property. So far that was just an invoice from our architects to help with the development of the Request for Developer Interest (RFDI).

Traffic on the bridge in February was up about 11% from February 2025, but we had a major weather event in February 2025 that caused traffic and revenue to be low. The traffic and revenue numbers for February 2026 were slightly lower than February 2024.

**RECOMMENDATION:** For information only

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**PORT OF HOOD RIVER**

FY26 FUND ANALYSIS - BUDGET VS ACTUAL

For the period ending February 28, 2026 (66.67%)

	General			Administration			Bridge Operations			Bridge Replacement			HRWSBA			TOTAL		
	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%
<b>REVENUE</b>																		
Operating	\$ 4,071,900	\$ 2,737,145	67%	\$ 3,759,800	\$ 2,026,552	54%	\$ 9,515,200	\$ 7,554,515	79%									
Non-operating:																		
Grants, interest, other income	\$ 11,035,860	\$ 642,764	6% {1}	\$ 900,000	\$ 306,528	34%	\$ 378,000	\$ 123,331	33%	\$ 4,502,000	\$ 243,503	5%	\$ 20,000	\$ 9,639	48%	\$ 16,835,860	\$ 1,325,764	8%
Transfers In	\$ 2,000,000	\$ -	0% {2}	\$ 1,200,000	\$ 1,200,000	100% {7}							\$ 3,828,400	\$ 2,282,126	60%	\$ 7,028,400	\$ 3,482,126	50%
<b>TOTAL</b>	<b>\$ 17,107,760</b>	<b>\$ 3,379,908</b>	<b>20%</b>	<b>\$ 5,859,800</b>	<b>\$ 3,533,080</b>	<b>60%</b>	<b>\$ 9,893,200</b>	<b>\$ 7,677,846</b>	<b>78%</b>	<b>\$ 4,502,000</b>	<b>\$ 243,503</b>	<b>5%</b>	<b>\$ 3,848,400</b>	<b>\$ 2,291,765</b>	<b>60%</b>	<b>\$ 41,211,160</b>	<b>\$ 17,126,102</b>	<b>42%</b>
<b>EXPENSES</b>																		
Operating																		
Personal Services	\$ 392,788	\$ 235,303	60%	\$ 2,478,950	\$ 1,402,430	57%	\$ 337,380	\$ 191,049	57%							\$ 3,209,118	\$ 1,828,782	57%
Materials & Services	\$ 2,018,600	\$ 1,203,234	60%	\$ 1,245,850	\$ 611,833	49%	\$ 1,946,000	\$ 1,075,807	55%	\$ -	\$ -	NA				\$ 5,210,450	\$ 2,890,874	55%
Internal Services (Admin/OH)	\$ 2,679,386	\$ 1,545,785	58%				\$ 944,556	\$ 455,864	48%							\$ 3,623,942	\$ 2,001,648	55%
Debt Service	\$ 95,000	\$ 64,655	68% {3}													\$ 95,000	\$ 64,655	68%
Subtotal	\$ 5,185,774	\$ 3,048,977	59%	\$ 3,724,800	\$ 2,014,263	54%	\$ 3,227,936	\$ 1,722,720	53%	\$ -	\$ -		\$ -	\$ -		\$ 12,138,510	\$ 6,785,959	56%
Non-Operating																		
Capital Outlay	\$ 9,500,000	\$ 2,874,165	30% {4}	\$ 95,000	\$ 10,006	11%	\$ 1,370,000	\$ 60,563	4%	\$ 4,502,000	\$ 241,854	5%				\$ 15,467,000	\$ 3,186,589	21%
Transfers Out	\$ 910,800	\$ 910,800	100% {5}				\$ 6,117,600	\$ 2,571,326	42%							\$ 7,028,400	\$ 3,482,126	50%
Special	\$ 71,000	\$ -	0% {6}										\$ 3,848,400	\$ 2,023,386	53%	\$ 3,919,400	\$ 2,023,386	52%
Contingency	\$ 8,000,000		NA	\$ 540,000		NA	\$ 900,000		NA							\$ 9,440,000		NA
Other				\$ 1,500,000	\$ 1,500,000	{8}	\$ 600,000	\$ 202,175										
Subtotal	\$ 18,481,800	\$ 3,784,965	20%	\$ 2,135,000	\$ 1,510,006	71%	\$ 8,987,600	\$ 2,834,064	32%	\$ 4,502,000	\$ 241,854	5%	\$ 3,848,400	\$ 2,023,386	53%	\$ 35,854,800	\$ 8,692,101	24%
<b>TOTAL</b>	<b>\$ 23,667,574</b>	<b>\$ 6,833,942</b>	<b>29%</b>	<b>\$ 5,859,800</b>	<b>\$ 3,524,270</b>	<b>60%</b>	<b>\$ 12,215,536</b>	<b>\$ 4,556,784</b>	<b>37%</b>	<b>\$ 4,502,000</b>	<b>\$ 241,854</b>	<b>5%</b>	<b>\$ 3,848,400</b>	<b>\$ 2,023,386</b>	<b>53%</b>	<b>\$ 47,993,310</b>	<b>\$ 15,478,061</b>	<b>32%</b>
<b>NET INCOME</b>																		
Operating	\$ (1,113,874)	\$ (311,832)		\$ 35,000	\$ 12,289		\$ 6,287,264	\$ 5,831,796		\$ -	\$ -		\$ -	\$ -		\$ 5,208,390	\$ 5,532,252	
Non-Operating	\$ (5,445,940)	\$ (3,142,202)		\$ (35,000)	\$ (3,478)		\$ (8,609,600)	\$ (2,710,734)		\$ -	\$ 1,649		\$ -	\$ 268,379		\$ (11,990,540)	\$ (3,884,212)	
<b>TOTAL</b>	<b>\$ (6,559,814)</b>	<b>\$ (3,454,034)</b>		<b>\$ -</b>	<b>\$ 8,810</b>		<b>\$ (2,322,336)</b>	<b>\$ 3,121,062</b>		<b>\$ -</b>	<b>\$ 1,649</b>		<b>\$ -</b>	<b>\$ 268,379</b>		<b>\$ (6,782,150)</b>	<b>\$ 1,648,041</b>	
BEG. FUND BALANCE	\$ 13,500,000	\$ 13,800,000		\$ -	\$ -		\$ 5,000,000	\$ 4,600,000		\$ -	\$ -		\$ -	\$ -		\$ 18,500,000	\$ 18,400,000	
END. FUND BALANCE	\$ 6,940,186	\$ 10,345,966		\$ -	\$ 8,810		\$ 2,677,664	\$ 7,721,062		\$ -	\$ 1,649		\$ -	\$ 268,379		\$ 11,717,850	\$ 20,048,041	

- {1} Budget assumed the sale of Big 7 and Lower Hanel Mill property and includes Airport grants
- {2} A transfer-in is budgeted from the Bridge Fund - this will be the final year of this transfer
- {3} Debt service is for a low interest loan from 2013 to make improvements to the Marina docks; it will be paid off in 2028.
- {4} Capital Outlay is primarily the completion of the parking lots in the waterfront area and the purchase of two properties on Wasco Court for future administration relocations. The roof on the Jensen Building will likely be completed this fiscal year. Other capital that was budgeted and will not be completed includes \$750k for storage units at Lower Mill. The projects at the airport are moving forward and will have significant spending as soon as the weather improves.
- {5} The General Fund's portion of the "PERS Buydown" that occurred in August
- {6} A transfer is budgeted to help fund the Foundation's plan for launching the license plate program
- {7} Transfers into the Admin Fund are \$1.2M for the PERS Buydown; the State of Oregon contributed \$300,000 for a total contribution of \$1.5M
- {8} Actual payment for PERS Buydown

**PORT OF HOOD RIVER**

FY26 GENERAL FUND ANALYSIS BY DEPARTMENT - BUDGET VS ACTUAL

For the period ending February 28, 2026 (66.67%)

