



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, July 16, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. **Call to Order** – 5:00 PM
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)
 1. HRWSBA Aesthetics Committee – Assembling a Contingency Committee (*Written, Pg. 3*)
2. **Consent Agenda**
 - a. Approve Minutes from the June 11, 2024, Regular Session, and June 30, 2024, Special Meeting (*P. Rosas, Pg. 5*)
 - b. Approve Commissioner Committee Assignments for FY 2024-25 (*K. Greenwood, Pg. 13*)
 - c. Approve 2023 Annual Report of the Board of Commissioners (*K. Greenwood, Pg. 17*)
 - d. Approve Reappointments of Auditor, Legal Counsel, Insurance, and Record of Change for Health Plan Services (*D. Smith-Wagar, Pg. 23*)
 - e. Ratify Contract with Kiewit Infrastructure West Co. for Emergency Repairs to the Hood River Bridge (*K. Greenwood, Pg. 29*)
 - f. Approve Accounts Payable to Beery, Elsner & Hammond, LLP (*D. Smith-Wagar, Pg. 31*)
3. **Informational Reports**
 - a. Bridge Replacement Project Update (*Michael Shannon, Pg. 35*)
4. **Presentations & Discussion Items**
 - a. Bridge Incident Report (*K. Greenwood, Pg. 37*)
5. **Executive Director Report** (*K. Greenwood, Pg. 217*)
6. **Commissioner, Committee Reports**
7. **Action Items** – None
8. **Commission Call/Upcoming Meetings**
 - a. Regular Session – August 20, 2024
 - b. Regular Session – September 17, 2024
 - c. Regular Session – October 15, 2024
9. **Confirmation of Commission Directives to Staff**
10. **Executive Session** – None

11. Adjourn

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

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

From: [Bingen Mayor](#)
To: [Kevin Greenwood](#); kbertash@gmail.com
Cc: [Kristi Chapman](#); [Heather Gehring](#); [Tor Bieker](#); [Mike Fox](#); [Ben Sheppard](#)
Subject: Fwd: Damage to HR Bridge - Contingency Committee
Date: Saturday, June 29, 2024 4:15:29 PM

Hi Kevin and Commissioners,

I'm forwarding an email from the HRWSBA Aesthetics Committee who is offering their assistance if you are (or become interested in) assembling some form of contingency committee. I am a participant with that group which has pretty diverse representation from both States.

-Catherine Kiewit

----- Forwarded message -----

From: **Kate Bertash** <kbertash@gmail.com>
Date: Thu, Jun 27, 2024, 1:15 PM
Subject: Damage to HR Bridge - Contingency Committee
To: <mayor@bingenwashington.org>, <M.Frost@cityofhoodriver.gov>, <timothy.rogers@dot.gov>, <loren.wilson@dot.gov>, <ericw@hrwsba.gov>, <arthurb@hrwsba.gov>, <Terra.M.Lingley@odot.oregon.gov>, <casey.gatz@usda.gov>, <Christine.Stillman@usda.gov>, <holly.williams@parks.wa.gov>, <camarroquin1962@gmail.com>, <lauren@columbiariverkeeper.org>, <rudy@gorgefriends.org>, <gilkelly1@gmail.com>, <chris@preservewa.org>, <pj@pjportlock.com>, <sassmo@gmail.com>, <garyyoung.hoodriver@icloud.com>, <jkatcha@gmail.com>, Kate Bertash <kbertash@gmail.com>, <christine@bluemarblecreative.com>, <dpigsley@msn.com>, <PKinswagaiser@cowlitz.org>, <Roy.WATTERS@odot.oregon.gov>, <Robert.W.HADLOW@odot.oregon.gov>, <thomas.w.parker@dot.gov>, <misty.thorsgard@dot.gov>, <Mike.MORROW@dot.gov>, <Carol.SNEAD@odot.oregon.gov>, <Krystyna.Wolniakowski@gorgecommission.org>
Cc: Jason Long <jwlong@hntb.com>, Curtis LaPierre <clapierre@hntb.com>, Stephen Lea <slea@hntb.com>, smyers <smyers@masonbruce.com>, Michael Shannon <mwshannon@hntb.com>, Stacy Zurcher <stacy.zurcher@jla.us.com>, Anna Marum <anna.marum@jla.us.com>, Esme Schornstein <Esme.Schornstein@jla.us.com>

Dear Aesthetics Committee,

I'm sure we're all reeling from the same news that [an accident involving a semi on the Hood River Bridge](#) has closed it until critical repairs can be made. Many of us have discussed offline the fact **the current state of the Bridge necessitates a Community Contingency Committee to advocate for our emergency needs should the bridge be closed for any extended period.**

I'm sure it feels premature to get an email about an evolving situation, but I'm taking the risk to send it because there's never really a good time, and the best time might have been well before now. We have shared concerns between all of our towns that span from commuting to work, to urgent life-or-death matters like medical transport and evacuation.

As someone who this time last year had to flee with her family from the Tunnel 5 Fire with

SR-14 closed, the Hood River Bridge was our evacuation route. It's an unavoidable reality that we may endure the dangers of fire season and 4th of July fireworks without it. The Bridge Authority and the Port of Hood River work hard to attend to the safety of the structure we all use daily, and it's our job as the community around it to ensure our own needs are met no matter how long that takes.

I want to ask if the brilliant and connected folks on this email please use the power they have to help us find a suitable host for a Contingency Committee, or at least lend their support should we as the community have to do it on our own. I appreciate all everyone here did to reflect and enact a shared vision for the new bridge during our time together on the Aesthetics Committee. I am asking for your help again to find space for our voices when it matters most.

I believe we can keep up momentum and enthusiasm for a new bridge while not ignoring the reality for people who are impacted by the state of the current bridge. If you can support us on this or would otherwise like to participate, please let me know. Thank you for all you do in your many capacities as Gorge public servants, residents, experts, and leaders.

Best wishes,
Kate Bertash

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

Regular Session

PRESENT: Commissioners: Kristi Chapman, Heather Gehring (arrived at 5:06pm), Mike Fox, Ben Sheppard, and Tor Bieker. **Staff:** Kevin Greenwood, Daryl Stafford, Ryan Klapprich, and Patty Rosas.

ABSENT: Debbie Smith-Wagar

1. CALL TO ORDER: President Kristi Chapman called the meeting to order at 5:00 p.m.

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

b. **Open Public Hearing on Approved Budget for Fiscal Year 2024-2025** – President Chapman opened the public hearing at 5:00 p.m.

c. **Public Comment:** None

2. CONSENT AGENDA:

a. Approve Minutes from the March 21, 2024 Regular Session

b. Approve Contract with Kapsch for Maintenance Services

c. Approve Resolution No. 2023-24-20 Adopting Communications Plan

d. Approve Resolution No. 2023-24-21 Setting Rates, Fees, and Charges

e. Approve Task Order No. 11 with PSquare for Tolling System Services

f. Approve Agreement and Two Task Orders with Radcomp for IT services

g. Approve Lease with Hood River Distillers in Maritime Building

h. Approve Amendment No. 2 with Columbia Gorge News in Marina West Building

i. Approve SDIS Insurance Renewal for FY 2024-25 Employee Benefit Program

j. Approve Accounts Payable to Beery, Elsner & Hammond

k. Approve Resolution No. 2023-24-22 Adopting Methods of Payment for Parking

l. Authorize Letter of Support for the Bridge Replacement Project

m. Approve New Project Coordinator Job Position

n. Approve Resolution No. 2023-24-23 Authorizing the Budget Transfer for the FY 2023-24 Budget

o. Approve Contract with Aviation Management Services for Managing and Evaluating the Airport

Motion: Move to approve Consent Agenda with noted modification to Consent Agenda item 2(o).

Move: Fox

Second: Bieker

Discussion: A correction was made to Consent Agenda item 2(o) to remove the text in parentheses on Exhibit A, line item II(5) of the contract (located in Board packet page 132). A discussion followed regarding how the employee benefit program is selected and the costs associated with the program.

Vote: **Ayes:** Chapman, Fox, Sheppard, and Bieker

Absent: Gehring

MOTION CARRIED

3. INFORMATIONAL REPORTS: None

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **Port Forming a 501(c)(3)** – Kevin Greenwood, Executive Director, discussed the possibility of forming a 501(c)(3) nonprofit organization to attract donations and apply for grants for various areas, including the airport and parks. Staff estimated the initial setup cost for the nonprofit to be around \$5,000. After a discussion, the Commission reached a consensus to proceed with establishing the 501(c)(3), focusing on a broad mission to include the airport and potentially expanding to include waterfront recreation in the future.

5. **EXECUTIVE DIRECTOR REPORT:** Greenwood announced upcoming bridge lifts starting on June 24, which will be monitored by the Port’s mechanical and electrical engineer. Additionally, staff proposed extending the parking lot closer to the Maritime building to increase the number of parking spaces. The Commission discussed the proposal and decided to move forward with the additional parking spaces, ensuring that all necessary utilities are in place for future redevelopment of the area.

Greenwood also discussed the use of Marina Green for recreational use. Currently, the charge is \$15 for its use, but staff have received requests from recreation leagues, where teams are paying to participate. Staff recommended increasing the fee to \$25 per use to secure the schedule. The field remains free to those individuals dropping in.

The Centennial Bridge event is scheduled for October 6, with a bridge closure from 9:45 am to 12:45 pm. There will be a charge to participate, and no pets or bicycles will be permitted on the bridge. Greenwood mentioned the potential for a fun run across the bridge; however, concerns were raised about tripping hazards and liability issues. It was suggested that a walk might be a safer option due to the uneven deck and potential for injury. The Commission emphasized the need for adequate infrastructure to ensure participant safety.

The federalization of the existing bridge was also discussed, emphasizing the importance of not initiating any design or planning for its removal until after July 1, 2027. Commissioner Fox noted the need for careful consideration when building the foundation for the new bridge on the Oregon side, given the non-bedrock foundation of the current bridge and potential movement concerns. Greenwood mentioned that the North Apron easement negotiations with Terry Brandt are ongoing. Anne Medenbach, leasing agent, recommended installing windows in the Big 7 building, and staff are in the process of gathering quotes. Committee Assignments were also discussed. Lastly, Commissioner Fox recommended including two line items in WSP’s Progress Report: one for percent complete and another for percent spent.

6. **COMMISSIONER, COMMITTEE REPORTS:**

- a. **Hood River-White Salmon Bridge Authority** – Commissioner Fox reported that the Biological Opinion has been finalized and the Memorandum of Agreement with the Umatilla is expected to be finalized soon as well.

7. **Close Public Hearing on Approved Budget for Fiscal Year 2024-2025** – President Chapman closed the hearing at 5:47 p.m.

8. **ACTION ITEMS:**

- a. **Approve Resolution No. 2023-24-24 Adopting the FY 2024-25 Budget** – Greenwood noted that the Dues and Memberships were reduced by \$10,000. Another change was to increase the capital outlay in the Administration Fund Maintenance division by \$85,000 for two trucks that were not acquired in the prior fiscal year.

Motion: Move to approve the budget for Fiscal Year 2024-2025 in the total amount of \$51,217,850 and hereby impose the property taxes provided for in the adopted budget at the rate of \$0.0332 per \$1,000 of assessed value of all taxable property within the district.

Move: Fox

Second: Sheppard

Discussion: None

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

MOTION CARRIED

9. COMMISSION CALL: None

10. UPCOMING MEETINGS: No Discussion

11. CONFIRMATION OF DIRECTIVES:

- a. Correct Consent Agenda item 2(o) to remove the text in parentheses on Exhibit A, line item II(5) of the contract (located in Board packet page 132).
- b. Staff to proceed with establishing the 501(c)(3), focusing initially on the airport and potentially expanding its scope in the future.
- c. Staff to move forward with the additional parking spaces near the Maritime Building, ensuring that all necessary utilities are in place for future redevelopment of the area.
- d. Have WSP include two line items in their Progress Reports: one for percent complete and another for percent spent.