	Industrial Properties			Commercial Buildings			Airport			Marina Basin			Waterfront Recreation			Parking			Non-Departmental			TOTAL GENERAL FUND		
	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%
<b>REVENUE</b>																								
Operating	\$ 2,478,600	\$ 1,628,054	66%	\$ 269,700	\$ 144,459	54%	\$ 312,200	\$ 173,419	56% {2}	\$ 449,900	\$ 469,687	104% {3}	\$ 36,500	\$ 12,740	35% {4}	\$ 525,000	\$ 308,787	59%				\$ 4,071,900	\$ 2,737,145	67%
Non-operating:																								
Grants, interest, other income	\$ 547,360	\$ 223,351	41% {1}	\$ 500,000	\$ -	NA	\$ 1,330,000	\$ 19,292	1%	\$ 47,500	\$ 500	1%	\$ 111,000	\$ 13,005	12%				\$ 8,500,000	\$ 386,615	5%	\$ 11,035,860	\$ 642,764	
Transfers In																			\$ 2,000,000	\$ -	NA	\$ 2,000,000	\$ -	0%
<b>TOTAL</b>	<b>\$ 3,025,960</b>	<b>\$ 1,851,405</b>	<b>61%</b>	<b>\$ 769,700</b>	<b>\$ 144,459</b>	<b>19%</b>	<b>\$ 1,642,200</b>	<b>\$ 192,711</b>	<b>12%</b>	<b>\$ 497,400</b>	<b>\$ 470,187</b>	<b>95%</b>	<b>\$ 147,500</b>	<b>\$ 25,745</b>	<b>17%</b>	<b>\$ 525,000</b>	<b>\$ 308,787</b>	<b>59%</b>	<b>\$ 10,500,000</b>	<b>\$ 386,615</b>	<b>4%</b>	<b>\$ 17,107,760</b>	<b>\$ 3,379,908</b>	<b>20%</b>
<b>EXPENSES</b>																								
Operating																								
Personal Services	\$ 42,297	\$ 42,086	100%	\$ 7,845	\$ 7,606	97%	\$ 15,060	\$ 6,721	45%	\$ 145,196	\$ 110,230	76%	\$ 67,540	\$ 40,326	60%	\$ 114,850	\$ 28,334	25%				\$ 392,788	\$ 235,303	60%
Materials & Services	\$ 1,187,800	\$ 781,664	66%	\$ 135,900	\$ 66,228	49%	\$ 200,150	\$ 154,858	77%	\$ 171,250	\$ 73,803	43%	\$ 184,500	\$ 76,641	42%	\$ 139,000	\$ 50,039	36%				\$ 2,018,600	\$ 1,203,234	60%
Internal Services (Admin/OH)	\$ 856,904	\$ 548,757	64%	\$ 261,849	\$ 148,841	57%	\$ 380,826	\$ 253,537	67%	\$ 543,440	\$ 175,455	32%	\$ 313,099	\$ 306,177	98%	\$ 323,268	\$ 113,017	35%				\$ 2,679,386	\$ 1,545,785	
Debt Service										\$ 95,000	\$ 64,655	68%										\$ 95,000	\$ 64,655	68%
Subtotal	\$ 2,087,001	\$ 1,372,507	66%	\$ 405,594	\$ 222,675	55%	\$ 596,036	\$ 415,117	70%	\$ 954,886	\$ 424,143	44%	\$ 565,139	\$ 423,145	75%	\$ 577,118	\$ 191,390	33%	\$ -	\$ -	NA	\$ 5,185,774	\$ 3,048,977	59%
Non-Operating																								
Capital Outlay	\$ 5,335,000	\$ 1,603,809	30%	\$ 530,000	\$ 1,330	0%	\$ 2,105,000	\$ 55,503	3%	\$ 30,000	\$ 3,984	13%	\$ 300,000	\$ -	0%	\$ 1,200,000	\$ 1,209,540	101%				\$ 9,500,000	\$ 2,874,165	30%
Transfers Out	\$ -																		\$ 910,800	\$ 910,800	100% {5}	\$ 910,800	\$ 910,800	
Special	\$ -																		\$ 71,000	\$ -	0% {6}	\$ 71,000	\$ -	
Contingency	\$ -																		\$ 8,000,000		0%	\$ 8,000,000	\$ -	0%
Other	\$ -																					\$ -	\$ -	
Subtotal	\$ 5,335,000	\$ 1,603,809	30%	\$ 530,000	\$ 1,330	0%	\$ 2,105,000	\$ 55,503	3%	\$ 30,000	\$ 3,984	13%	\$ 300,000	\$ -	0%	\$ 1,200,000	\$ 1,209,540	101%	\$ 8,981,800	\$ 910,800	10%	\$ 18,481,800	\$ 3,784,965	20%
<b>TOTAL</b>	<b>\$ 7,422,001</b>	<b>\$ 2,976,316</b>	<b>40%</b>	<b>\$ 935,594</b>	<b>\$ 224,005</b>	<b>24%</b>	<b>\$ 2,701,036</b>	<b>\$ 470,619</b>	<b>17%</b>	<b>\$ 984,886</b>	<b>\$ 428,127</b>	<b>43%</b>	<b>\$ 865,139</b>	<b>\$ 423,145</b>	<b>49%</b>	<b>\$ 1,777,118</b>	<b>\$ 1,400,930</b>	<b>79%</b>	<b>\$ 8,981,800</b>	<b>\$ 910,800</b>	<b>10%</b>	<b>\$ 23,667,574</b>	<b>\$ 6,833,942</b>	<b>29%</b>
<b>NET INCOME</b>																								
Operating	\$ 391,599	\$ 255,546		\$ (135,894)	\$ (78,217)		\$ (283,836)	\$ (241,697)		\$ (504,986)	\$ 45,544		\$ (528,639)	\$ (410,405)		\$ (52,118)	\$ 117,397		\$ -	\$ -		\$ (1,113,874)	\$ (311,832)	
Non-Operating	\$ (4,787,640)	\$ (1,380,457)		\$ (30,000)	\$ (1,330)		\$ (775,000)	\$ (36,211)		\$ 17,500	\$ (3,484)		\$ (189,000)	\$ 13,005		\$ (1,200,000)	\$ (1,209,540)		\$ 1,518,200	\$ (524,185)		\$ (5,445,940)	\$ (3,142,202)	
<b>TOTAL</b>	<b>\$ (4,396,041)</b>	<b>\$ (1,124,911)</b>		<b>\$ (165,894)</b>	<b>\$ (79,547)</b>		<b>\$ (1,058,836)</b>	<b>\$ (277,908)</b>		<b>\$ (487,486)</b>	<b>\$ 42,060</b>		<b>\$ (717,639)</b>	<b>\$ (397,400)</b>		<b>\$ (1,252,118)</b>	<b>\$ (1,092,143)</b>		<b>\$ 1,518,200</b>	<b>\$ (524,185)</b>		<b>\$ (6,559,814)</b>	<b>\$ (3,454,034)</b>	
BEG. FUND BALANCE																			\$ 13,500,000	\$ -		\$ 13,500,000	\$ -	
END. FUND BALANCE																			\$ 15,018,200	\$ (524,185)		\$ 6,940,186	\$ (3,454,034)	

- {1} The City of Hood River is reimbursing the Port for sewer and/or stormwater easements behind Big 7 - this line also includes the roundabout planning grant
- {2} Airport T-hangar income is reported when billed in December/January - This year's billing was for six months as we move the T-Hangars to a fiscal year basis (next billing will be for July 1, 2026 to June 30, 2027)
- {3} The majority of Marina Moorage revenue is recognized when billed in December
- {4} The majority of Waterfront Recreation revenue is received in late spring/early summer
- {5} The General Fund's portion of the "PERS Buydown" that occurred in August
- {6} A transfer is budgeted to help fund the Foundation's plan for launching the license plate program



**PORT OF HOOD RIVER**

**FY26 COMMERCIAL PROPERTIES DEPT. BY BUILDING - BUDGET VS ACTUAL**

For the period ending February 28, 2026 (66.67%)

		Marina West			Marina East			Port Office Building			Marina Basin Commercial Redev {1}			TOTAL COMM. PROPERTIES		
		BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%
<b>REVENUE</b>																
	Operating	\$ 51,000	\$ 22,443	44%	\$ 52,700	\$ 11,349	22%	\$ 166,000	\$ 110,667	67%	\$ -	\$ -	NA	\$ 269,700	\$ 144,459	54%
	Non-operating:					\$ -										
	Grants, interest, other income			NA			NA	\$ 500,000		0%	\$ -		NA	\$ 500,000	\$ -	0%
	<b>TOTAL</b>	<b>\$ 51,000</b>	<b>\$ 22,443</b>	<b>44%</b>	<b>\$ 52,700</b>	<b>\$ 11,349</b>	<b>22%</b>	<b>\$ 666,000</b>	<b>\$ 110,667</b>	<b>17%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>NA</b>	<b>\$ 769,700</b>	<b>\$ 144,459</b>	<b>19%</b>
<b>EXPENSES</b>																
	Operating															
	Personal Services	\$ 2,615	\$ 2,535	97%	\$ 2,615	\$ 2,535	97%	\$ 2,615	\$ 2,535	97%	\$ -	\$ -	NA	\$ 7,845	\$ 7,606	97%
	Materials & Services	\$ 50,900	\$ 25,457	50%	\$ 51,200	\$ 20,311	40%	\$ 33,800	\$ 20,460	61%	\$ -	\$ -	NA	\$ 135,900	\$ 66,228	49%
	Internal Services (Admin/OH)	\$ 65,653	\$ 18,547	28%	\$ 49,429	\$ 24,736	50%	\$ 146,767	\$ 105,559	72%	\$ -	\$ -	NA	\$ 261,849	\$ 148,841	57%
	Subtotal	\$ 119,168	\$ 46,539	39%	\$ 103,244	\$ 47,582	46%	\$ 183,182	\$ 128,554	70%	\$ -	\$ -	NA	\$ 405,594	\$ 222,675	55%
	Non-Operating															
	Capital Outlay	\$ 20,000	\$ -	0%	\$ 10,000	\$ -	0%	\$ 500,000	\$ -	0%	\$ -	\$ 1,330	NA	\$ 530,000	\$ 1,330	0%
	Subtotal	\$ 20,000	\$ -	0%	\$ 10,000	\$ -	0%	\$ 500,000	\$ -	0%	\$ -	\$ 1,330	NA	\$ 530,000	\$ 1,330	0%
	<b>TOTAL</b>	<b>\$ 139,168</b>	<b>\$ 46,539</b>	<b>33%</b>	<b>\$ 113,244</b>	<b>\$ 47,582</b>	<b>42%</b>	<b>\$ 683,182</b>	<b>\$ 128,554</b>	<b>19%</b>	<b>\$ -</b>	<b>\$ 1,330</b>	<b>NA</b>	<b>\$ 935,594</b>	<b>\$ 224,005</b>	<b>24%</b>
<b>NET INCOME</b>																
	Operating	\$ (68,168)	\$ (24,096)		\$ (50,544)	\$ (36,233)		\$ (17,182)	\$ (17,887)		\$ -	\$ -		\$ (135,894)	\$ (78,217)	
	Non-Operating	\$ (20,000)	\$ -		\$ (10,000)	\$ -		\$ -	\$ -		\$ -	\$ (1,330)		\$ (30,000)	\$ (1,330)	
	<b>TOTAL</b>	<b>\$ (88,168)</b>	<b>\$ (24,096)</b>		<b>\$ (60,544)</b>	<b>\$ (36,233)</b>		<b>\$ (17,182)</b>	<b>\$ (17,887)</b>		<b>\$ -</b>	<b>\$ (1,330)</b>		<b>\$ (165,894)</b>	<b>\$ (79,547)</b>	

{1} This is a new department to track redevelopment of the property under the Marina East & West buildings.

**PORT OF HOOD RIVER**

FY26 MARINA BASIN DEPT. BY AREA - BUDGET VS ACTUAL

For the period ending February 28, 2026 (66.67%)

	Marina Moorage			Boat Launch			Jetty Cruise Ship Dock			Seasonal Dock			Marina Green			TOTAL MARINA BASIN				
	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%		
<b>REVENUE</b>																				
Operating	\$ 409,500	\$ 439,095	107%	{1}	\$ -	\$ 5,420	NA	\$ 19,700	\$ 16,067	82%				\$ 20,700	\$ 9,105	44%	\$ 449,900	\$ 469,687	104%	
Non-operating																				
Grants, interest, other income	\$ 20,000	\$ 500	3%		\$ 7,000	\$ -	0%					\$ 20,500	\$ -	0%		NA	\$ 47,500	\$ 500	1%	
<b>TOTAL</b>	<b>\$ 429,500</b>	<b>\$ 439,595</b>	<b>102%</b>		<b>\$ 7,000</b>	<b>\$ 5,420</b>	<b>77%</b>	<b>\$ 19,700</b>	<b>\$ 16,067</b>	<b>82%</b>		<b>\$ 20,500</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 20,700</b>	<b>\$ 9,105</b>	<b>44%</b>	<b>\$ 497,400</b>	<b>\$ 470,187</b>	<b>95%</b>
<b>EXPENSES</b>																				
Operating																				
Personal Services	\$ 80,000	\$ 75,611	95%											\$ 65,196	\$ 34,619	53%	\$ 145,196	\$ 110,230	76%	
Materials & Services	\$ 111,000	\$ 48,120	43%		\$ 6,000	\$ 1,893	32%	\$ 5,500	\$ 3,655	66%	\$ 2,000	\$ -	0%	\$ 46,750	\$ 20,134	43%	\$ 171,250	\$ 73,803	43%	
Internal Services (Admin/OH)	\$ 169,333	\$ 94,957	56%		\$ 673	\$ 343	51%	\$ 261	\$ 135	52%	\$ -	\$ -		\$ 373,173	\$ 80,020	21%	\$ 543,440	\$ 175,455	32%	
Debt Service	\$ 95,000	\$ 64,655	68%													NA	\$ 95,000	\$ 64,655	68%	
Subtotal	\$ 455,333	\$ 283,343	62%		\$ 6,673	\$ 2,236	34%	\$ 5,761	\$ 3,791	66%	\$ 2,000	\$ -	0%	\$ 485,119	\$ 134,773	28%	\$ 954,886	\$ 424,143	44%	
Non-Operating																				
Capital Outlay	\$ 20,000	\$ 3,984	20%											\$ 10,000	\$ -	0%	\$ 30,000	\$ 3,984	13%	
Subtotal	\$ 20,000	\$ 3,984	20%		\$ -	\$ -	NA	\$ -	\$ -	NA	\$ -	\$ -		\$ 10,000	\$ -	0%	\$ 30,000	\$ 3,984	13%	
<b>TOTAL</b>	<b>\$ 475,333</b>	<b>\$ 287,327</b>	<b>60%</b>		<b>\$ 6,673</b>	<b>\$ 2,236</b>	<b>34%</b>	<b>\$ 5,761</b>	<b>\$ 3,791</b>	<b>66%</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 495,119</b>	<b>\$ 134,773</b>	<b>27%</b>	<b>\$ 984,886</b>	<b>\$ 428,127</b>	<b>43%</b>	
<b>NET INCOME</b>																				
Operating	\$ (45,833)	\$ 155,752			\$ (6,673)	\$ 3,183		\$ 13,939	\$ 12,276		\$ (2,000)	\$ -		\$ (464,419)	\$ (125,668)		\$ (504,986)	\$ 45,544		
Non-Operating	\$ -	\$ (3,484)			\$ 7,000	\$ -		\$ -	\$ -		\$ 20,500	\$ -		\$ (10,000)	\$ -		\$ 17,500	\$ (3,484)		
<b>TOTAL</b>	<b>\$ (45,833)</b>	<b>\$ 152,268</b>			<b>\$ 327</b>	<b>\$ 3,183</b>		<b>\$ 13,939</b>	<b>\$ 12,276</b>		<b>\$ 18,500</b>	<b>\$ -</b>		<b>\$ (474,419)</b>	<b>\$ (125,668)</b>		<b>\$ (487,486)</b>	<b>\$ 42,060</b>		

{1} The majority of Marina Moorage revenue is recognized when billed in December

**PORT OF HOOD RIVER**

FY26 WATERFRONT RECREATION DEPT. BY SITE - BUDGET VS ACTUAL

For the period ending February 28, 2026 (66.67%)

	Event Site			Nichols Basin			Hook			Spit			Trails & Footbridge			Total Waterfront Properties		
	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%
<b>REVENUE</b>																		
Operating	\$ 20,000	\$ 10,280	51%	\$ 5,000	\$ 1,385	28%	\$ 8,000	\$ 425	5%	\$ 3,500	\$ 650	19%				\$ 36,500	\$ 12,740	35%
Non-operating:																		
Grants, interest, other income	\$ 91,000	\$ 3,000	3%	\$ 20,000	\$ -	0%			NA				\$ -	\$ 10,005	{1}	\$ 111,000	\$ 13,005	12%
<b>TOTAL</b>	<b>\$ 111,000</b>	<b>\$ 13,280</b>	<b>12%</b>	<b>\$ 25,000</b>	<b>\$ 1,385</b>	<b>6%</b>	<b>\$ 8,000</b>	<b>\$ 425</b>	<b>5%</b>	<b>\$ 3,500</b>	<b>\$ 650</b>	<b>19%</b>	<b>\$ -</b>	<b>\$ 10,005</b>	NA	<b>\$ 147,500</b>	<b>\$ 25,745</b>	<b>17%</b>
<b>EXPENSES</b>																		
Operating																		
Personal Services	\$ 42,460	\$ 30,244	71%	\$ 8,360	\$ 3,361	40%	\$ 8,360	\$ 3,361	40%	\$ 8,360	\$ 3,361	40%	\$ -	\$ -		\$ 67,540	\$ 40,326	60%
Materials & Services	\$ 114,000	\$ 36,355	32%	\$ 27,000	\$ 18,025	67%	\$ 15,500	\$ 4,995	32%	\$ 22,500	\$ 5,683	25%	\$ 5,500	\$ 11,584	211% {2}	\$ 184,500	\$ 76,641	42%
Internal Services (Admin/OH)	\$ 164,984	\$ 151,255	92%	\$ 71,362	\$ 91,328	128%	\$ 37,928	\$ 30,153	79%	\$ 38,825	\$ 33,442	86%				\$ 313,099	\$ 306,177	98%
Subtotal	\$ 321,444	\$ 217,854	68%	\$ 106,722	\$ 112,714	106%	\$ 61,788	\$ 38,508	62%	\$ 69,685	\$ 42,485	61%	\$ 5,500	\$ 11,584	211%	\$ 565,139	\$ 423,145	75%
Non-Operating																		
Capital Outlay	\$ 115,000	\$ -	0%	\$ 120,000	\$ -	0%	\$ -	\$ -	NA	\$ -	\$ -		\$ 65,000	\$ -	0%	\$ 300,000	\$ -	0%
Subtotal	\$ 115,000	\$ -	0%	\$ 120,000	\$ -	0%	\$ -	\$ -	NA				\$ 65,000	\$ -	0%	\$ 300,000	\$ -	0%
<b>TOTAL</b>	<b>\$ 436,444</b>	<b>\$ 217,854</b>	<b>50%</b>	<b>\$ 226,722</b>	<b>\$ 112,714</b>	<b>50%</b>	<b>\$ 61,788</b>	<b>\$ 38,508</b>	<b>62%</b>	<b>\$ 69,685</b>	<b>\$ 42,485</b>	<b>61%</b>	<b>\$ 70,500</b>	<b>\$ 11,584</b>	<b>16%</b>	<b>\$ 865,139</b>	<b>\$ 423,145</b>	<b>49%</b>
<b>NET INCOME</b>																		
Operating	\$ (301,444)	\$ (207,574)		\$ (101,722)	\$ (111,329)		\$ (53,788)	\$ (38,083)		\$ (66,185)	\$ (41,835)		\$ (5,500)	\$ (11,584)		\$ (528,639)	\$ (410,405)	
Non-Operating	\$ (24,000)	\$ 3,000		\$ (100,000)	\$ -		\$ -	\$ -		\$ -	\$ -		\$ (65,000)	\$ 10,005		\$ (189,000)	\$ 13,005	
<b>TOTAL</b>	<b>\$ (325,444)</b>	<b>\$ (204,574)</b>		<b>\$ (201,722)</b>	<b>\$ (111,329)</b>		<b>\$ (53,788)</b>	<b>\$ (38,083)</b>		<b>\$ (66,185)</b>	<b>\$ (41,835)</b>		<b>\$ (70,500)</b>	<b>\$ (1,579)</b>		<b>\$ (717,639)</b>	<b>\$ (397,400)</b>	

{1} Reimbursement from land owner along Indian Creek Trail.

{2} This includes cleanup on the Indian Creek Trail. Although it is overbudget for the line item it does not affect the overall General Fund budget because the amount is so small compared to other operational budgets.