12. ADJOURN: The meeting was adjourned by unanimous consent at 5:51 p.m.

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary

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

Special Meeting

PRESENT: Commissioners: Kristi Chapman, Heather Gehring, Mike Fox, Ben Sheppard, and Tor Bieker. **Staff:** Kevin Greenwood, Daryl Stafford, Ryan Klapprich, Adam Busch, and Patty Rosas.

ABSENT: Debbie Smith-Wagar

GUEST: Justin Doornink, HDR; Eric Rau, HDR; Scott Reynier, Columbia River Insurance; John Brestin, Kiewit Construction; Jeff Ellis, Kiewit; Mayor Catherine Kiewit, Bingen; Raquel Ferrell Crowley, Central Washington Director.

- 1. CALL TO ORDER:** President Kristi Chapman called the meeting to order at 10:00 a.m.
- 2. STAFF REPORT/INTRODUCTIONS:** Commissioner Chapman explained that the purpose of the meeting was for the commission and staff to receive a report from the Port of Hood River's ("Port") structural bridge engineer of record, HDR Engineering, Inc. (HDR), They would hear recommendations from HDR and Kiewit Infrastructure West ("Kiewit"), deliberate, decide on a course of action, and, if necessary, authorize emergency contracting direction. The focus was on determining how the Port could safely reopen the bridge for public traffic as quickly as possible.

The commission, staff, and consultants had reviewed numerous comments, opinions, frustrations, and complaints regarding the incident. The Port's primary concern was the safe operation of the bridge, followed by the swift resumption of vehicular traffic. Due to the emergency circumstances, the commission did not receive public comments at the meeting. The Commission board room was open for public observation, and the proceedings were live streamed on the Port's YouTube channel.

President Chapman then handed the meeting over to Kevin Greenwood, Executive Director, for introductions. Greenwood provided a brief overview of recent events, noting that at 10:15 on Thursday morning, a semi-truck transporting a large excavator impacted six lateral members of the lift span structure above the travel lanes. The Port contacted HDR, their structural bridge engineer since 2014, who recommended closing the bridge to all traffic for further assessment.

Two parallel engineering activities have since been underway: assessing the current damage and planning for permanent repairs. Kiewit has reviewed HDR's processes and is leading the repair preparations. The Port will produce a report on the incident, including costs and legal issues, to be shared at the July 16th Commission meeting, where public comments will be shared.

- 3. BRIDGE ANALYSIS AND RECOMENDATIOIS:** Justin Doornink and Eric Rau presented their findings. They identified six damaged locations on the overhead portal braces and recommended the following:
 - a. Keeping the bridge lift span in place until all damaged bracing is repaired.
 - b. Allowing traffic under the bridge if there's sufficient clearance without raising the lift span.
 - c. Limit traffic to cars to mitigate the potential for another accidental strike to the overhead bracing while the bridge is in a damaged state.
 - d. Expediting final bridge repair plans and immediate repairs.

Next steps involve HDR finalizing repair plans and specifications and conducting repairs with Kiewit.

A discussion followed, concerns were raised about determining which vehicles should be allowed to cross the bridge, considering potential interference and weight. Doornink commented that the assessment found that weight is not a current issue, but limiting traffic to cars is beneficial. The main goal is to restrict vehicle height to prevent another accidental strike while the bridge is damaged.

John Brestin from Kiewit reported that they have been collaborating closely with the Port and HDR, primarily to conduct constructability reviews and peer reviews of the engineering assessments. Kiewit, a full-service engineering and construction firm hired to design the new bridge, has observed the Port and HDR acting swiftly and making prudent decisions.

Kiewit supports the Port's cautious approach to limit the vertical lift operation of the bridge and restrict traffic to cars and possibly recreational vehicles, while prohibiting commercial and truck traffic until permanent repairs are completed. Kiewit endorsed HDR's process for assessing the bridge's readiness for reopening to traffic following a vehicular strike, noting its consistency with standard emergency protocols.

Additionally, Kiewit will provide a formal peer review of the engineering analysis conducted by HDR. They anticipate HDR's submission to Kiewit for review within the next 48 to 72 hours. Kiewit has already provided constructability input, engaged suppliers and fabricators, and is prepared to procure materials and begin fabrication upon receipt of preliminary drawings from HDR, expected later today.

Construction is scheduled to begin after the holiday weekend on July 8th, starting with lead paint abatement and night closures to remove and replace damaged bridge members. Kiewit expects the work to be completed within approximately a week, with further updates on the schedule to follow.

Questions regarding the plan to reopen the bridge were addressed. Assuming agreement on motions later in the meeting, staff recommended reopening the bridge once 24/7 monitoring for truck traffic at entry points is established. Communications with the Department of Transportation (DOT) in the region were planned for later that day to notify them of the reopening. Greenwood added that with communication efforts underway, the bridge could reopen by early afternoon, around 1:00 p.m. or 2:00 p.m.

Commissioner Chapman clarified that truck traffic restrictions, once the bridge fix is fabricated and installed, those restrictions would be lifted, likely within the next two weeks. Further milestones and installation dates were discussed.

4. ACTION ITEMS:

a. Bridge Opening

- | | |
|--------------------|---|
| Motion: | Move to open the bridge to limited vehicular traffic as soon as they can achieve a security situation on both ends, and if they have dispersed the appropriate communications to DOT and other agencies. |
| Move: | Bieker |
| Second: | Fox |
| Discussion: | Concerns were raised about defining vehicle restrictions and enforcement before reopening the bridge. Greenwood commented that the Port plans to station visible staff at entry points with signage and walkie-talkies to enforce restrictions. Initially, they propose banning semi-trucks and similar freight-hauling vehicles, while RVs, typically below the height limit, may not be restricted due to lower potential for damage. |

Vote: **Ayes:** Chapman, Gehring, Fox, Sheppard, and Bieker
MOTION CARRIED

b. Permanent Fix

Motion: Move to direct Kiewit Construction and HDR Engineering, Inc. to complete design, procurement of materials, and construction of a permanent fix.

Move: Gehring

Second: Fox

Discussion: A question was raised about whether there is an intermediate repair standard that would make the bridge safe for all vehicular traffic without restoring the lift span's operation. Doornink clarified that the most economical and fastest way to implement the repair is to replace the damaged members in kind, which would restore the bridge's full capacity, including the lifting operation. He emphasized that this comprehensive repair approach is the quickest way to ensure both safety and functionality for all vehicles.

Vote: **Ayes:** Chapman, Gehring, Fox, Sheppard, and Bieker
MOTION CARRIED

c. Delegating Contract Approval Authorization

Motion: Move to delegate emergency procurement authority to the Executive Director up to a limit of \$1 million in total contracts related to the repair of the Hood River Bridge.

Move: Gehring

Second: Bieker

Discussion: None

Vote: **Ayes:** Chapman, Gehring, Fox, Sheppard, and Bieker
MOTION CARRIED

- 5. ADJOURN:** Commissioner Chapman expressed appreciation for the swift response, professionalism, and collaboration from all involved, including insurance agents, facility staff, Port staff, and the engineering teams. Commissioner Chapman gave a special thanks to Commissioner Fox for his dedicated efforts over the past 48 hours. A reminder was made about the urgent need for a new bridge, emphasizing that the current one will only continue to deteriorate, underscoring the importance of expedited funding for its replacement. The meeting was then adjourned by unanimous consent at 10:25 a.m.

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary

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Prepared by: Kevin Greenwood
Date: July 16, 2024
Re: Commissioner Committee Assignments



Each Port Commissioner has the opportunity to serve as the Commission’s representative on various internal and external committees and organizations. During the meeting on June 11, 2024, the Commission reviewed and provided feedback on the Committee Assignments document. Based on this feedback, the document has been updated and is attached for your review.

RECOMMENDATION: MOTION to approve Committee Assignments for fiscal year 2024-2025.

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Committee Membership and Term
2024-25 Fiscal Year
As indicated in Governance Policy

| Committee | Staff | Commissioners | Public - Term expiration in () | Appointed Term |
|--------------------------------|--------------------------------------|---|---|-------------------|
| Airport Advisory Committee | Airport Manager | Gehring, Bieker | Dave Koebel, Chair (26) Margo Dameier, Vice Chair (26) Doug Knight (26) Tad McGeer (26) Ken Musser (24) Andreas Von Flowtow (24) Matt Swihart (24) John Benton (WAAAM) Brook Beilin (FBO) | 3 years |
| Budget Committee | Executive Director, Finance Director | ALL | P1: Larry Brown (26) P2: John Benton (26) P3: Bonifacio Romero (24) P4: Brian Shortt (25) P5: Judy Newman (25) | 3 years staggered |
| Waterfront Recreation Advisory | Stafford | Sheppard, Gehring | Laird Davis (24) Mark Hickock (24) Mike Stroud (24) Doug Newcomb (24) Scott Tennant (24) Sherry Bohn (26) Joel Carmody (26) Todd Anderson (24) Carlos Cornelis (24) Aaron Baumhackl (24) | 3 years |
| Marina Committee | Stafford | Sheppard, Gehring | Josh Sceva (24) Steve Carlson (25) Steve Tessmer (24) Ted Lohr (24) | 3 years |
| Finance* (Internal) | Executive Director, Finance Director | Chapman (President), Bieker (Treasurer) | N/A | 1 year |
| Personnel* (Internal) | Executive Director | Chapman (President), Gehring (Vice President) | N/A | 1 year |

** Commission members determined by Governance Policy according to officer elections held annually at the first meeting in July.*

Organizational Appointments

| Organization | Staff | Commissioners | Other Members | Term |
|--|---|----------------------------|--|--|
| Internal Bridge Committee | Greenwood, Klapprich | Fox, Bieker | As Needed | 1 Year |
| Hood River Urban Renewal Agency | Greenwood | Gehring, Sheppard | 7 City Council Members + 2 Port | 4 years, staggered (Expires: 12/31/24) |
| Hood River County Energy Council | N/A (no longer member, but their charter has spot for Port) | None | 8 municipal representatives | 2 years |
| Hood River County Economic Development Group | Greenwood | N/A | Cascade Locks and Hood River City and Port Executive Directors, facilitated by MCEDD staff | N/A |
| OneGorge Advocacy Group | Greenwood | All | Informally organized group | N/A |
| Hood River County Chamber of Commerce and Visit Hood River | N/A | Gehring, Chapman alternate | 15 Member board, Port member is ex-officio | N/A |
| Oregon Public Ports Association (OPPA) | Greenwood | President | Large roster of Ports throughout Oregon | N/A |
| Oregon Airport Managers Association | Airport Manager (Jeff Renard) | Bieker | Large roster of GA airports throughout Oregon | N/A |
| Hood River Rotary Club International | Greenwood | Sheppard | Large roster of community business leaders | N/A |

Prepared by: Kevin Greenwood
Date: July 16, 2024
Re: 2023 Annual Report



Per ORS 777.140(2), an annual report is required to be filed with the Board and formally submitted for inclusion in the public record. This essential document not only records the Board's achievements but also shows the public the goals and initiatives of the Commission.

Attached for your review and approval is the 2023 annual report. Staff will prepare the 2024 annual report in early 2025.

RECOMMENDATION: MOTION to approve the 2023 annual report

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Port of
HOOD RIVER

**2023 ANNUAL REPORT OF THE
PORT OF HOOD RIVER BOARD OF COMMISSIONERS**

This Annual Report is filed with the Port of Hood River Board of Commissioners by the President, Vice President, Treasurer, and Secretary pursuant to ORS 777.140(2). The report highlights the major events and accomplishments of the previous calendar year. It is available at the Port office and is formally submitted for inclusion in the public record.