**PORT OF HOOD RIVER**  
 FY26 ADMINISTRATION FUND ANALYSIS BY DEPARTMENT - BUDGET VS ACTUAL  
 For the period ending February 28, 2026 (66.67%)

	Executive/Contracting			Communications/IT			Finance/General Office			Human Resources/Payroll			Insurance/Risk/Safety			Asset Management/Maint			Capital Development			Non-Departmental			TOTAL ADMINISTRATION FUND		
	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%	BUDGET	YTD	%
<b>REVENUE</b>																											
Operating	\$ 668,822	\$ 333,099	50%	\$ 221,450	\$ 107,105	48%	\$ 858,578	\$ 598,257	70%	\$ 252,650	\$ 123,240	49%	\$ 193,000	\$ 116,303	60%	\$ 1,344,580	\$ 716,846	53%	\$ 165,720	\$ 6,799	4%	\$ 55,000	\$ 24,903	45% {1}	\$ 3,759,800	\$ 2,026,552	54%
Non-operating:																											
Grants, interest, other income	\$ 50,000	\$ -	0%						NA	\$ 300,000	\$ 300,000	100% {2}				\$ -	\$ 6,440	NA	\$ -	\$ -	NA	\$ 550,000	\$ 88	0%	\$ 900,000	\$ 306,528	34%
Transfers In	\$ -	\$ -	NA						NA	\$ 1,200,000	\$ 1,200,000	100% {3}															
<b>TOTAL</b>	<b>\$ 718,822</b>	<b>\$ 333,099</b>	<b>46%</b>	<b>\$ 221,450</b>	<b>\$ 107,105</b>	<b>48%</b>	<b>\$ 858,578</b>	<b>\$ 598,257</b>	<b>70%</b>	<b>\$ 1,752,650</b>	<b>\$ 1,623,240</b>	<b>93%</b>	<b>\$ 193,000</b>	<b>\$ 116,303</b>	<b>60%</b>	<b>\$ 1,344,580</b>	<b>\$ 723,285</b>	<b>54%</b>	<b>\$ 165,720</b>	<b>\$ 6,799</b>	<b>4%</b>	<b>\$ 605,000</b>	<b>\$ 24,992</b>	<b>4%</b>	<b>\$ 5,859,800</b>	<b>\$ 3,533,080</b>	<b>60%</b>
<b>EXPENSES</b>																											
Operating																											
Personal Services	\$ 398,100	\$ 249,226	63%	\$ 39,050	\$ 20,084	51%	\$ 555,150	\$ 382,550	69%	\$ 179,650	\$ 75,741	42%	\$ -	\$ -	NA	\$ 1,151,280	\$ 668,031	58%	\$ 155,720	\$ 6,799	4%				\$ 2,478,950	\$ 1,402,430	57%
Materials & Services	\$ 340,150	\$ 88,671	26%	\$ 182,400	\$ 87,021	48%	\$ 339,000	\$ 217,083	64%	\$ 73,000	\$ 47,500	65%	\$ 193,000	\$ 116,303	60%	\$ 108,300	\$ 55,255	51%	\$ 10,000	\$ -	0%				\$ 1,245,850	\$ 611,833	49%
Subtotal	\$ 738,250	\$ 337,897	46%	\$ 221,450	\$ 107,105	48%	\$ 894,150	\$ 599,634	67%	\$ 252,650	\$ 123,241	49%	\$ 193,000	\$ 116,303	60%	\$ 1,259,580	\$ 723,285	57%	\$ 165,720	\$ 6,799	4%	\$ -	\$ -	NA	\$ 3,724,800	\$ 2,014,263	54%
Non-Operating																											
Capital Outlay							\$ 10,000	\$ 10,006	100%						NA	\$ 85,000	\$ -	0%	\$ -	\$ -	NA				\$ 95,000	\$ 10,006	11%
Contingency															NA				\$ -	\$ -		\$ 540,000	\$ -	0%	\$ 540,000	\$ -	0%
Other										\$ 1,500,000	\$ 1,500,000	100% {4}			NA										\$ 1,500,000	\$ 1,500,000	100%
Subtotal	\$ -	\$ -	NA	\$ -	\$ -	NA	\$ 10,000	\$ 10,006	NA	\$ 1,500,000	\$ 1,500,000	100%	\$ -	\$ -	NA	\$ 85,000	\$ -	0%	\$ -	\$ -	#DIV/0!	\$ 540,000	\$ -	NA	\$ 2,135,000	\$ 1,510,006	71%
<b>TOTAL</b>	<b>\$ 738,250</b>	<b>\$ 337,897</b>	<b>46%</b>	<b>\$ 221,450</b>	<b>\$ 107,105</b>	<b>48%</b>	<b>\$ 904,150</b>	<b>\$ 609,640</b>	<b>67%</b>	<b>\$ 1,752,650</b>	<b>\$ 1,623,241</b>	<b>93%</b>	<b>\$ 193,000</b>	<b>\$ 116,303</b>	<b>60%</b>	<b>\$ 1,344,580</b>	<b>\$ 723,285</b>	<b>54%</b>	<b>\$ 165,720</b>	<b>\$ 6,799</b>	<b>4%</b>	<b>\$ 540,000</b>	<b>\$ -</b>	<b>NA</b>	<b>\$ 5,859,800</b>	<b>\$ 3,524,270</b>	<b>60%</b>
<b>NET INCOME</b>																											
Operating	\$ (69,428)	\$ (4,798)		\$ -	\$ 0		\$ (35,572)	\$ (1,377)		\$ -	\$ (0)		\$ -	\$ (0)		\$ 85,000	\$ (6,440)		\$ -	\$ 0		\$ 55,000	\$ 24,903		\$ 35,000	\$ 12,289	
Non-Operating	\$ 50,000	\$ -		\$ -	\$ -		\$ (10,000)	\$ (10,006)		\$ -	\$ -		\$ -	\$ -		\$ (85,000)	\$ 6,440		\$ -	\$ -		\$ 10,000	\$ 88		\$ (35,000)	\$ (3,478)	
<b>TOTAL</b>	<b>\$ (19,428)</b>	<b>\$ (4,798)</b>		<b>\$ -</b>	<b>\$ 0</b>		<b>\$ (45,572)</b>	<b>\$ (11,383)</b>		<b>\$ -</b>	<b>\$ (0)</b>		<b>\$ -</b>	<b>\$ (0)</b>		<b>\$ -</b>	<b>\$ 0</b>		<b>\$ -</b>	<b>\$ 0</b>		<b>\$ 65,000</b>	<b>\$ 24,992</b>		<b>\$ -</b>	<b>\$ 8,810</b>	

{1} This is for payments received from the Bridge Authority for administrative services  
 {2} State contribution for PERS side account  
 {3} Port contribution for PERS side account; transfers in from General Fund and Bridge Operations Fund  
 {4} Actual payment to PERS

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Executive Director's Report  
April 21, 2026

**EXECUTIVE – KEVIN GREENWOOD**

- *OPPA Committee on statewide marketing concept educating communities about importance of Port to state economy.*
- *Foundation work session meeting preparing for WAAAM presentation.*
- *Monitoring County appeal process for Lower Hanel Mill sale. Attended county hearing on April 22<sup>nd</sup>. Amazon will be exercising 45-day extension on April 20. More detail in Real Estate Director's report.*
- *Airport Fixed Base Operator RFP went live March 27.*
- *Energy Trust of Oregon Grant Application and Consultants*
- *Monitoring Washington DC advocacy trip development for early May.*
- *Authorized contract for landscaping contract helping to minimize summer hires.*
- *Discussions on Bridge Capital projects for budget process.*
- *Izaak Riley and Progressive have signed off on the settlement agreement related to the June 2024 bridge strike. Payment is forthcoming.*
- *Collaborated with the Hood River-White Salmon Bridge Project team to host a Trades Career Day (see Attachment A).*
- *Partnered with local agencies to help coordinate the Indian Creek Fuels Reduction project (see Attachment B).*
- *Airport Terminal Project*
  - *EDA met with Port on April 15 to discuss application, requested refinement for Investment Review Committee (IRC) presentation on May 20. The IRC is responsible for scoring and recommending projects for funding.*
  - *\$1M Connect Oregon Grant was submitted March 26.*
  - *The project has a planning level cost estimate of \$8.9M in Jan. 2027 dollars and a 10% contingency.*
  - *The PoHR Foundation presented to WAAAM on March 31.*
  - *Received three job creation commitments.*
- *Responded to bicyclist inquiry about biking across Hood River Bridge:*
  - *Bicycle access is prohibited under Ordinance No. 30*
  - *Restrictions are driven by safety and operational constraints*
  - *Bicycles occupy the entire travel lane and frequently travel at much slower speeds*
  - *Acknowledged support for bridge replacement*
- *Airport Management Report (see Attachment C)*
- *Meetings Attended/Scheduled*
  - *Rotary Lunch, Apr 16*
  - *Parking Lot Review, Apr 17*
  - *Rotary Service, Apr 18*
  - *KIHR Radio, Apr 20*
  - *Staff Mtg, Apr 20*
  - *Wasco CUP Hearing, Apr 20*
  - *SBP Tours, Apr 21*
  - *Spring Planning, Apr 21*
  - *Commission Mtg, Apr 21*
  - *Foundation, Apr 22*
  - *Staff Mtg, Apr 22*
  - *Comm. Thomas, Apr 22*
  - *Amazon Hearing, Apr 22*
  - *OPPA, Apr 23*
  - *Rotary Lunch, Apr 23*
  - *Admin Network, Apr 23*
  - *Bridge Strike, Apr 27*
  - *MCHA/CGHA, Apr 27*

- HRWSBA, Apr 27
- Staff Mtg, Apr 28
- HRWSBA Tolling, Apr 29
- Rotary Lunch, Apr 30
- Airport Lunch, May 4
- Budget Comm., May 5
- pFriem Qtrly, May 5
- Rotary Lunch, May 7
- Rotary Programs, May 7
- HRWSBA, May 11
- Staff Mtg, May 12
- Waterfront Planning, May 13
- HRWSBA Tolling, May 13
- Rotary Board, May 13
- Bi-State Rec Network, May 14
- Rotary Lunch, May 14
- KIHR, May 18
- Staff Mtg, May 19
- Commission Mtg, May 19
- Wash. DC Advocacy, May 20-22

#### **ADMINISTRATION – PATTY ROSAS**

- *Communications/Special Projects Report (see Attachment D)*

#### **REAL ESTATE/ASSET MANAGEMENT – AMANDA ROSE**

##### **Big 7 Building**

- *Hood River Heritage Council has officially vacated its space effective April 8. Staff are actively working with a prospective tenant to backfill the approximately 11,000 square feet, with strong interest in fully reoccupying the space.*