1. Approved Amendment No. 2 to Contract with HNTB for Project Management Services Related to the Bridge Replacement Project
2. Approved Moorage Use Agreement with Lindblad Expeditions, LLC at the Marina
3. Approved Lease with Hood River Yacht Club in the Marina
4. Approved Resolution 2022-23-4 Approving Changes to Vtoll Billing Cycle Timeline
5. Approved Resolution 2022-23-5 Amending the Donation and Fee Waiver Policy
6. Approved CHUBB Bridge Insurance Policy for 2023
7. Authorized Request for Formation of Single-Property Urban Renewal District for Lot 1
8. Approved Project Delivery Approach for the Bridge Replacement Project
9. Approved Resolution 2022-23-6 Authorizing Non-Revenue Bridge Passage for the Confederated Tribes of Umatilla Indian Reservation (CTUIR)
10. Approved Resolution No. 2022-23-7 Authorizing Non-Revenue Bridge Passage for the Confederated Tribes of the Warm Springs Reservation of Oregon
11. Approved Resolution No. 2022-23-8 Authorizing Non-Revenue Bridge Passage for Federally Recognized Tribes and the Columbia River Inter-Tribal Fish Commission
12. Reappointed Judy Newman to the Budget Committee for a 3-Year Term
13. Approved Addendum No. 1 to Lease with Crestline Construction in the Marina Park #1 Building
14. Approved Renewal of SDIS Insurance Policies
15. Authorized Application to the Business Oregon Port Planning and Marketing Fund for the Lower Mill Site Market Analysis and Feasibility Study in the Amount of \$50,000
16. Authorized Issuance of E. Anchor Way, 1st Street Architecture & Engineering RFP
17. Approved Amendment No. 10 to Contract with WSP USA, Inc.
18. Authorized Signing Commission Formation Agreement (CFA) for the Hood River-White Salmon Bridge Authority (HRWSBA)
19. Approved Resolution Authorizing Increase in Bridge Load Limit
20. Approved Janitorial Services Contract for the Port Properties with Allied Maintenance, LLC
21. Approved Allowance to Sublease to Ferment for Grasslands BBQ in the Jensen Building
22. Approved IGA with ODOT for Unified Certification Program for Disadvantaged Business Enterprises
23. Approved Issuance of Bid Solicitation for Underwater Pier Concrete Repairs on the Bridge
24. Approved Resolution 2022-23-10 Authorizing Application to the EDA Public Works & Economic Adjustment Assistance Grant Program
25. Approved Contract with Merina and Company for Consulting Services
26. Approved Amendment No. 3 to Contract with HNTB for Project Management Services Related to the Bridge Replacement Project

27. Authorized Notice of Intent to Award and Negotiations with ECONorthwest for Lower Mill Site Market Analysis and Feasibility Study
28. Approved Lease with Hood Aero in the Bow Hangar at the Airport
29. Approved Operations Agreement with Hood River Soaring at the Airport
30. Approved Amendment to Goods & Services Agreement with Duncan Solutions for Paid Parking System on the Waterfront
31. Approved Task Order 1 with Radcomp for Port Server Migration and Upgrade
32. Approved Res. No. 2022-23-11 Establishing Toll Revenue Use Policy (Repealed by 2022-23-14)
33. Approved Safekeeping Agreement with Stifel, Nicolaus & Company
34. Approved Addendum No. 2 Lease with Wolf Ceramics in the Big 7 Building
35. Authorized Reading Ordinance No. 27: Regulating Conduct on Port Property (ORS 198)
36. Authorized Issuance of Bid Solicitation for Miscellaneous Truss Repair
37. Approved Res. No. 2022-23-13 Commencing Public Process for Funding HRWSBA Activities
38. Authorized Award of Contract to Advanced American for the Underwater Pier Repairs Project
39. Approved Resolution No. 2022-23-14 Establishing A Tolling Revenues Use Policy
40. Approved Amendment No. 1 to Lease with Gorge Paddling Center LLC at the Nichols Basin
41. Nominated Commissioner Michael Fox to Serve on the HRWSBA
42. Approved Amendment No. 4 to IGA with ODOT for Consultation Services Related to Bridge Replacement with 50% reduction of Contract
43. Approved Amendments to MSA with HDR Engineering for Bridge Engineering Services
44. Approved a Property Tax Levy at the Rate of \$.0332 per Thousand of Assessed Value for FY23-24
45. Approved the FY 2023-24 Budget (as amended)
46. Approved Amendment No. 4 to IGA with ODOT for Consultation Services Related to Bridge Replacement (100% contract)
47. Approved Purchase Agreement with Quadiant for Postage Machine Not to Exceed \$11,550
48. Approved Purchase Agreement with Sheppard's for Lawnmower Not to Exceed \$18,250
49. Approved Ordinance 27: an Ordinance Regulating Conduct on Port Property
50. Approved Resolution No. 2022-23-12 Setting Waterfront Parking Rates, Fees, Zones, and Hours
51. Approved Notice of Intent to Proceed with Negotiations with KPFF for E. Anchor Way, N. First Street and Utilities Design & Engineering Project
52. Approved Notice of Intent to Award to Abhe and Svoboda for Misc. Truss Repairs Project
53. Approved Maintenance Agreement Extension Contract Term with Kapsch
54. Approved Issuance of RFP for Financial System Software
55. Approved Contracts with Boswell Consulting, Thorn Run Partners, and Summit Strategies for State and Federal Government Affairs Consulting Services
56. Approved Resolution No. 2022-23-15 Authorizing the Budget Transfer for the FY 2022-23 Budget
57. Approved Resolution No. 2022-23-16 Adopting the FY 2022-23 Budget
58. Approved Resolution No. 2022-23-17 Setting Rates, Fees, and Charges
59. Approved Contract Renewal with Radcomp for IT Services
60. Approved Contract with Wiss Janney Elstner for Wire Rope Project Management
61. Approved Task Order 9 with Psquare for Electronic Tolling System Services
62. Approved Lease Agreement with Cloud Cap, Inc. at the Wasco Building
63. Approved Helicopter Hangar Lease with Cloud Cap, Inc. at the Airport
64. Approved Resolution 2022-23-19 Authorizing All E-Tolling Operations 10PM - 6AM All Days
65. Approved Resolution 2022-23-18 Naming The Hoby Streich Hangar at the Ken Jernsted Airfield
66. Oaths of Office for Commissioners Tor Bieker and Kristi Chapman

67. Reappointed Columbia River Insurance as Insurance Agent-of-Record for FY 2022-23
68. Reappointed Pauly Rogers and Company, P.C. as Auditor for FY 2022-23
69. Approved Amendment No. 4 to Contract with HNTB for Consulting Services Related to Bridge Replacement
70. Approved Addendum No. 1 to Lease with Columbia Gorge News in the Marina Park #2 Building
71. Approved Insurance Policy with CHUBB for HRWSBA (\$2M Coverage)
72. Approved Contract with KPFF for AE/Design Contract for E. Anchor Way/N. First St. Project
73. Approved Task Order No. 3 to the Professional Services Agreement with Precision Approach Engineering (PAE) for Consulting Services for the Fuel Tank Project at the Ken Jernstedt Airfield
74. Approved Resolution No. 2023-24-1 Authorizing Toll Increase to Fund HRWSBA
75. Approved Lease with Northwave, Inc. in Suite 120 of the Jensen Building
76. Approved Addendum No. 3 to Lease with Earth and Muscle in Marina Park #1 Building
77. Approved Lease Extension with Aletta Wilson, LMT in Suite 101 of the Marina Park #1 Building
78. Approved Amendment No. 2 to the FBO Agreement with Hood Aero at the ken Jernstedt Airfield
79. Approved Resolution 2023-24-2 Approving Check Signing Authorization for Port Bank Accounts
80. Approved Resolution No. 2023-24-3 Establishing Accounts Receivable Policy
81. Approved Security Worker Position Authorization
82. Approved Commissioner Committee Assignments
83. Approved Resolution No. 2023-24-4 Creating an Internal Bridge Committee
84. Approved Agreement with ODOT for I-84 Closures
85. Approved Lease with Blue Mountain Networks in the Big 7 Building
86. Approved Resolution No. 2023-24-5 Declaring Surplus Property
87. Approved Contract with Ecological Land Services for Wetland Mitigation Project at the Airport
88. Approved SaaS Agreement with Tyler Technologies for Financial Accounting Software
89. Approved Resolution 2023-24-6 Establishing Monthly Meeting Schedule
90. Approved Contract with James Dean Construction for Lower Mill Wetland Mitigation and Site Grading Project
91. Reappointed Dave Koebel and Margo Dameier to the Airport Advisory Committee for a new 3-year term ending June 30, 2026
92. Approved Lease with Columbia River Acupuncture in the Marina Park #1 Building
93. Approved Amendment No. 3 to FBO Agreement with Hood Tech Corp., Aero Inc.
94. Appointed Doug Knight and Tad McGheer to Airport Advisory Committee for a Three-Year Term
95. Approved Grant Agreement with U.S. Economic Development Administration for Waterfront Roads and Utilities Project
96. Approved Contract with Coffman Engineering in the Amount of \$62,777.20
97. Approved Purchase of Variable Message Sign in the Amount of \$21,150
98. Approved Amendment No. 11 to Contract with WSP for Engineering Services Related to Bridge Replacement
99. Ratified Sublease Agreement between Ferment Brewing and Camp 1805 in the Jensen Building
100. Approved 2024 Marina Rules & Regulations Update
101. Approved Resolution 2023-24-7 Adopting Financial Policy
102. Approved Resolution 2023-24-8 Changing Marina Boat Launch Parking Lot Rates
103. Approved Amendment to Lease with Oregon DMV in the Marina West Building
104. Authorized Renewal of SDIS Property/Casualty Insurance Policy for 2024
105. Approved Executive Director Employment Agreement
106. Approved Resolution 2023-24-9 Lowering the Load Limit on the Bridge

The President, Vice President, Secretary, and Treasurer are proud of the work accomplished by our Commission and Staff. We look forward to an equally successful 2024. This Annual Report is submitted to the Port of Hood River by:

Kristi Chapman, President

Heather Gehring, Vice President

Tor Bieker, Treasurer

Michael Fox, Secretary

Prepared by: Debbie Smith-Wagar
Date: July 16, 2024
Re: Agents of Record



Best practice is to identify agents of record including insurance, audit, and legal services.

For health insurance, we are recommending a change.

Given the lack of engagement from our current agent of record for the Port's healthcare benefits (HUB Insurance), Port staff has been independently researching available programs over the past few years. This process has been quite demanding, as it required identifying suitable benefit plans for our employees while ensuring cost-efficiency for the Port.

During our search, we found that Olson Insurance Group demonstrated exceptional expertise and initiative. On June 12, 2024, Port staff met with their representative, Kristi Hart, to discuss the comprehensive services they offer. Olson Insurance Group not only provides a range of services related to employee benefits, including employee advocacy and compliance support at no additional cost to the Port, but also conducts market research to identify the most beneficial programs for both the employees and the Port. For a detailed overview of their services, please refer to Attachment A.

After careful consideration, staff recommends appointing Olson Insurance Group as our new Agent of Record for the Port of Hood River Group Health Plan to assist with next year's health benefit package research. It is important to note that Olson Insurance Group will complement our current commercial insurance provider, Columbia River Insurance, and will not replace them.

For general liability insurance, staff recommends keeping our current agent, Scott Reynier of Columbia River Insurance. Scott has been the Port's insurance agent for many years and understands Port operations and needs.

For audit, the Port recently concluded a request for proposals and agreed to continue with Pauly Rogers and Co. as their financial statement auditors. Pauly Rogers has been auditing the Port for more than ten years.

For legal services, the Port recently entered into a contract with Beery Elsner and Hammond for legal services. Staff recommends continuing with this firm for legal counsel.

RECOMMENDATION: Motion to approve Resolution No. 2024-25-1 declaring agents of record for Health Insurance, General Liability Insurance, Legal Counsel, and Auditors.

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Olson Insurance Services

Throughout our history, Olson Insurance has made it a priority to build relationships – both with our clients as well as with our carrier partners. We are dedicated to ensuring your employee benefits meet your needs for attracting and retaining quality employee, while finding solutions that fit your budget.

We are extremely proud of the exceptional reputation we've earned with our insurance carrier partners. We currently serve on Agent Advisory Councils PacificSource Health Plans, Moda Health and Atrio Health Plans and HealthNet (and previously completed terms as trusted advisors to Regence BlueCross BlueShield of Oregon and United HealthCare). We leverage our excellent carrier relationships to the benefit of our clients.

Services provided to you at no additional cost:

- **Comprehensive Annual Market Analysis**
- **Employee Communications** – Custom Member Guide (large group)
- **Employee Advocacy** – Intervention with carriers and escalation
- **Compliance:**
- **Full-Service COBRA Administration** for groups with 20 or more employees – (administered thru a third party TPA)
 - Initial Notices
 - Qualifying event notices
 - Handling of billing and premium collection and submission
- **Summary Plan Description (SPDs) and required Annual Notices**
- Reporting of Annual Creditable Coverage to Center for Medicare Services (CMS)
- **HR service** – Compliance and Human Resource platform thru **Zywave** (Comprehensive HR tools, including HR Hotline (employers over 50 employees), employer and employee newsletters, wellness plan resources, documents, compliance HR tools and more!)
- Assistance with implementation and administration of **Section 125 Plans**
- Assistance with **Employee Assistance Programs (EAPs)**
- Assistance with implementation and administration of **Health Reimbursement Arrangements (HRAs) or Health Savings Accounts (HSAs)**
- Provide **online Benefit Administration** thru **EaseCentral** (employee onboarding/offboarding)

We are proud of the services we offer and look forward to enhancing our capabilities. It is truly be a pleasure getting to work with you and we appreciate the opportunity to continue as your business partner.

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PORT OF HOOD RIVER
Resolution No. 2024-25-1

**A RESOLUTION DECLARING AGENTS OF RECORD FOR HEALTH
INSURANCE, GENERAL LIABILITY INSURANCE, AND AUDITORS**

WHEREAS, the Port of Hood River has certain requirements under State law to identify agents of record; AND

WHEREAS, best practice is to do this once a year, via resolution, at the beginning of the fiscal year; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Health Insurance: The agent of record shall be Olson Insurance Group.

General Liability Insurance: The agent of record shall be Scott Reynier of Columbia Insurance Group.

Auditor: The audit firm of record shall be Pauly Rogers and Co.

Legal Counsel: Beery Elsner and Hammond.

Adopted by the Board of Commissioners of the Port of Hood River this 16th day of July, 2024.

SIGNED

Kristi Chapman, President

ATTEST

Michael Fox, Secretary

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Prepared by: Kevin Greenwood
Date: July 16, 2024
Re: Ratification of Kiewit Infrastructure West
Emergency Contract



This contract can be found in the After Action Report (AAR) Exhibits document found in the Presentations and Discussions Item part of the agenda.

At their June 30th special emergency meeting, the Commission delegated emergency procurement authority to the Executive Director up to a limit of \$1 million in total contracts related to the repair of the Hood River Bridge. Though the initial preliminary cost estimate submitted by Kiewit was \$515,000, the actual contract includes a not to exceed \$1 million provision due to unforeseen discoveries. As such, the Commission should ratify the Executive Director's approval on the contract.

The entire repair effort – as noted in the AAR – is estimated to cost as much as \$1, 135,000 and is currently underway.

RECOMMENDATION: MOTION to ratify an emergency bridge repair contract with Kiewit Infrastructure West for an amount not to exceed \$1 million.

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Prepared by: Debbie Smith-Wagar
Date: July 16, 2024
Re: Accounts Payable Requiring Commission Approval

| | |
|---|--------------------|
| Beery, Elsner & Hammond, LLP | \$12,545.00 |
|---|--------------------|

Attorney services per attached summary

| | |
|--|--------------------|
| TOTAL ACCOUNTS PAYABLE TO APPROVE | \$12,545.00 |
|--|--------------------|

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Beery, Elsner & Hammond, LLP

1804 NE 45th Ave
Portland, OR 97213-1416
(503) 226-7191
Tax ID #93-1234801

June 1, 2024

Port of Hood River
1000 E. Port Marina Dr
Hood River, OR 97031
dsmith-wagar@portofhoodriver.com

Our File: PORTHR

SUMMARY OF ACCOUNT

NEW CHARGES PER ATTACHED STATEMENT(S)

| <u>Matter</u> | <u>Balance Forward</u> | <u>Payments & Credits</u> | <u>Total New Charges</u> | <u>Balance Due</u> |
|-------------------------------------|------------------------|-------------------------------|--------------------------|--------------------|
| AIRPORT-Airport | 0.00 | 0.00 | 3,274.50 | 3,274.50 |
| GENERAL-General | 2,575.00 | 0.00 | 2,824.50 | 5,399.50 |
| PERSON-Personnel | 275.00 | 0.00 | 0.00 | 275.00 |
| REALPROP-Real Property Transactions | <u>3,713.00</u> | <u>0.00</u> | <u>301.50</u> | <u>4,014.50</u> |
| TOTAL | 6,563.00 | 0.00 | 6,400.50 | 12,963.50 |

LEGAL FEES (per the attached itemization): \$ 6,400.50

DISBURSEMENTS (per the attached itemization): \$ 0.00

Balance (current bill) \$ 6,400.50

Previous Balance Due \$ 6,563.00

Total Payments and Credits \$ 0.00

TOTAL BALANCE DUE \$ 12,963.50

Beery, Elsner & Hammond, LLP

**1804 NE 45th Ave
Portland, OR 97213-1416
(503) 226-7191
Tax ID #93-1234801**

July 9, 2024

Port of Hood River
1000 E. Port Marina Dr
Hood River, OR 97031
dsmith-wagar@portofhoodriver.com

Our File: PORTHR

SUMMARY OF ACCOUNT

NEW CHARGES PER ATTACHED STATEMENT(S)

| <u>Matter</u> | <u>Balance Forward</u> | <u>Payments & Credits</u> | <u>Total New Charges</u> | <u>Balance Due</u> |
|-------------------------------------|------------------------|-------------------------------|--------------------------|--------------------|
| AIRPORT-Airport | 3,274.50 | 0.00 | 1,312.50 | 4,587.00 |
| GENERAL-General | 5,399.50 | 2,575.00 | 3,758.50 | 6,583.00 |
| PERSON-Personnel | 275.00 | 275.00 | 0.00 | 0.00 |
| REALPROP-Real Property Transactions | <u>4,014.50</u> | <u>3,713.00</u> | <u>1,073.50</u> | <u>1,375.00</u> |
| TOTAL | 12,963.50 | 6,563.00 | 6,144.50 | 12,545.00 |

LEGAL FEES (per the attached itemization): \$ 6,144.50

DISBURSEMENTS (per the attached itemization): \$ 0.00

Balance (current bill) \$ 6,144.50

Previous Balance Due \$ 12,963.50

Total Payments and Credits \$ 6,563.00

TOTAL BALANCE DUE \$ 12,545.00

HRWSBA

Replacement Bridge Project Update

Port of Hood River Coordination

Port Admin Relocation

- FHWA has approved the HRWSBA to track local funding spent prior to the INFRA grant agreement and use them as local match for the INFRA grant. This decision allows the Authority to move forward with the Right of Way coordination with the Port.
- The project team has continued to coordinate with FHWA on the relocation and acquisition process related to the POHR facilities. FHWA has instructed the project team not to move forward with acquisition activities until the Section 6f use conversion of the parking lot and boat ramp are better understood, and clear commitments for the treatment of the protected resource are made. The project team is coordinating a meeting with FHWA NPS OPRD in the next two weeks. The Port will be included in those meetings as it relates to the Port facilities.
- FHWA is allowing the project team to move forward with relocation planning activities, which will allow the project team to begin occupant interviews and surveys. The project team will reach out to Port staff to coordinate these activities.

Port Tenant Relocation (No update)

- Tenant relocation will be done in coordination with the Port Relocations activities.

Port Real Property Transactions

- Kiewit is advancing the base design and construction methodology that will finalize the area of impact to Port facilities. A meeting is being scheduled with Kiewit to finalize the impact areas to allow relocation/acquisition process to move forward.

Construction Laydown Area (No update)

- Kiewit is finalizing the bridge type, which will determine the construction methodology a meeting is being scheduled to identify needed laydown area.

6(f) Mitigation (No update)

- NPS and OPRD have approved the revised 6(f) boundary in the Marina area based on coordination with the Port and HNTB.
- Once project footprint in 6(f) boundary is determined by Kiewit, land appraisals by HNTB team will be completed on encumbered 6(f) land (area around Port office). This is expected to occur in fall winter 2024. Per 6(f) rules, appraisal of replacement mitigation recreation land must also be done and the replacement land qualifies for mitigation if it has an equal or higher fair market value than encumbered

6(f) land. The proposed mitigation land must also not have been used for recreational historically or currently.

- The Port has identified potential offsetting mitigation land west of the Marina on former industrial land. Appraisal of this land will need to occur in parallel to appraisal of impacted 6(f) land.
- Meeting with OPRD and NPS in March 2024 indicated that the conversion process and implementation of recreational features on the conversion land do not need to be completed prior to the start of construction. Both agencies need to have approved the conversion approach prior to 6(f) impacts occurring.
- Recommend a follow up meeting with OPRD and Port later this summer to discuss potential 6(f) mitigation land and check in on schedule.

4(f) Mitigation (No update)

- The WSP NEPA team and ODOT are completing a re-evaluation of properties in the project footprint on Port property to determine if they have aged into classification of being historic properties. Properties 50 years old or older can qualify as being historic under Section 106 of the NHPA and 4(f). The evaluation should be completed in late June. It is expected that the existing draft *de minimus* 4(f) determinations will be maintained during this re-evaluation.

-Submitted by Michael Shannon, Project Director

Prepared by: Kevin Greenwood
Date: July 16, 2024
Re: After Action Report & Exhibits



Attached is the After Action Report (AAR) and Exhibits summarizing the events from Thursday, June 27th when a semi-truck impacted cross trusses on the Hood River Bridge. The Executive Director will give an update on new findings since the Report's completion. Scott Reynier, Columbia River Insurance; and Justin Doornink, HDR Engineering, will be in attendance as well.

RECOMMENDATION: Informational.

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AFTER ACTION REPORT

SEMI TRUCK DAMAGE TO THE HOOD RIVER BRIDGE

JUNE 27, 2024

Kevin M. Greenwood, Executive Director

Presented to the

Board of Commissioners

July 16, 2024 Regular Meeting

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1. PURPOSE
 2. BACKGROUND/TIMELINE OF ACCIDENT
 3. SAFETY CONSIDERATION
 4. COMPLIANCE WITH PORT POLICIES/STATE LAWS
 5. DAMAGE TO BRIDGE
 6. AGENCY COORDINATION
 7. PUBLIC COMMUNICATION
 8. PRELIMINARY COSTS / INSURANCE ASSESSMENT
 9. RECOMMENDATIONS
 10. CONCLUSION
- EXHIBITS

1. PURPOSE

The purpose of this After Action Report (AAR) is to provide a document that summarizes the events related to a bridge incident on June 27, 2024. AARs help people learn from the event by analyzing what happened, why it happened, and how to improve. The goal of an AAR is to inform future planning and execution if a similar event were to occur. At the end of this report will be recommendations.

I do want to thank Ryan Klapprich, Facilities Manager, for his quick action on June 27th; HDR and Kiewit for working through the night to assess what took place under trying circumstances; Commissioner Michael Fox for providing valuable guidance and expertise in the hours and days following the accident; and the entire Port Commission in providing clear guidance to open the bridge as quickly as possible upon hearing a favorable report from the engineers. The Port's number one priority is safety, and, number two, is opening the bridge as quickly as possible for the most users.

This AAR was produced less than two weeks after the June 27th incident. The repairs are currently underway, but other elements of this report continue to be investigated. Staff encourages feedback from the Commission on this report and changes can be made to ensure the report is comprehensive.