##### **Jensen Building**

- *staff have received the most recent Letter of Intent from Verizon and are coordinating closely to align potential installation with the upcoming roof replacement project.*
- *Tofurky continues to evaluate its long-term use of office space within the building*
- *Staff anticipate receiving the property inspection report within the coming week to support capital planning efforts.*

##### **Wasco Loop Building**

- *Columbia River Acupuncture continues to perform well and remains a stable tenant*

##### **Marina East**

- *Columbia River Acupuncture continues to perform well and remains a stable tenant*

##### **Marina West**

- *DMV is currently awaiting approval from the Oregon Attorney General's Office to proceed with lease execution associated with its relocation to the Wasco Building*

##### **Airport**

- *Lease negotiations continue as staff work to position agreements that support long-term operational and financial sustainability.*

##### **Maritime Building**

- *The Maritime Building continues to perform well and is meeting operational and financial expectations*

##### **Halyard Building**

- *pFriem continues to work closely with the Port to evaluate potential investment opportunities into the building, with both parties exploring partnership strategies to support future growth and long-term asset value.*

##### **Timber Incubator Building**

- *SKV LLC is expected to vacate its space by the end of April. Staff anticipate executing a new lease with individual SKV members by May 1 to maintain continuity of occupancy.*

##### **Hood River Museum**

- *Staff and County partners continue to collaborate on a new agreement, while the Facilities team is working with the Executive Director of the museum to install a new outdoor exhibit for community engagement.*

**Facility Department:**

- *Newly established leadership structure continues to perform well, with team leads thriving in their roles. Juan Tostado and Jayson Cole represented the Port at the Bridge Conference on April 14–16, further strengthening operational knowledge and industry alignment.*

**Wasco Court 1:**

- *Staff continue to work closely with SUM Design to advance the Conditional Use Permit through the planning process, with a key milestone scheduled for April 20.*

**Bridge:**

- *The Bridge underwent two scheduled overnight closures in April to support critical maintenance work, including expansion gasket installation and the initial placement of new electronic tolling signage. Additional signage installation remains forthcoming due to earlier mechanical delays.*

**RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER**

- *2026 Waterfront Event Schedule - available online (See Attachment E)*
- *2026 Waterfront Concession Roster - available online (See Attachment F)*
- *Cruise Ship Proposal- Follow Up : Staff communicated with Mr. Webster (The Fruit Company) to provide an update regarding the Port's intent to evaluate use of the Commercial Dock as part of the Strategic Business Plan development process.*
- *Commercial Dock Winter Moorage- Staff met with Captain Caputo (Cascade Locks Sternwheeler) to discuss potential winter moorage arrangements for the 2026–2027 season.*
- *Marina Subleasing- Staff has suspended marina subleasing due to continued misuse of the privilege and intends to recommend the elimination of subleasing in the 2026–2027 Marina Rules and Regulations.*
- *Concession Proposal Resolution- In April 2024, the Commission approved Resolution No. 2023-24-18, establishing guidelines for Waterfront Recreation Development and Concession Permits. At the time of approval, the Commission requested that staff provide check-ins each spring and fall to address any questions or updates (see Attachment G).*
- *Transition of Doug's Sports Watersports Operations- After many years of dedicated service, Doug's Sports is transitioning its watersports division to long-time employee and manager, Sail Schechter. Sail has been a familiar and trusted presence within the organization, bringing extensive experience, strong leadership, and a deep connection to the waterfront community. As part of this transition, the watersports operation will be rebranded as West Wind Watersports. This new chapter reflects both continuity and growth—maintaining the high level of service and expertise that customers have come to expect, while positioning the business for continued success under Sail's leadership. We appreciate the longstanding contributions of Doug's Sports to the waterfront and look forward to supporting West Wind Watersports as it carries this legacy forward. Please join us in congratulating Sail on this exciting opportunity.*
- *Concession Expansion- Cascade Kiteboarding has expressed interest in constructing a small elevated viewing deck above their existing storage trailer to support on-water observation. The concept raises a number of considerations, including structural safety, access, liability, and potential site impacts. These elements would require a more in-depth review if the proposal were to move forward. At this time, staff are not advancing this request.*
- *Beach Clean Up- CGW2 is orchestrating a SPIT clean up. With the fluctuating water levels there is an extraordinary amount of debris that is a hazard for watersports.*
- *Button Bridge Rd. Intersection- ODOT and contractor Aaken Corp will be working on the stoplights at the entrance to the Marina & Port Office the next 2 weeks during the night. They will stage their equipment in the DMV dirt gravel parking lot during that time.*

- *Cruise Ship dock cancellation- Staff was working with Captain Strickland from the 150' Pleasure Yacht Steadfast out of San Diego for a May visit. They are planning a tour up the Columbia. Unfortunately, they will have to anchor out due to the damage to the Commercial/Cruise Ship dock. We rarely get vessels like this in our area so it will be a treat to have them in Port.*



**CAPITAL DEVELOPMENT/PLANNING - MEGAN CHANNELL**

**Marina East and Marina West Request for Developer Interest:**

- *Responses to the Request for Developer Interest are due April 23, 2026. Interviews, if needed, will be held June 1 – 5, 2026. The Commission review of RFDI responses and staff input at the June 16, 2026 meeting.*

**Waterfront Transportation Improvements:**

- *Staff initiated the STIP amendment and Immediate Opportunity Fund grant amendment processes with ODOT, to update the scope from the Anchor Way extension to the roundabout design.*
- *Staff submitted the supplemental documentation for the EDA grant amendment, including updated financial forms and Section 106 consultation updates.*
- *The FY26 BUILD grant applications (Capital Construction Grant for Phase I: 2nd Street/Riverside Drive Roundabout (\$3.8M request) and Planning Grant for Phase II: 1st Street Realignment (\$950k request)) are under US Department of Transportation review. Per the Notice of Funding Opportunity, award notices are expected in June 2026.*
- *The FY27 Congressionally Directed Spending request through US Senator Wyden's and US Senator Merkley's offices for \$1 million in construction funding for Phase I: 2nd Street/Riverside Drive Roundabout is under review. Updates should be provided this summer.*
- *The project team is advancing the project design to the 60% design milestone and addressing ODOT's comments on the 30% design plan set.*
- *Related to ODOT's desire for a future jurisdictional transfer of Riverside Drive, ODOT confirmed that Riverside Drive west of 2nd Street was previously relinquished to the City of Hood River in the 1980s and is confirming that the section between 2nd Street and 1st Street has also been previously transferred. This finding will help support any future design exceptions needed for the roundabout.*
- *The project team is coordinating with ODOT on future construction bidding and project delivery needs. Should the Capital Construction BUILD grant be awarded, the Port may need to engage ODOT's Local Agency project delivery unit, as ODOT may need to serve as the certified agency to deliver a Federal Highway Administration (FHWA)-funded project.*
- *Staff is recommending contract amendments for KPFF and WSP to support design completion (see Consent Agenda for more information).*

**Waterfront Infrastructure Progress Report (see Attachment H)**

**Paid Parking Program:**

- *The Port has started to receive parking revenue through ParkMobile and Passport. Seasonal parking enforcement is being hired to support enforcement.*

**Port of Hood River Foundation:**

- *On April 2, 2026, the Port of Hood River Foundation received its first donation (\$100).*
- *Staff supported Commissioner Bieker's Airport Terminal presentation at WAAAM on March 31, 2026. There were approximately 25 individuals in attendance, with positive reception of the project and the need to support funding and fundraising through the Foundation.*
- *The first meeting of the newly appointed Foundation Board will be held on April 22, 2026, with a focus on Board governance and Foundation history, purpose and priorities.*

- *The Foundation website has been published and is available here:  
<https://www.portofhoodriverfoundation.com/>*

**Port Admin Building:**

- *Staff intends to initiate the Construction Management/General Contractor (CM/GC) delivery model for final design and construction for the new Admin Building remodel. This will require Commission direction, including adopting staff's prepared findings and an exemption for using this alternative delivery approach (planned for the May Commission meeting).*

**Commercial Dock Incident:**

- *On April 13, 2026 Lindblad Cruise Lines damaged a portion of the Commercial/Cruise Ship Dock while coming into Port. Linblad made the Port aware of the incident. Staff reported this to the Port's insurance agent, providing them with Linblad's Certificate of Insurance, and are working with both parties for next steps. The dock is currently closed until further notice and Linblad dockings have been suspended for the time being. Photos of the damage to the commercial dock are included below :*



**Other Activity:**

- *The Port's new Capital Projects and Operations Coordinator, Emily Curtis, started on March 31, 2026.*
- *Ongoing coordination with the federal government affairs team (Accelerate Strategies, made available to the Port through Business Oregon) to plan for the upcoming Washington D.C. federal engagement trip May 20 – May 22, 2026.*
- *Extended CAT's permit through April 5, 2026 for use of a portion of the Event Site for the Gorge-to-Mountain bus service.*
- *Megan Channell presented at the American Public Works Association (APWA) Washington Spring Conference on April 15, 2026 (in Vancouver, WA). The panel focused on the benefits of alternative delivery models through the perspectives of the client, consultant, and contractor and offered insight into the opportunities and challenges each faces throughout project development.*
- *Port staff (Megan Channell, Amanda Rose, Jana Scoggins and Patty Rosas) will be attending the WTS Scholarship and Awards event on April 22, 2026, which provides an opportunity to connect with regional partners and professional development for Port staff. Commissioner Thomas is no longer able to attend and her ticket has been refunded.*
- *Supported April 3, 2026 bridge closure and shadowed facilities crew to understand closure procedures.*
- *Met with Big Winds to discuss summer season priorities (March 19, 2026).*
- *Met with Steve Caputo (JettyLight) regarding potential for safe harbor/winter moorage for the Cascade Lock's Sternwheeler (March 19, 2026).*
- *Participated in peer exchange with Port of Camas/Washougal (March 30, 2026). Met with Doug's Sports to discuss upcoming concession season (April 1, 2026).*
- *Met with Portland Bureau of Transportation (PBOT) to share about the Port's new paid parking software and cashless payment policy (April 1, 2026).*
- *Participated in Bi-State Recreation Insights Meeting (April 9, 2026).*

**-###-**

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# BUILDING THE NEXT GENERATION TRADES CAREER DAY

WITH THE HOOD RIVER-WHITE SALMON BRIDGE PROJECT  
& REGIONAL BUILDING TRADES UNIONS

**Explore Careers • Hands-on Learning • Local Jobs**

Explore the Hood River-White Salmon Bridge project, learn how this major infrastructure investment will create local jobs in the trades, connect with construction unions, and discover pathways into apprenticeships and careers.