2. BACKGROUND/TIMELINE OF ACCIDENT

On Thursday, July 27th at 10:15 am, a semi-truck carrying a lowboy trailer with an excavator being followed by a spotter vehicle – travelling southbound -- impacted six lateral braces above the travel lane beneath the lift towers and portal. The initial impact shook the bridge cameras, popped the excavator driver side door open and caused material to billow off the trailer. The truck did not stop until damaging five more cross trusses and continuing another 200-ft. past the lift span. At that point, the driver hopped out, closed the excavator door, and continued through to the toll plaza.

Port personnel were first made aware of any problem at 10:19 am when the toll takers heard an impact with the southbound sign over Lane 4. Valorie Worth, one of two toll takers on duty at the time, contacted Ryan Klapprich, Facilities Manager, who after inspecting the bridge contacted HDR, the Port's structural bridge engineer of record at 10:52 am. It took approximately 37 minutes for port

staff to realize the full extent of damage and contact HDR. After additional photos were obtained and shared with HDR, Justin Doornink, Bridge Engineer, recommended that the bridge be closed at 11:30 am. At 11:34 am, Klapprich instructed his staff to begin bridge closure. The last vehicle came through the toll plaza at 11:51 am. It took 17 minutes to clear the bridge upon the initial order.

At this time, the American Cruise Line vessel, *American Pride*, was in Port scheduled to disembark from the Port at 7:00 am Friday morning. The American Pride does not require a bridge lift, but Kevin Greenwood, Executive Director, asked for an engineer's assessment of bridge safety before allowing the vessel to proceed under the bridge.

In conversations between the Port and engineers, the Port asked for an assessment of (1) safety allowing vessels to transit under the bridge, (2) safety of allowing vehicular traffic back on the bridge, and (3) safety of conducting a bridge lift.

HDR completed calculations by Thursday evening and Greenwood texted Robert Harrigan, captain of the American Pride, that they would likely be able to proceed after quality control was completed. At 6:29 am on Thursday, Greenwood reported that HDR had given the thumbs up to proceed which they did without incident. It should be noted that at least two barges had transited under the bridge during this time.

Over the next 24 hours, HDR and Kiewit engineers continued an assessment on the current bridge conditions with the intent of releasing an executive summary and full report in advance of a 10am special emergency commission meeting.

At the special emergency meeting on June 30th, Doornink made the following recommendations: (1) keeping the bridge lift span in place until all damaged bracing is repaired, (2) allowing maritime traffic under the bridge if there's sufficient clearance without raising the lift span, (3) limit traffic to cars to mitigate the potential for another accidental strike to the overhead bracing while the bridge is in a damaged state, and (4) expediting permanent bridge repair plans and immediate repairs.

Based upon the report from HDR, the Commission unanimously passed the following motions: (1) opened the bridge to limited vehicular traffic as soon as staff can achieve a security situation on both ends, and if they have dispersed the appropriate communications to DOT and other agencies, (2) directed Kiewit Infrastructure and HDR Engineering to complete design, procurement of materials, and construction of a permanent fix to the damage, and (3) delegated emergency procurement authority to the Executive Director up to a limit of \$1-million in total contracts related to the repair of the bridge.

The June 30th meeting (video is archived on the Port's YouTube channel ... <https://www.youtube.com/live/yrgCBVZrwz0?si=POxTARDI53CrOIf>)

Staff prepared for the bridge's opening by releasing a social media post shortly after noon. A message was left on the ODOT operations voice mail and the sign was not updated until early Monday morning. Port signs were updated Sunday afternoon as were WSDOT signs.

After scheduling traffic control at both ends of the bridge with the purpose of engaging any semi-trucks that attempted to cross the bridge, the Port opened the bridge for traffic at 2:00 pm on

Sunday. The Port scheduled additional services with Hood River Security to assist with traffic control.

On July 2nd, HDR, Kiewit, and the Port reviewed a schedule for the permanent repairs and Greenwood agreed to a 7:00 pm to 7:00 am closure period. This schedule was shared with the public at 5:00pm. Over the next few days, the Port received several emails, phone calls from businesses (i.e. primarily restaurants) objecting to the closures. Greenwood discussed the objection with Commission President Kristi Chapman and there was support for proceeding with the closure schedule.

Emergency contracts with HDR and Kiewit were executed the afternoon of Friday, July 5th and pre-construction meetings continued through the morning and afternoon of Monday, July 8th preparing for the 7:00 pm bridge closure.

Exhibits: (A) timeline of day, (B) June 30th draft meeting minutes

3. SAFETY CONSIDERATION

According to Charles Young, Hood River County Emergency Manager, the National Incident Management System (NIMS) uses an Incident Complexity Guide to evaluate incident types. A Type 5 incident can be as simple as a vehicle fire or response to a sick person. A Type 1 event would include a tornado, tsunami or some other incident that has a high level of responders. Young felt that this was likely a Type 3 incident due to “conditions or actions that may persist with a medium probability of a cascading event or exacerbation of the current incident.” The full guide is available as an exhibit to this report.

The Facilities Manager in an inspection of the bridge from a Port truck did not see loose or unstable beams or trusses. Hard hats are worn by facilities crew members when flagging or working, not typically during inspections from vehicles.

The Facilities Manager did conduct a safety discussion with the crew after the bridge was closed. Reminders regarding attention to detail were reinforced and stressed importance of safety.

[Port management should take NIMS courses, including IS-100 (Introduction to the Incident Command System) and IS-200 (ICS for Single Resources and Initial Action Incidents).]

Exhibits: (C) NIMS Incident Complexity Guide

(<https://www.fema.gov/sites/default/files/documents/nims-incident-complexity-guide.pdf>)

4. COMPLIANCE WITH PORT POLICIES/STATE LAWS

The Port has a number of policies and procedures that it utilizes for emergency circumstances like this incident. In addition, the Executive Director conferred with the Port’s legal counsel regarding state emergency provisions. This section will review how staff complied with those rules.

Communications Plan (Res. No. 2023-24-20 approved June 11, 2024).

The purpose of this plan is to set in place the necessary policies and protocols to optimally communicate with Port constituents, stakeholders, and partners.

The Plan includes a section on Public Notifications on Emergency Bridge Notifications. Port staff notified the public as soon as Facilities Manager confirmed with HDR that the bridge should be closed. Executive Director, Executive Assistant and Facilities Manager crafted an appropriate message that was released before noon.

Emergency Action Plan (originally approved July 21, 2009; revised version noted in April 21, 2015 Executive Director's report)

The purpose of the EAP is to outline procedures in the event of a fire, natural disaster, work-place violence, intruder, or other emergencies. *[EAP section for bridge damage/emergency should be added]*

Because personnel and telephone numbers frequently change, this plan should be reviewed on a regular basis and updated as often as necessary. As the event unfolded, dozens of phone calls were made, but a call list was not utilized. *[Though contact information in the document is old, port staff utilized current phone numbers, emails on their phones and desktops. An annual task would be to update contact information. This would include creating more email groups that would include local, state, and federal agency liaisons and elected officials.]*

Emergency Meetings and Public Contracting Rules

Port legal counsel, Ashleigh Dougill, Beery Elsner & Hammond, was contacted by the Executive Director at 5:07 pm on the day of the accident to discuss whether the incident merited an emergency. Dougill felt that it met the statutory definition of an emergency and assisted the Executive Director in developing findings establishing the emergency which are included as an exhibit. This allowed staff to alert the media and commission members with less than 24-hours' notice. The meeting scheduled for Sunday, June 30th at 10:00 am was noticed on 3:49 pm on Friday, June 28. A special meeting requires at least 24-hours' notice, so the Port met the notice requirement of a special meeting.

Since findings were made as to the emergency nature of the event, the Port was eligible to proceed with a direct appointment for contracts. At the June 30th meeting, the Commission granted emergency authority to the Executive Director to sign contracts related to the repair not to exceed \$1 million. Three contracts were signed including a time and materials contract with HDR for \$381,635.00 for engineering (executed July 7th), Kiewit Infrastructure for \$1,000,000 (though the estimate was for \$514,681.06) for construction (executed July 7th), and Wiss Janney & Elstner for \$24,935.60 for mechanical and electrical work on the lift span (executed July 9th). The Kiewit not to exceed amount of \$1 million should have been the only approved contract by the Executive Director. As such, the contract will be placed on the Consent Agenda for the Commission's July 16th regular meeting.

Exhibits: (D) findings of emergency status, (E) Kiewit contract, (F) HDR work order, (G) WJE task order.

5. DAMAGE TO BRIDGE

Three HDR engineers arrived on scene Thursday afternoon after the accident. Justin Doornink, Project Manager; Eric Rau, Senior Bridge Engineer; and Mark Schneider, Bridge Inspector, conferred

with Klapprich. HDR utilized the port’s 40-ft. lift to inspect the damage. Once the initial field reconnaissance efforts were concluded, an expedited high-level assessment of the bridge was initiated. The assessment considered both vertical and lateral response of the bridge, which was informed by review of the existing plans, the current 2020 load rating, and observed damage. The assessment generally compared loads, forces, and capacities of the bridge in the damaged condition to baseline values documented in existing plans and reports.

The full HDR team that worked on the analysis included individuals with PE and SE licenses and three PhDs.

HDR BRIDGE ENGINEERING TEAM

| | Ph D | Oregon | | Washington | | Other | |
|-------------------|------|--------|----|------------|----|-------|----|
| | | PE | SE | PE | SE | PE | SE |
| Mike Lamont | | X | X | X | X | X | |
| Mike Bertram | | X | | X | | X | |
| Justin Doornink | X | X | | | | | |
| Eric Rau | | X | | | | X | |
| Jeff Svatora | | | | | | X | |
| Mikal Mitchell | | X | | | | X | |
| Carly Clark | | X | | | | X | |
| Mark Schneider | | X | | X | | X | |
| Tim Link | | X | | | | X | |
| Binaya Pudasaini | X | X | | | | | |
| Santosh Timilsina | X | X | | | | | |
| Tony Messmer | | X | | X | X | X | |

Thursday evening, Port Commissioner Michael Fox, who also serves on the Hood River White Salmon Bridge Authority (HRWSBA) offered up the assistance of Kiewit Infrastructure West to provide third party review of HDR’s work as well as provide emergency repair services to the Port. As Kiewit Infrastructure has familiarity with the region, the existing bridge, local officials, and had just completed a competitive procurement to earn the bridge replacement contract, the offer seemed prudent and generous on behalf of Kiewit and the Bridge Authority.

Representatives from Kiewit Infrastructure evaluating HDR’s processes included John Brestin, PE, Washington; Walter Eggers, PE, Washington; Claudio Osses, PE, Oregon and Washington. Additional engineering support from the Kiewit design team included Jorge Nazal, Wanying Zheng, EIT; and Patryk Wolert, PE, Washington. Brian Ruegge also provided temporary construction support. Ruegge is a PE, but not currently licensed in Oregon or Washington.

The Port of Hood River Board of Commissioners scheduled an Emergency Special Meeting for Sunday, June 30th at 10:00 am to receive a report from Doornink and Rau. Since their arrival in Hood River Thursday afternoon, HDR, along with observation by Kiewit Infrastructure, WSDOT and ODOT engineers, worked to produce three documents for the Port. On Sunday morning, HDR released a 38-page report entitled “2024 Portal Damage Assessment”, a one-page executive summary of the same name, and a slide deck that was presented to the Commission. Doornink estimated that his

group spent approximately 140 hours leading up to the report that was released on Sunday morning.

Based upon the recommendations from HDR, the Commission agreed to open the bridge to vehicular traffic. The reports and presentations are included as exhibits in this report.

On July 1, Joel Boothe, ODOT Bridge Operations Manager, contacted the Port and HDR noting that part of the Federal Highway Administration requirement for bridge hits that result in a bridge closure is the creation of a Critical Finding Report and Damage Inspection Report. As of July 9th, those reports are being completed by HDR and ODOT.

Exhibits: (H) HDR Executive Summary; (I) HDR Report; (J) HDR PowerPoint presentation

6. AGENCY COORDINATION

911 was not contacted, nor would it have been warranted. The Executive Director, Executive Assistant and Facilities Manager contacted their agency peers via active phone or email contacts. DOT operations were contacted to update I84/SR14 signs alerting the public to the closure and subsequent opening. Patty Rosas, Executive Assistant, emailed the sign verbiage to contacts at WSDOT and ODOT, but the email was forwarded to others. There was a delay in getting the WSDOT signs updated on Sunday alerting the public to passenger vehicle only crossings, but the signs were accurate early Monday morning.

DOT CONTACTS FOR VARIABLE MESSAGE SIGNS

| | | | |
|-------------------------------|----------|--------------|--|
| Variable Message Sign - ODOT | | | Kathleen.M.FREITAG@odot.oregon.gov Dan.T.SHANAHAN@odot.oregon.gov |
| Variable Message Sign - WSDOT | Rob Klug | 360-905-2182 | klugr@wsdot.wa.gov BrusseR@wsdot.wa.gov |

The Executive Director received phone calls from the ODOT Region 1 Administrator, WSDOT SW Washington Regional Administrator and Hood River County Emergency Manager asking how they could aid. Texts were made to several officials with updates largely coordinated with social media posts. Dozens of texts, phone calls and emails were made during the 24 hours after the closure.

[Staff will develop more email groups based upon specific needs. For example, additional groups would include fire chiefs, law enforcement, local agency managers, state agency managers, federal agency managers, local elected officials, state elected officials, federal field reps, and industry groups.]

[A telephone check list should be updated to include current title holders and phone numbers in prioritized order. Executive Director, Executive Assistant and/or Facilities Manager should make calls as quickly as possible.]

7. PUBLIC COMMUNICATION

The Executive Assistant, Facilities Manager, and Executive Director conferred to develop and edit social media posts. Notices were posted to Trip Check, Facebook and X (Twitter) and emails were

sent to the following Constant Contact email lists: BreezeBy list (34,873 contacts), BreezeBy opt ins (50 contacts), Staff (30 contacts), Media (10 contacts), The Chamber (4 contacts), and Ports (5 contacts). *[Staff will develop more email groups based upon specific needs. For example, additional groups would include regional (state/Portland) media, national media.]*

A summary of the social media posts is included as an exhibit to this Report.

Following the Port's Communication Policy, the posts focused on giving concise, clear guidance with an effort to let the public know when subsequent posts would be issued. Another strategy utilized was to add updates to the original post. This was used in the first day of notices and allowed notices and comments to be tracked in the original post to allow readers the opportunity to see how the event unfolded during the day.

There was some confusion from time to time. For example, a reference to "members on the bridge at the time were struck..." was interpreted by some that actual people were hurt which was clarified in the subsequent notice.

The June 30th emergency meeting post included a link to the Port's YouTube channel. After the meeting a tabulation showed over 1300 views during the meeting, and, as of June 9th, over 1800 views had been registered. The engineering reports were posted to the Port's meeting website late Sunday evening. *[Engineering reports could have been posted on the website with a link via a subsequent social media post earlier in the day as there was some interest in reading the documents.]*

The July 2nd post which released the construction schedule began a heated online discussion regarding the twelve-hour work shifts between 7:00 pm and 7:00 am. The Executive Director (ED) suggested the 7-7 time knowing that it would adversely affect some nighttime businesses. The decision was not made without concern for those businesses, but businesses that open early in the morning were also considered. Changing work schedules within the closure was also problematic from a messaging perspective. Twelve-hour schedules were the most efficient for completing work as quickly as possible for the highest number of users. ED felt that a quick decision was important to allow design and work to be scheduled and completed as quickly as possible for most drivers. *[The commission may want to discuss whether there is a better way to assess twelve-hour closures. Staff could work in advance with Chambers of Commerce, processors and/or community groups to agree to preferred hours during certain times of the year.]*

Exhibits: (K) table of public comments, (L) summary of social media posts.

8. PRELIMINARY COSTS/INSURANCE ASSESSMENT

Thursday afternoon, the Port's insurance agent of record, Scott Reynier, contacted Greenwood to confirm the incident and discuss approach. Reynier followed up with Hood River Police Officer Don Cheli to confirm initial facts and to obtain a police report. As of July 9th, it appears that the truck owner (I V RILEY MATERIALS, INC, Bingen, Wash.) had insurance coverage but the vehicle involved was not included on the schedule. In addition, the Port's bridge insurance policy has a \$1-million deductible which includes loss of income coverage, though it only applies after 15 consecutive full days of loss. The policy deductible was raised from \$500,000 in early 2024 saving \$60k in annual premium payment. Staff intends to exercise the policy for eligible expenses over \$1M. The FY2025

budget shows the Bridge Fund with an ending fund balance of \$3.4 million. The \$1M premium will be paid from fund balance. Any balance remaining in the Bridge Fund at the time of the new bridge opening (Oct 2029) will be transferred to the Hood River White Salmon Bridge Authority (HRWSBA).

[The Commission should discuss whether the bridge premium should be reduced back to \$500k when the annual policy is renewed in January 2025.]

A preliminary estimate of the costs related to the accident will equal over \$1.1 million. The Commission at their June 30th emergency meeting gave the Executive Director (ED) authority up to \$1 million in signing authority on contracts related to the accident. Since that time, the ED has signed contracts with Kiewit, HDR and WJE and issued Notices to Proceed for those firms. In addition, the ED approved additional staffing with Hood River Security for traffic control services. The Finance Director estimated that the toll loss from June 27 – July 7 was \$135,000.

As the FY2025 budget did not include adequate authority for this expenditure, the Finance Director will be preparing a budget amendment at some point this fiscal year.

BRIDGE ACCIDENT PRELIMINARY EXPENSES

(in thousands; as of 7/9/2024)

| | | | |
|--------------|-----------------|-----------|--------------|
| Kiewit | Construction | \$ | 515 |
| HDR | Engineering | \$ | 382 |
| WJE | Lift Check | \$ | 25 |
| Port/HRS | Traffic Control | \$ | 63 |
| Port | Toll Loss | \$ | 135 |
| Port | Staffing | \$ | 15 |
| TOTAL | | \$ | 1,135 |

Exhibits: (M) Columbia River Insurance memo, (N) social media statement from Riley Materials, (O) traffic counts, (P) revenue loss, (Q) police report.

9. RECOMMENDATIONS

Based upon the findings in the AAR, I am suggesting the following recommendations to the Port Commission:

1. Port Management should take National Incident Management System courses, including IS-100 and IS-200, coordinating with the Hood River County Emergency Management Office.
2. The Emergency Action Plan (EAP) focuses on fire, natural disaster, work-place violence, intruder and other emergencies. Add a section to the EAP based upon bridge emergencies.
3. Create a checklist of updated agency, media and stakeholder contact information.
4. Create additional e-mail lists for notice distribution.
5. Post support documents on the Port’s website as soon as they are made available to the public.
6. Discuss a public process utilizing chambers of commerce, industrial businesses and other stakeholders for developing 12-hour preferred schedules based upon months or seasons. The preferred schedules would be added to the EAP.

7. Discuss whether the bridge insurance deductible should be reduced back to \$500,000 when the annual policy is renewed in January 2025.
8. HDR will be studying after the repair is complete ways to construct safety features to more quickly alert errant drivers and/or Port staff that an impact has occurred. The Port will discuss options for additional safety features and include them in future budgets.

10. CONCLUSION

I am immensely proud of the Port's staff for their swift response to the accident. The toll staff promptly contacted Ryan Klapprich, Facilities Manager, who did an excellent job assessing the situation, coordinating with the Port's engineering team, and overseeing the repair efforts on behalf of the Port. Patty Rosas, Executive Assistant, deserves commendation for her work in drafting, editing, posting notices, and managing responses throughout the weekend.

Kenton Chandler and Hood River Security provided invaluable support by ensuring 24/7 traffic control to prevent semi-trucks from crossing the bridge during repairs, a service that will continue until the completion of the work. Debbie Smith-Wagar, Finance Director, provided crucial data on traffic and revenue impacts, with her front office staff handling numerous inquiries effectively. Scott Reynier, the Port's long-time insurance agent at Columbia River Insurance, played a pivotal role in monitoring and leading discussions with various insurance companies and agencies.

Port Commissioner Michael Fox, also serving on the Hood River White Salmon Bridge Authority, initially recommended Kiewit Infrastructure West as a resource for third-party engineering review and emergency construction services. His dedication and countless volunteer hours significantly raised public awareness of the project and supported consulting teams with invaluable guidance.

Additionally, dedicated teams from HDR and Kiewit spent three consecutive days assessing the damage, enabling the Port Commission to decide, informed by their findings, to reopen the bridge to passenger vehicles just 72 hours after the accident—much quicker than anticipated.

This incident underscores the need to review and enhance the Port's processes. Although construction of the replacement bridge is slated to begin in October 2025, this accident emphasizes the urgency of its replacement. We are hopeful that the Oregon and Washington state legislatures will allocate necessary funding during the upcoming legislative session to expedite the realization of the new bridge.

Respectfully submitted by Kevin M. Greenwood, Executive Director

EXHIBITS TO FOLLOW



AFTER ACTION REPORT

SEMI TRUCK DAMAGE TO THE HOOD RIVER BRIDGE

JUNE 27, 2024

EXHIBITS

EXHIBITS

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| EXHIBIT A |
|--|
| TIMELINE OF EVENTS ON JUNE 27TH THROUGH ENGINEERING TEAM ARRIVAL |
| 10:14:28 – Port Camera (08-Bridge North) shows a semi-truck with a “low boy” trailer carrying an excavator travelling southbound across the bridge from SR14 to Hood River. An escort vehicle was following the semi. |
| 10:14.51 – Port cameras (07-Bridge South) recorded the truck proceeding through the north portal. |
| 10:14.46 – Camera 09 – Bridge Control Room shows the driver side window is down; no emergency lights appear to be on. Escort vehicle is about 30 feet behind semi. |
| 10:14.53 – Camera 07 does not capture the actual impact, but there is a significant shaking that takes place at that time. Due to the location of the truck on the lift span, the excavator arm is impacting the north tower brace which opens the excavator driver door into on-coming traffic. No northbound traffic is on the lift span at this time. Yellow flashing tail lights are on. |
| 10:14.57 – Camera 07 shows the semi continuing with the excavator elbow joint impacting the northernmost lift span brace causing dirt/dust to billow off the excavator/trailer. Semi continues. |
| 10:15.20 – Camera 07 shows the semi leaving the lift span. The excavator elbow impacts the south lift tower brace again causing a billowing effect. The excavator door is still open but is above the and not affecting northbound traffic. |
| 10:15.32 – Camera 07 shows the appearance of the escort vehicle about 150 ft. behind the semi. |
| 10:15.46 – Camera 07 shows the semi driver stopping approximately 200-ft. past the lift span, and exiting the truck to close the door on the excavator. The escort vehicle has caught up to the truck at this point. |
| 10:16.0 – Camera 07 driver hops back in and proceeds toward toll plaza |
| 10:17.30 – Camera 04 (Lane 4 Low) shows semi approaching outer west lane (Lane 4) with escort vehicle closely behind with flashing e-lights |
| 10:19 – Valorie from toll house calls Ryan states that toll booth plaza sign had been struck. (No knowledge of lift span damage at this time.) Tells Ryan truck is parked on side of road. |
| 10:20 – Ryan calls Adam to inspect sign. That’s the only indicator of damage at this time. RK has front office review video and confirms truck is one pulled over. |
| 10:39 – Adam calls Ryan back and states that there’s no damage the wood post sign (which was not addressed). Ryan has Adam fix toll booth sign. |
| 10:42 – RK arrived at toll plaza; failed to see damage on toll house drove northbound to inspect other bridge signs on bridge. |
| 10:44 – RK noticed portal beam damage, took pictures, drove and parked at the WSDOT Park & Ride Lot on SR14. |
| 10:52 – RK sent Mikal Mitchal, HDR, (the port’s main HDR contact) pictures of the damage from P&R lot and a phone conversation ensued about whether the bridge should be closed. Mikal transferred call to Justin Doornink, HDR bridge engineer. JD requested additional photos which RK provided. |
| 10:55 – RK went back to DMV parking lot where driver was fixing excavator rigging. |
| 10:59 – Ryan calls Hood River Police |
| 11:01 – Hood River Police arrived on site at the DMV parking lot. |
| 11:30 – HDR gave recommendation to close bridge. |
| 11:34 – RK instructed Adam to begin bridge close down after guidance from HDR. |
| 11:46 – First Social Media/Public Relations post to public about the accident and closure. |
| 11:51 – last vehicle came through toll plaza southbound. |
| 12:08 – toll booth closed down and personnel left the plaza |
| 14:30 – HDR engineers arrived on scene |

**Port of Hood River Commission
DRAFT Meeting Minutes of June 30, 2024 Special Meeting
Via Remote Video Conference & Marina Center Boardroom
10:00 a.m.**

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

Special Meeting

PRESENT: Commissioners: Kristi Chapman, Heather Gehring, Mike Fox, Ben Sheppard, and Tor Bieker. **Staff:** Kevin Greenwood, Daryl Stafford, Ryan Klapprich, Adam Busch, and Patty Rosas.