 **THURSDAY**  **TIME**  
**MAY 21, 2026** **10 AM - 3 PM**

BACK-UP DATE MAY 14, 2026

 **HOOD RIVER WATERFRONT LOT 1**

## CAREER IN THE TRADES =

-  Get paid to learn
-  Hands-on skills
-  No student debt
-  Good-paying jobs
-  Career pathways



### What attendees will experience

- Explore the bridge project
- Hands-on learning & equipment demos
- Connect with trades professionals
- Pathways into apprenticeships and careers



HOOD RIVER-WHITE SALMON  
BRIDGE REPLACEMENT

To learn more, contact Dan Mahr  
dan@mahrstrategies.com • 541-978-9000

BUILDING THE NEXT GENERATION

# TRADES CAREER DAY

WITH THE HOOD RIVER-WHITE SALMON  
BRIDGE PROJECT & REGIONAL BUILDING  
TRADES UNIONS

## About the event

The Hood River-White Salmon Bridge Replacement Project is partnering with regional construction trades unions to host a career day focused on construction careers and apprenticeship pathways. The bridge replacement project is one of many major regional infrastructure projects that will create opportunities for skilled tradespeople.

## About the Building Trades Unions

The Building Trades Unions represent skilled workers who build and maintain the region's infrastructure. They offer clear, real-world guidance on careers in the trades, including training options, available jobs, and pathways into apprenticeship programs.

## Why it matters

Not everyone is headed toward a four-year degree but everyone deserves access to a good-paying, respected career

## The Building Trades offer:

- Work-based learning
- Industry training
- Registered apprenticeships
- Credentialed careers
- Career-connected education

## Career opportunities in the trades:

- Ironworkers
- Laborers
- Electricians
- Plumbers / Pipefitters
- Carpenters
- Operating Engineers
- Cement Masons / Concrete Finishers
- Bricklayers / Masons
- Roofers / Waterproofers
- Sheet Metal Workers
- Painters / Drywall Finisher

## Who's invited

Students from area high schools will join Tribal partners, local leaders, and elected officials to learn about careers connected to the bridge project.

## DIRECTIONS AND TRANSPORTATION



Easy access from I-84. Free vehicle and bus parking with plenty of space available.



HOOD RIVER-WHITE SALMON<sup>140</sup>  
BRIDGE REPLACEMENT

To learn more, contact Dan Mahr  
dan@mahrstrategies.com • 541-978-9000

# Indian Creek Fuels Reduction

Thank you to local partners  
and AntFarm Youth Services



# When, Where, Who

- Date of work: March 23<sup>rd</sup> – 26<sup>th</sup>
- Location: Hood River, Indian Creek Corridor
- Land Ownership: Port of Hood River
- Fuels Crew: AntFarm Youth Services ([AntFarm Youth Services](#))
- Informational Trapline: Fire Risk Reduction Specialist (OSFM)
- Coordinating partners: Port of Hood River, City of Hood River, Hood River County, Pacific Power, and the Hood River All Lands Partnership





# Summary of the Crew's Experience

“The AntFarm fuels reduction crew recently completed a one acre fuels reduction project on the Indian Creek Trail in Hood River. It was an excellent opportunity for the crew to work in a different fuel type than they're accustomed to. Our work is primarily on the west slope of the Cascades, so it was great for the crew to work in a more frequent fire landscape and to learn more about the pine-oak woodland ecosystem that dominates the Hood River Valley. On the site we were able to reduce ladder fuels and invasive species (largely Armenian blackberry, English ivy, and holly). We spaced out individual tree crowns to return the site to a stand density more characteristic of mature forest in the region. This was accomplished largely by removing small diameter bigleaf maple and retaining the beautiful mature ponderosa pine and Oregon white oak present in the stand.

Our climbers had an opportunity to prune out dead and lower hanging limbs from the mature trees that were retained. Having climbing equipment available also allowed us to remove most of the English ivy from the trees, which could act as ladder fuel as it dries out after being girdled.

The residents using the trail (which remained open for the duration of the project) were exceptionally patient with the crew and seemed very positive and excited to see this sort of mitigation work occurring in the community. Plenty of homeowners left with educational materials supplied by OSFM, and I'm sure many will be taking a critical look at their own defensible space as we head into fire season.”

-Logan Hancock, Community Wildfire Defense Program Manager, AntFarm Youth Services

**Before**



**After**



**Before**



**After**



**Before**



**After**



**Before**



**After**



**Before**



**After**



**Before**



**After**



# Public Information

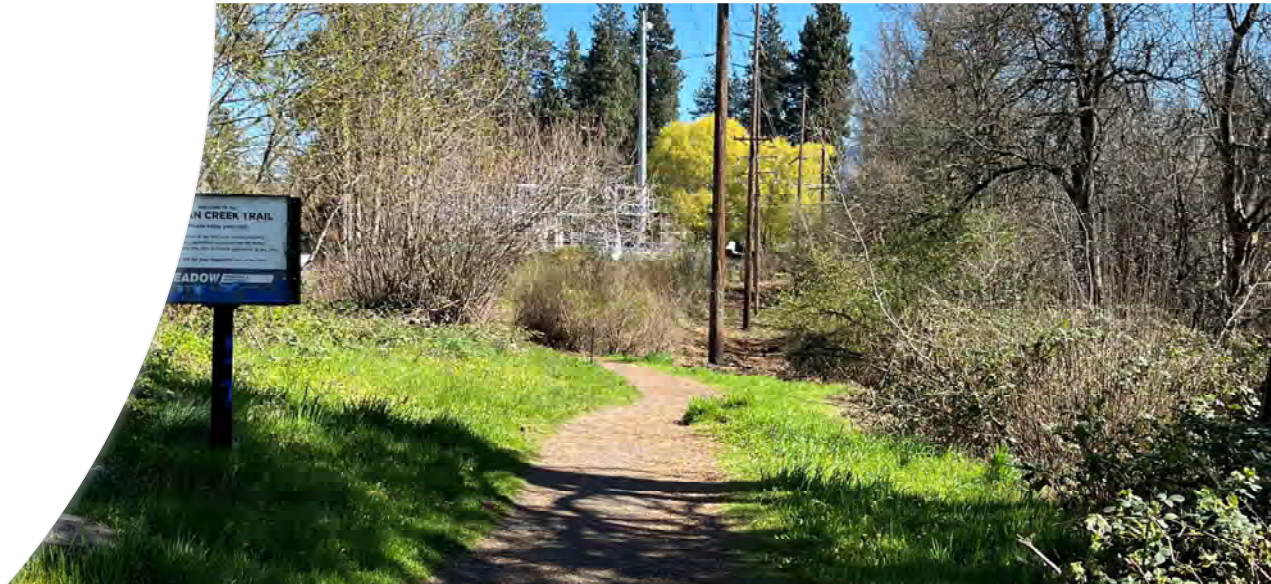


Photo Left, starting left: County Emergency Manager, Katie Skakel and OSFM Fire Risk Reduction Specialist, Andy Dwyer



## Bonus

Pacific Power contractors were clearing fuels along their Indian Creek power lines during the same week as the AntFarm Indian Creek fuels reduction project.





# Ken Jernstedt Airfield Monthly Report

## March 2026

**Prepared by:** Jeff Renard, Airport Manager, Aviation Management Services (AMS)

**Submitted to:** Kevin Greenwood

**Date:** March 17, 2026

**Location:** Ken Jernstedt Airfield (4S2), Hood River, Oregon

### Aircraft Traffic Count

- **March to date**                      **97**
- **2026 to date**                      **1121** flight operations
- **2025**                                      **10,869** flight operations
- **2024**                                      **10,328** flight operations

### Operational Updates



**2026 Total Fuel sales 4841 gallons YTD. (2025: 5672 gallons at the end of March.)**

Month	100LL Island	100LL Truck	Totals	Flow Fee \$0.10	Amount Paid	Date Paid
January	2125	515	2640	\$264.00	\$264.00	2/6
February	1260	627	1887	\$188.70	\$188.70	3/6
March	314	0	314	\$31.40		
April	0	0	0	\$0.00		
May	0	0	0	\$0.00		
June	0	0	0	\$0.00		
July	0	0	0	\$0.00		
August	0	0	0	\$0.00		
September	0	0	0	\$0.00		
October	0	0	0	\$0.00		
November	0	0	0	\$0.00		
December	0	0	0	\$0.00		
	3699	1142	4841	\$484.10		
	\$0.10	\$0.10	0			
	\$369.90	\$114.20	4841			

**T Hangar / Taxiway Construction:** Gallant Construction has started the excavation and the project is underway, the rain has caused a bit of a slowdown yet the plan is to pour the concrete footings on 3/18

**Facilities:** The Streich hangar required some additional attention to the abandoned chimneys. The maintenance hangar required a repair to stop the rain from coming in.

Need to get an additional quote for the Jeanette rd. site parking lot work.

We have gotten to the closeout portion of two of our FAA grants, we are waiting on the FAA concurrence to our reports.

**FBO RFP Preparation:** Has been prepared and is in the packet for your approval.

**FBO Minimum Standards:** The document has been prepared and is in the packet for your approval.

**Tree Removal:** The responses to the bid requests have been received, and are in the packet for your approval.

**Complaints/Issues:** Not enough flyable days.

**Meetings attended:** Port Meeting, Executive Director update

April 15, 2026

Memo: Updates from Gretchen Goss



### **Social Media**

- Social media is being handled by Port staff, with Mrs. Goss handling posts on a special request basis.

### **Newsletter**

- July Newsletter articles being brainstormed – new Terminal Building, update from HRWSBA, introduction of The Port of Hood River Foundation, Round-about update, new staff and new organization structure, Strategic Business plan update.

### **Port of Hood River Foundation**

- Continued collaboration with Megan Chanell
  - Website is live
  - First donation accepted by the Foundation
  - First Foundation meeting April 22, 2026

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Start Date	Multiple days- End Date	Event Name	Location	Description	Days/Times	Estimated # People
4/1/2026	10/1/2026	Rugby practice Every Tuesday 5:00 - 8:00 pm	Marina green	Columbia Gorge Rugby Club pick up and practice	Tuesdays	up to 50
4/15/2026	5/14/2026	HR Parks & Rec Youth Mini World Cup practice- Wednesdays & Thursdays 5:30- 6:30 pm	Marina Green	K-2 Youth soccer practice	Wednesdays & Thursdays 5:30- 6:30 pm	50
4/15/2026	9/23/2026	HRYC Wednesday Night Race Series				
4/29/2026	5/27/2026	HR Parks & Rec Youth Soccer Mini Soccer practice- Wednesdays 5:00-6:00 pm	Marina Green	3-5 yr olds soccer practice	Wednesdays 5:00-6:00	50-100
5/9/2026		Bristol Hospice Kite Festival & Memorial	Lot #1	Fundraiser for Bristol Hospice		50
5/9/2026		Columbia Gorge Wine and Art Festival- Parking	Marina Green	Overflow Parking for HRCEF fundraiser at Best Western	12:00-5:00p.m.	Up to 50 cars
5/21/2026		HRWSBA Construction Trades Career Day	Lot #1	Bridge replacement project and regional construction trades unions to host a hands-on career	10am-4pm	100-200
5/24/2026		CGW2 Gear Swap #1	Lot #1	Gear Swaps where people pay a fee to participate in order to sell their sporting goods	6:30am-1pm	300
5/30/2026	5/31/2026	Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters	Marina Boat Ramp/Guest Dock	Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp.	Saturday all day	40+ boats
6/8/2026		Wet Planet Kayak Camps	Marina Beach/Nichols	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.		36+ staff
6/13/2026	6/14/2026	Strut Women's Wingfoiling Camps	Marina Beach	Women's instructional wingfoiling camps		10 + staff
6/15/2026		Wet Planet Kayak Camps	Marina Beach/Nichols	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina		36+ staff
6/16/2026		Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters	Marina Boat Ramp/Guest Dock	Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp.	Saturday all day	40+ boats
6/22/2026		Wet Planet Kayak Camps	Marina Beach/Nichols	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina		36+ staff

6/27/2026	6/28/2026	Strut Women's Wingfoiling Camps	Marina Beach	Women's instructional wingfoiling camps		11 + staff
6/29/2026		Wet Planet Kayak Camps	Marina Beach/Nichols	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.		36+ staff
7/4/2026		Fireworks	Waterfront	Fireworks are launched from the Spit, the area is closed to the public	dark/ 10pm	10,0000
7/5/2026		CGW2 Gear Swap #2	Lot #1	Gear Swaps where people pay a fee to participate in order to sell their sporting goods	6:30am-1pm	300
7/6/2026	8/14/2026	Gorge Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	(5 sessions)day kids learn to sail camps	M-F	30
7/6/2026		Wet Planet Kayak Camps	Marina Beach/Nichols	Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park.		36+ staff
7/11/2026		Gorge Race hosted by Waterwalker	Stevenson/Bingen	Outrigger Canoe race from Stevenson to Bingen		300
7/12/2026		Gorge Ultra Distance SUP Downwind Race	Home Valley Start, Bingen Finish	17 mile Endurance Challenge SUP Race		
7/16/2026	7/18/2026	Gorge Downwind Paddle Champs- Canoe/Outrigger Race	Stevenson/Waterfront Park/Lot #1 parking	Outrigger Canoe race from Stevenson to the Waterfront Park.	Wind dependant for race days/times	800
7/18/2026	7/19/2026	Strut Women's Wingfoiling Camps	Marina Beach	Women's instructional wingfoiling camps		12 + staff
8/1/2026	8/2/2026	HRYC HR1D Regatta	Columbia River- HR Marina	J/70s & Moore 24s course racing		
8/1/2026		Pfriem Anniversary Party	Lot #1 for overflow parking/ Event held at the Waterfront	Octoberfest Celebration of german style beer. Featuring Grassland BBQ, variety of beer,	1-7pm	Over 500
8/8/2026		HRYC Double Damned	Columbia River- Cascade Locks to The Dalles	All sailboat classes- race		
8/10/2026	8/14/2026	ABK Windsurfing Clinics- #1 Session	Marina Beach	1- week- (5 day) windsurfing and wing foil camps	9-5	20
8/15/2026	8/16/2026	Gorge Challenge- Not Confirmed	Stevenson to Waterfront Park	H2O adventure race features 7-mile and 14-mile downwind courses for SUP, wingfoil,		

8/15/2026	8/16/2026	Strut Women's Wingfoiling Camps	Marina Beach	Women's instructional wingfoiling camps		13 + staff
9/6/2026		CGW2 Gear Swap #3	Lot #1	Gear Swaps where people pay a fee to participate in order to sell their sporting goods	6:30am-1pm	300
9/7/2026	9/12/2026	AWSI Trade Show- Private Event	Event Site & Lot #1	Private tradeshow for windsport gear. Distributors showcase products for retailers to purchase for the upcoming year	8-6, - 5 days	600
9/12/2026		AWSI Public Demo Day	Event Site	Public Gear Demo & Expo following the end of AWSI trade show	8-6	300
9/26/2026		Pfriem Oktoberfest	Lot #1 for overflow parking/ Event held at the Waterfront Park	Celebration of Pfriem craft beer live music, and lawn games.	1-7pm	Over 500
10/9/2026	11/9/2026	Hood River Harvest Fest- TruWest	Event Site & Lot #1	Food, crafts, beer, wine & artisans showcase their products for purchase. Music,	8-9, -3 days	10,000
10/16/2026	10/17/2026	Columbia Gorge Marathon-Breakaway Promotions	Event Site	1/2 Marathon, 10K, 5K Running races that start and finishes at the Event Site. Runners go throughout the valley.	6:00am-6:00pm	1000-1500
11/1/2026	Winter Parking	Meadows Employee Parking Agreement ES	Event Site Parking Lot	Guest & Employee Shuttle stop and parking		
11/25/2026	1/1/2027	Mt. Hood RR Polar Express Parking Agreement	South half of Lot #1	Parking overflow for 50-100 cars		
8/17/2026/21/2026	8/14/2026	ABK Windsurfing Clinics- #2 Session	Marina Beach	1- week- (5 day) windsurfing and wing foil camps	9-5	20

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<b>Concession</b>	<b>Locations</b>
<b>ACL</b>	Marina Jetty Outside Bollards
<b>Big Winds</b>	Hook
<b>Brian's</b>	Upper ES Dock- #4
<b>Cascade Kiteboarding</b>	Upper ES Dock- #1
<b>CGW2- Gorge Groms</b>	Hook
<b>Doug's HR Water Adventures</b>	Upper ES Dock- #5
<b>Gorge Jr. Sailing</b>	South Basin Dock
<b>Gorge Kite&amp; Wing School</b>	Upper ES Dock- #3
<b>Gorge Paddle Center</b>	Nichols Basin
<b>Gorge Sailing Ventures</b>	Marina Commercial & Guest Dock
<b>Hood River Outrigger Canoe Club</b>	Nichols Basin
<b>Hood River Pedicab</b>	Mobile Concession
<b>Hood River SUP &amp; Kayak</b>	Hook
<b>Hood River Yacht Club</b>	Club House & South Basin Dock
<b>Kite the Gorge</b>	The Spit
<b>Lindblad Cruise Lines</b>	Marina Commercial Dock
<b>Wylde Wind &amp; Water</b>	Lower ES Dock- #2

Description
4 large cruise ships 250' plus
SUP, Wing Foil- Lesson & rental
SUP, Kite, Wingfoil Lesson & rental
Kite & Wingfoil Lesson & Rental
SUP & Windsurf club
Kite & Wingfoil Lesson & Rental
Kids Sailing Program
Kite & Wingfoil Lesson & Rental
Kayak, SUP, Ebike lesson & rental
35' Sailboat Charter business
Canoe Club- Adults and children
Waterfron
Kayak & SUP lesson & rental
Dock Rental
Kite & Wingfoil Lesson & Rental
3 Cruise Ships 100-150'
Kids SUP & Wing Foil camps

**PORT OF HOOD RIVER**  
**Resolution No. 2023-24-18**

**A RESOLUTION SETTING WATERFRONT RECREATION DEVELOPMENT  
AND CONCESSION PERMITS**

**WHEREAS**, the Port of Hood River Board of Commissioners regulates the use of Port Property through its Property Ordinance, last adopted via Ord. No. 27 on May 16<sup>th</sup>, 2023; AND

**WHEREAS**, the Commission would like to create a policy for recreation concession proposals and recreation business development of the waterfront; NOW, THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

**Section 1. Divide Waterfront Recreation into four zones (See Exhibit A).**

- A. Zone 1:** Encompasses all Port-owned streets and land surrounding the Marina Basin including the boat ramp, Marina Green, Marina Park, Marina Moorage, Marina Beach, the Marina Jetty, and the East Waterfront Trail.
- B. Zone 2:** Encompasses all Port-owned streets and land surrounding Nichols Basin including Frog Beach, The Spit, Lot #1, the Central Waterfront Trail and Nichols dock.
- C. Zone 3:** Encompasses all Port-owned streets and land associated with the North Central Waterfront including the Event Site, North Central Waterfront Trail along the Jensen Building, and Jensen West parking area.
- D. Zone 4:** Encompasses all Port-owned streets and land surrounding the Hook including the Maritime East Parking, the strip of land to the East of the Water Treatment Plant, and the West Waterfront Trail.