ABSENT: Debbie Smith-Wagar

GUEST: Justin Doornink, HDR; Eric Rau, HDR; Scott Reynier, Columbia River Insurance; John Brestin, Kiewit Construction; Jeff Ellis, Kiewit; Mayor Catherine Kiewit, Bingen; Raquel Ferrell Crowley, Central Washington Director.

1. **CALL TO ORDER:** President Kristi Chapman called the meeting to order at 10:00 a.m.
2. **STAFF REPORT/INTRODUCTIONS:** Commissioner Chapman explained that the purpose of the meeting was for the commission and staff to receive a report from the Port of Hood River's ("Port") structural bridge engineer of record, HDR Engineering, Inc. (HDR), They would hear recommendations from HDR and Kiewit Infrastructure West ("Kiewit"), deliberate, decide on a course of action, and, if necessary, authorize emergency contracting direction. The focus was on determining how the Port could safely reopen the bridge for public traffic as quickly as possible.

The commission, staff, and consultants had reviewed numerous comments, opinions, frustrations, and complaints regarding the incident. The Port's primary concern was the safe operation of the bridge, followed by the swift resumption of vehicular traffic. Due to the emergency circumstances, the commission did not receive public comments at the meeting. The Commission board room was open for public observation, and the proceedings were live streamed on the Port's YouTube channel.

President Chapman then handed the meeting over to Kevin Greenwood, Executive Director, for introductions. Greenwood provided a brief overview of recent events, noting that at 10:15 on Thursday morning, a semi-truck transporting a large excavator impacted six lateral members of the lift span structure above the travel lanes. The Port contacted HDR, their structural bridge engineer since 2014, who recommended closing the bridge to all traffic for further assessment.

Two parallel engineering activities have since been underway: assessing the current damage and planning for permanent repairs. Kiewit has reviewed HDR's processes and is leading the repair preparations. The Port will produce a report on the incident, including costs and legal issues, to be shared at the July 16th Commission meeting, where public comments will be shared.

3. **BRIDGE ANALYSIS AND RECOMENDATIOIS:** Justin Doornink and Eric Rau presented their findings. They identified six damaged locations on the overhead portal braces and recommended the following:
 - a. Keeping the bridge lift span in place until all damaged bracing is repaired.
 - b. Allowing traffic under the bridge if there's sufficient clearance without raising the lift span.
 - c. Limit traffic to cars to mitigate the potential for another accidental strike to the overhead bracing while the bridge is in a damaged state.
 - d. Expediting final bridge repair plans and immediate repairs.

Next steps involve HDR finalizing repair plans and specifications and conducting repairs with Kiewit.

A discussion followed, concerns were raised about determining which vehicles should be allowed to cross the bridge, considering potential interference and weight. Doornink commented that the assessment found that weight is not a current issue, but limiting traffic to cars is beneficial. The main goal is to restrict vehicle height to prevent another accidental strike while the bridge is damaged.

John Brestin from Kiewit reported that they have been collaborating closely with the Port and HDR, primarily to conduct constructability reviews and peer reviews of the engineering assessments. Kiewit, a full-service engineering and construction firm hired to design the new bridge, has observed the Port and HDR acting swiftly and making prudent decisions.

Kiewit supports the Port's cautious approach to limit the vertical lift operation of the bridge and restrict traffic to cars and possibly recreational vehicles, while prohibiting commercial and truck traffic until permanent repairs are completed. Kiewit endorsed HDR's process for assessing the bridge's readiness for reopening to traffic following a vehicular strike, noting its consistency with standard emergency protocols.

Additionally, Kiewit will provide a formal peer review of the engineering analysis conducted by HDR. They anticipate HDR's submission to Kiewit for review within the next 48 to 72 hours. Kiewit has already provided constructability input, engaged suppliers and fabricators, and is prepared to procure materials and begin fabrication upon receipt of preliminary drawings from HDR, expected later today.

Construction is scheduled to begin after the holiday weekend on July 8th, starting with lead paint abatement and night closures to remove and replace damaged bridge members. Kiewit expects the work to be completed within approximately a week, with further updates on the schedule to follow.

Questions regarding the plan to reopen the bridge were addressed. Assuming agreement on motions later in the meeting, staff recommended reopening the bridge once 24/7 monitoring for truck traffic at entry points is established. Communications with the Department of Transportation (DOT) in the region were planned for later that day to notify them of the reopening. Greenwood added that with communication efforts underway, the bridge could reopen by early afternoon, around 1:00 p.m. or 2:00 p.m.

Commissioner Chapman clarified that truck traffic restrictions, once the bridge fix is fabricated and installed, those restrictions would be lifted, likely within the next two weeks. Further milestones and installation dates were discussed.

4. ACTION ITEMS:

a. Bridge Opening

- Motion:** Move to open the bridge to limited vehicular traffic as soon as they can achieve a security situation on both ends, and if they have dispersed the appropriate communications to DOT and other agencies.
- Move:** Bieker
- Second:** Fox
- Discussion:** Concerns were raised about defining vehicle restrictions and enforcement before reopening the bridge. Greenwood commented that the Port plans to station visible staff at entry points with signage and walkie-talkies to enforce restrictions. Initially, they propose banning semi-trucks and similar freight-hauling vehicles, while RVs, typically below the height limit, may not be restricted due to lower potential for damage.

Vote: **Ayes:** Chapman, Gehring, Fox, Sheppard, and Bieker
MOTION CARRIED

b. Permanent Fix

Motion: Move to direct Kiewit Construction and HDR Engineering, Inc. to complete design, procurement of materials, and construction of a permanent fix.

Move: Gehring

Second: Fox

Discussion: A question was raised about whether there is an intermediate repair standard that would make the bridge safe for all vehicular traffic without restoring the lift span's operation. Doornink clarified that the most economical and fastest way to implement the repair is to replace the damaged members in kind, which would restore the bridge's full capacity, including the lifting operation. He emphasized that this comprehensive repair approach is the quickest way to ensure both safety and functionality for all vehicles.

Vote: **Ayes:** Chapman, Gehring, Fox, Sheppard, and Bieker
MOTION CARRIED

c. Delegating Contract Approval Authorization

Motion: Move to delegate emergency procurement authority to the Executive Director up to a limit of \$1 million in total contracts related to the repair of the Hood River Bridge.

Move: Gehring

Second: Bieker

Discussion: None

Vote: **Ayes:** Chapman, Gehring, Fox, Sheppard, and Bieker
MOTION CARRIED

- 5. ADJOURN:** Commissioner Chapman expressed appreciation for the swift response, professionalism, and collaboration from all involved, including insurance agents, facility staff, Port staff, and the engineering teams. Commissioner Chapman gave a special thanks to Commissioner Fox for his dedicated efforts over the past 48 hours. A reminder was made about the urgent need for a new bridge, emphasizing that the current one will only continue to deteriorate, underscoring the importance of expedited funding for its replacement. The meeting was then adjourned by unanimous consent at 10:25 a.m.

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary



National Incident Management System

Incident Complexity Guide

Planning, Preparedness and Training

EXHIBIT C

June 2021



FEMA

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1. Introduction

The Incident Complexity Guide: Planning, Preparedness and Training supports the National Incident Management System (NIMS) doctrine by establishing guidance to support the incident management and emergency management community. This guide promotes a common understanding within the whole community by using a consistent method to describe incident complexity principles. It also establishes a framework for determining incident complexity level to inform emergency planning, preparedness and training and to improve operational readiness to respond to real events and incidents.

The intended audience for this Guide is any Authority Having Jurisdiction (AHJ). This audience includes agencies and organizations at all levels of government, as well as private sector entities and Nongovernmental Organizations (NGO) with emergency management or incident support responsibilities. The guide provides a standard, repeatable and scalable method of classifying the complexity of an incident, event or exercise.

Some organizations and jurisdictions have already developed guides and tools for identifying incident complexity. In these cases, this guide supports existing resources to enhance the decision-making process across all hazards and jurisdictions and improve overall readiness. In addition to using the guide for preparedness and training, AHJs may also use it to develop tools for supporting incident response.

The Incident Complexity Guide is recognized nationally as part of a host of emergency management guidance available from FEMA's National Integration Center (NIC). Its concepts and instructions can enhance national preparedness and promote effective implementation of NIMS and the National Preparedness System.

2. Overview

2.1. Purpose

The Incident Complexity Guide is intended for use during planning, preparedness and training efforts to help organizations and jurisdictions improve their readiness to respond to real-world events. This guide can help those involved in preparedness make more fully informed planning, preparedness and training decisions. Jurisdictions can use this guide to develop learning materials to identify the complexity level of each operational incident, planned event, training or exercise (“incident” for short).

FEMA encourages AHJs to incorporate the concept of incident complexity levels into planning and training, whether by instruction, scenario exercises or building their own tools for implementation. This guide is not designed for use as a complexity analysis or decision-making tool during incident response—though by supporting planning and training, this guide may help users as they respond to real-world incidents in their jurisdictions. In addition, identifying complexity level also supports incident/emergency management personnel as they manage additional, deployable resources.

The term *complexity level* quantifies the level of difficulty or resistance an incident presents to those working to successfully manage or mitigate it. As incidents may vary in their difficulty or resistance to mitigation or management, FEMA measures complexity level on a scale of 5 to 1, where Type 5 is the least complex incident and the least resistant to management or mitigation



Incident Complexity Guide: Planning, Preparedness and Training

The Incident Complexity Guide presents a national perspective that applies across multiple disciplines and incident types. This guide gives AHJs a shared understanding of how to define incident complexity and a flexible approach for building on that understanding. The result will be an improved approach to incident complexity that suits the whole community’s needs and resources.

2.1.1. SUPPORTING NIMS AND NATIONAL PREPAREDNESS

Using a common approach and consistent method for determining complexity level will improve the effectiveness and implementation of NIMS and the National Preparedness System. This approach to incident complexity promotes a common understanding among whole community partners—state, local, tribal and territorial (SLTT) and federal government agencies, NGOs, nonprofit organizations and the private sector.