**Section 2. Guidelines for all areas.**

- A. Presentations:** Public Comment 5-minute waterfront recreation business/concession proposals are allowed at any regular meeting Commission Meeting. Presentations considered for agenda items for a Commission meeting will be allowed twice a year, once in the Spring and once in the Fall.
- B. Food Carts:** No food carts on any Port property until the Port develops a dedicated food cart area with the required infrastructure.
- C. Floating over water buildings/structures:** The Port will not issue any permits for structures/buildings floating over water.
- D. Record of inquiries:** Staff will maintain a list of all waterfront concession inquiries and proposals to present to the commission annually.
- E. Existing Port Waterfront Concessions:** The Port will continue to issue annual permits to existing Concessions that have met the terms of the previous year's permit. The Port reserves the right not to renew a permit for non-compliance or the Commissions desire for different use of the area.

**Section 3. Guidelines by Zones**

**A. Zone #1- East Waterfront Marina Basin and surrounding area:**

- a. No new business development or new Concession permits will be issued in or around the Marina Basin until the Port has a better understanding of the needs of the Bridge Replacement Project Contractor.

**B. Zone #2- Nichols Basin and surrounding area:**

- a. No new business development or new Concession permits issued for the Nichols Basin area until the traffic circle/parking plan has been decided that will help to determine the development of North 1st St. that will provide new access points and upland accommodations.

**C. Zone #3- Northcentral waterfront from Jensen west to the east end of the Event Site:**

- a. No additional recreation concession rental/school permits available for this area.
- b. No new business development for this area.

**D. Zone #4- West waterfront Jensen east lot, The Hook, the area to the west of the Water Treatment Plant:**

- a. No Concession permits available for the end of the west end of The Hook.
- b. No Concession permits available for the East Maritime Lot.
- c. Staff should consider proposals for the area previously known as the Dog Park that parallels the Water Treatment Plant on the Southeast perimeter of The Hook.

**Section 4. Annual Review.** The Commission, through assistance by Port staff, shall annually review and change or adjust resolution at the Port Commission Spring Planning meeting and prior to the subsequent budget’s adoption.

**Section 5. Effective Date.** The effective date of this resolution is May 1, 2024.

**Section 6. Repealer.** All previous directives and/or policy resolutions regarding waterfront recreation concession/development permits are hereby repealed.


Adopted by the Board of Commissioners of the Port of Hood River this 23th day of April 2024.

**SIGNED**

DocuSigned by:  
  
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Kristi Chapman, President

**ATTEST**

DocuSigned by:  
  
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Michael Fox, Secretary

EXHIBIT A



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## Memorandum

Date: March 11, 2026

Subject: Waterfront Development Progress Report – March 2026

From: Scott Keillor; Jodi Mescher

To: Megan Channell; Kevin Greenwood  
Port of Hood River Commissioners

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### WATERFRONT DEVELOPMENT PROGRESS REPORT

#### Deliverables Status

Key tasks and deliverables completed through February 2026 include:

- Submitted BUILD grant applications for Phase 1 and Phase 2.
- ODOT 30% design review complete.
- Began progressing 60% design.

#### Upcoming Deliverables and Milestones

- IOF grant amendment pending review/approval by Business Oregon and ODOT to ensure revised scope aligns with original intent.
- EDA grant amendment.
- Initiate STIP amendment to follow EDA grant amendment.
- 60% design.
- WSP contract amendment (time extension and task funding).
- Detailed project schedule and permit matrix.

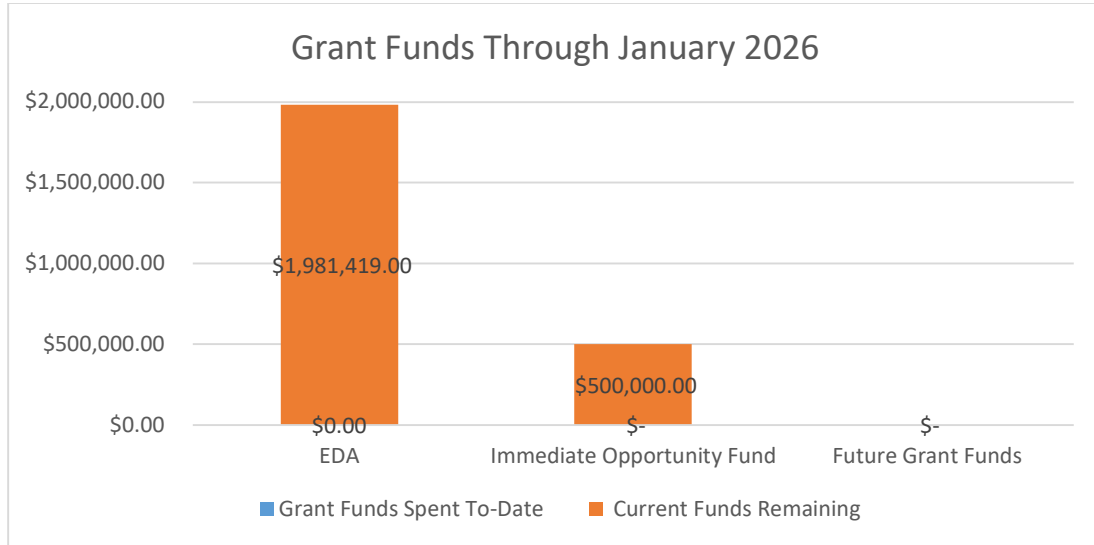
#### Budget Summaries

The following figure shows both the total grant funds spent and the remaining balances from the Coronavirus State Fiscal Recovery Fund, EDA Grant Fund, and IOF as of February 2026 (excluding KPFF invoice from January and February 2026). Please note that IOF funds are at risk and subject to coordination with ODOT and any future STIP amendments.

MEMO: Waterfront Development Progress Report

March 2026

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WSP Owner’s Representative (O/R) Contract spent is estimated at \$292,147 on non-contingent tasks (66%) through February 28, 2026.

Task Number	Task Name	Contract Value	Previous Billed	Total Billed to Date	Contract Balance	Percent Invoiced	Current Invoice
1.0	Project Management	62,759.15	57,468.09	58,404.12	4,355.03	93.06%	936.03
2.0	Grant Writing	151,620.71	106,242.11	128,482.99	23,137.72	84.74%	22,240.88
3.0	Grant Management	19,999.19	18,908.39	19,353.73	645.46	96.77%	445.34
4.0	Due Diligence	8,948.06	4,920.40	5,462.73	3,485.33	61.05%	542.33
5.0	Port and Agency Coordination	163,342.64	70,216.51	72,414.28	90,928.36	44.33%	2,197.77
6.0	Communications Materials	10,461.89	2,256.37	2,256.37	8,205.52	21.57%	0.00
7.0	YE Documents	5,032.14	4,490.41	4,490.41	541.73	89.23%	0.00
	Expenses	2,998.20	0.00	0.00	2,998.20	0.00%	0.00
	Sub_Sprout	15,000.00	1,282.50	1,282.50	13,717.50	8.55%	0.00
<b>Total</b>		<b>440,161.98</b>	<b>265,784.78</b>	<b>292,147.13</b>	<b>148,014.85</b>	<b>66.37%</b>	<b>26,362.35</b>

KPFF/DKS/Walker Macy Design Contract: Est. \$367,971 spent of \$487,000 budget (76%) through December 30, 2025.

	Fee	% Complete	Invoice		
			To Date	Previous	Current
<b>Project Management (includes ASR 1)</b>	76,237.60	81.71	62,293.74	62,293.74	0.00
<b>Site Evaluation and Data Collection (includes ASR 1)</b>	69,367.86	100.00	69,367.86	69,367.86	0.00
<b>ICE Revision (Reallocation of ASR 1 Contingency)</b>	30,898.68	100.00	30,898.68	30,898.68	0.00
<b>Design Engineering (includes ASR 1)</b>	297,373.86	65.53	194,860.61	186,661.57	8,199.04
<b>Stormwater Analysis (includes ASR 1)</b>	10,550.00	100.00	10,550.00	10,550.00	0.00
<b>Total:</b>	<b>484,428.00</b>	<b>75.96</b>	<b>367,970.89</b>	<b>359,771.85</b>	<b>8,199.04</b>

### **Risks and Mitigations**

1. STIP and IOF amendment approvals are required, or grant funds may be at risk.
  - a. Mitigation: Long-term need to work with ODOT on project design.
  - b. Mitigation: Long-term need to work with funding partners on project scope and schedule.
2. Potential time and construction material cost increases due to schedule delay to reach concurrency on RAB design.
  - a. Mitigation: Continue to coordinate with ODOT for efficient review times and agency coordination.

### **NEXT STEPS**

The design team will advance the 60% design phase, which is expected to be completed in early summer. Coordination with ODOT/Business Oregon will continue to update the existing IOF grant agreement, ensuring that the revised scope aligns with the original objectives and benefits of the IOF program. In response to EDA's request, tribal consultation will be initiated regarding the amended APE. The EDA team will evaluate whether the current Categorical Exclusion for NEPA compliance remains valid, as this is essential for securing federal funding.

The project team will further refine the project schedule to identify critical milestones for permitting and NEPA compliance. It is anticipated that federal and state permitting efforts will begin within this quarter to ensure all required permits are obtained, meeting federal requirements from funding partners such as EDA and FHWA.

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