This guide also promotes a better understanding of the complexity level assigned to the exercises incident management personnel complete to improve or maintain their qualifications. For more information on position qualifications, please refer to the following topics on the FEMA website:

- [FEMA NIMS National Qualification System \(NQS\)](#) – guidance and tools to help stakeholders develop processes for qualifying, certifying and credentialing deployable emergency personnel
- [FEMA NIMS Job Titles/Position Qualifications](#) – documents defining the minimum criteria personnel serving in specific incident-related positions must attain before deploying to an incident

2.2. Incident Complexity Levels

2.2.1. FACTORS IN IDENTIFYING INCIDENT COMPLEXITY LEVELS

Incident complexity reflects the combination of factors affecting how severe, widespread and difficult to control an incident is. Many factors determine complexity level, including the following:

- Geographic area involved
- Level of threat to life and property
- Political sensitivity
- Organizational complexity
- Jurisdictional boundaries
- Values at risk
- Weather
- Strategy and tactics
- Agency policy
- How routine or unusual the incident is

Incident and emergency management personnel consider complexity level when making decisions about incident management training, staffing and safety. Various obscure factors or concurrent events may complicate incidents—such as isolation of location, social factors, resource availability and long-lasting complications. Planning for potential incident escalation applies to complexity level due to potential adverse impacts or unknown variables. Being ready for potential adverse effects and the length of time for resources arriving on scene are important factors in determining how to respond to an incident. The AHJ has the freedom to determine how such factors affect incident complexity.

2.2.2. CHARACTERISTICS OF INCIDENT COMPLEXITY LEVELS

Incident/emergency management personnel can determine the complexity level (Types 5 through 1) by reviewing a standard set of observable characteristics that an incident displays or an exercise encompasses. These characteristics fall into two categories:

Incident Effect Indicators

Incident Effect Indicators are observable characteristics that help leaders determine complexity level based on the impact an incident has. These characteristics vary in scale depending on an incident's complexity. FEMA defines Incident Effect Indicators as observable "damage, consequence or disruption to the residents, population, infrastructure and government operations surrounding the incident or event."

Incident Management Indicators

Incident Management Indicators assist incident and emergency personnel in managing and supporting incidents of any complexity level by helping them complete the following under the Incident Command System (ICS):

- Understand and anticipate incident management conditions and determine appropriate management structure
- Provide necessary and appropriate structures for response, management and coordination
- Align off-site resources and logistical support requirements

The Incident Complexity Level Table below lists specific characteristics for each of these two categories of indicators for all five complexity levels.

3. Instructions

3.1. How to Select Incident Complexity Level

To select the appropriate complexity level, an AHJ can refer to the Incident Complexity Level Table on the following pages and follow these steps:

1. Review the Incident Effect Indicators for Type 5 (the least complex incident level). If the incident displays all or most of these Incident Effect Indicators, move on to Type 4. But if the incident displays only a few of the Type 5 Incident Effect Indicators, the incident likely aligns with complexity level Type 5.
2. Review the Incident Effect Indicators for Type 4. If the incident displays all or most of these Incident Effect Indicators, move on to Type 3. But if the incident displays only a few of the Type 4 Incident Effect Indicators, the incident likely aligns with complexity level Type 4.
3. Review the Incident Effect Indicators for Types 3, 2 and 1, if necessary. You will know you have found the most likely complexity level when the incident displays all or most of the Incident Effect Indicators for the previous level but not for the current complexity level. That is, once you reach the type at which the incident does not display all/most of the Incident Effect Indicators, you can assume you have found the right complexity level.
4. Once you determine the complexity level, use the Incident Management Indicators to guide and inform a scalable response to the incident within ICS.
 - In rapidly escalating incidents, the Incident Management Indicators often lag behind the Incident Effect Indicators.
 - If the incident displays all or most of the Incident Effect Indicators at a particular complexity level but none or few of the Incident Management Indicators, you can assume that you have found the correct complexity level but that the response has not yet scaled to address the needs indicated under the Incident Management Indicators.
5. Note the following:
 - Incidents differ in their rate and extent of escalation to more complex levels. It is the emergency management personnel's responsibility to determine the new complexity level in the instance of incident escalation.
 - Most indicators are common to all incidents, but some may be unique to a particular complexity level.

4. Incident Complexity Level Table

The language in the Incident Complexity Level Table is intentionally flexible, allowing AHJs to apply this guide to their specific needs and situations. Due to differences in infrastructure, incident management capability, population density, available resources, and other factors, it is possible that one jurisdiction may identify an incident at one level of complexity while another jurisdiction may identify it as a different level. This guide applies to all hazards and is available for the whole community to use as appropriate.

| Type 5 | Incident Effect Indicators | Incident Management Indicators |
|--|--|---|
| 5 | <ul style="list-style-type: none"> ▪ Incident shows no resistance to stabilization or mitigation ▪ Resources typically meet incident objectives within one or two hours of arriving on scene ▪ Minimal effects to population immediately surrounding the incident ▪ Few or no evacuations necessary during mitigation ▪ No adverse impact on critical infrastructure and key resources (CIKR) ▪ Elected/appointed governing officials and stakeholder groups require minimal or no coordination, and may not need notification ▪ Conditions or actions that caused the incident do not persist; as a result, there is no probability of a cascading event or exacerbation of the current incident | <ul style="list-style-type: none"> ▪ Incident Commander (IC) position is filled, but Command and General Staff positions are unnecessary to reduce workload or span of control ▪ EOC activation is unnecessary ▪ Unified Command is not typically necessary ▪ One or more resources are necessary and receive direct supervision from the IC ▪ Resources may remain on scene for several hours, up to 24, but require little or no logistical support ▪ Formal incident planning process is not necessary ▪ Written Incident Action Plan (IAP) is unnecessary ▪ Limited aviation resources may be necessary and may use varying levels of air support |
| <p>Examples: Type 5 incidents, events and exercises can include a vehicle fire, a medical response to an injured/sick person, a response to a suspicious package/ item, or a vehicle pursuit. Planned events can include a 5K or 10K road race.</p> | | |

| Type 4 | Incident Effect Indicators | Incident Management Indicators |
|--|---|--|
| 4 | <ul style="list-style-type: none"> ▪ Incident shows low resistance to stabilization or mitigation ▪ Resources typically meet incident objectives within several hours of arriving on scene ▪ Incident may extend from several hours to 24 hours ▪ Limited effects to population surrounding incident ▪ Few or no evacuations necessary during mitigation ▪ Incident threatens, damages, or destroys a minimal number of residential, commercial or cultural properties ▪ CIKR may suffer adverse impacts ▪ CIKR mitigation measures are uncomplicated and can be implemented within one operational period ▪ Elected/appointed governing officials and stakeholder groups require minimal or no coordination, but they may need to be notified ▪ Conditions or actions that caused the original incident do not persist; as a result, there is low to no probability of a cascading event or exacerbation of the current incident | <ul style="list-style-type: none"> ▪ IC/Unified Command role is filled, but Command and General Staff positions are typically not necessary to reduce workload or span of control ▪ EOC activation may be necessary ▪ Resources receive direct supervision either from the IC/Unified Command or through an ICS leader position, such as a Task Force or Strike Team/Resource Team, to reduce span of control ▪ Division or Group Supervisor position may be filled for organizational or span of control purposes ▪ Multiple kinds and types of resources may be necessary ▪ Aviation resources may be necessary and may use varying levels of air support ▪ Resources may remain on scene for 24 hours or longer and may require limited logistical support ▪ Formal incident planning process is not necessary ▪ Written IAP is unnecessary, but leaders may complete a documented operational briefing for all incoming resources |
| <p>Examples: Type 4 incidents, events and exercises can include a barricaded suspect, a hazardous materials (HAZMAT) spill on a roadway or waterway, a detonation of a small explosive device, a large commercial fire or a localized flooding event affecting a neighborhood or subdivision. Planned events can include a march, protest, festival, fair, or parade.</p> | | |

| Type 3 | Incident Effect Indicators | Incident Management Indicators |
|-----------------|--|--|
| <p>3</p> | <ul style="list-style-type: none"> ▪ Incident shows moderate resistance to stabilization or mitigation ▪ Resources typically do not meet incident objectives within the first 24 hours of resources arriving on scene ▪ Incident may extend from several days to over one week ▪ Population within and immediately surrounding incident area may require evacuation or shelter during mitigation ▪ Incident threatens, damages, or destroys residential, commercial or cultural properties ▪ CIKR may suffer adverse impacts ▪ CIKR mitigation actions may extend into multiple operational periods ▪ Elected/appointed governing officials and stakeholder groups require some level of coordination ▪ Conditions or actions that caused the incident may persist; as a result, there is medium probability of a cascading event or exacerbation of the current incident | <ul style="list-style-type: none"> ▪ IC/Unified Command role is filled ▪ EOC activation may be necessary ▪ Command Staff positions are filled to reduce workload or span of control ▪ At least one General Staff position is filled to reduce workload or span of control ▪ Numerous resources receive supervision indirectly through the Operations Section and its subordinate positions ▪ Branch Director position(s) may be filled for organizational purposes and occasionally for span of control ▪ Division Supervisors, Group Supervisors, Task Forces and Strike Teams/Resource Teams are necessary to reduce span of control ▪ ICS functional units may be necessary to reduce workload ▪ Incident typically extends into multiple operational periods ▪ Resources may need to remain on scene for over a week and will require logistical support ▪ Incident may require an incident base to support resources ▪ Numerous kinds and types of resources may be required ▪ Aviation operations may involve multiple aircraft ▪ Number of responders depends on the kind of incident but could add up to several hundred personnel ▪ Leaders initiate and follow formal incident planning process ▪ Written IAP may be necessary for each operational period |

| Type 3 | Incident Effect Indicators | Incident Management Indicators |
|--------|--|--------------------------------|
| | <p>Examples: Type 3 incidents, events and exercises can include a tornado that damages a small section of a city, village or town; a railroad tank car HAZMAT leak requiring evacuation of a neighborhood or section of a community; a detonation of a large explosive device; an active shooter; a water main break; a Category 1 or 2 hurricane; or a small aircraft crash in a populated area. Planned events can include a county fair or an auto racing event.</p> | |

| | Type 2 Incident Effect Indicators | Incident Management Indicators |
|-----------------|---|--|
| <p>2</p> | <ul style="list-style-type: none"> ▪ Incident shows high resistance to stabilization or mitigation ▪ Resources typically do not meet incident objectives within the first several days ▪ Incident may extend from several days to two weeks ▪ Population within and surrounding the general incident area is affected ▪ Affected population may require evacuation, shelter or housing during mitigation for several days to months ▪ Incident threatens damages, or destroys residential, commercial, and cultural properties ▪ CIKR may suffer adverse impacts, including destruction ▪ CIKR mitigation actions may extend into multiple operational periods, requiring considerable coordination ▪ Elected/appointed governing officials, political organization and stakeholder groups require a moderate level of coordination ▪ Incident has resulted in external influences, has widespread impact and involves political and media sensitivities requiring comprehensive management ▪ Conditions or actions that caused the original incident may persist, so a cascading event or exacerbation of the current incident is highly probable | <ul style="list-style-type: none"> ▪ IC/Unified Command role is filled ▪ EOC activation is likely necessary ▪ All Command Staff positions are filled ▪ All General Staff positions are filled ▪ Large numbers of resources receive supervision through the Operations Section ▪ Branch Director position(s) may be filled for organizational or span of control purposes ▪ Division Supervisors, Group Supervisors, Task Forces, Strike Teams and Resource Teams are necessary to reduce span of control ▪ Most ICS functional units are filled to reduce workload ▪ Incident extends into numerous operational periods ▪ Resources may need to remain on scene for several weeks and will require complete logistical support, as well as possible personnel replacement ▪ Incident requires an incident base and other ICS facilities for support ▪ Numerous kinds and types of resources may be required ▪ Complex aviation operations involving multiple aircraft may be involved ▪ Size and scope of resource mobilization necessitates a formal demobilization process ▪ Length of resource commitment may necessitate a transfer of command from one Incident Management Team (IMT) to a subsequent IMT ▪ Number of responders depends on the kind of incident but could add up to over 1,000 personnel ▪ Leaders initiate and follow formal incident planning process ▪ Written IAP is necessary for each operational period |

| Type 2 | Incident Effect Indicators | Incident Management Indicators |
|---|----------------------------|--|
| | | <ul style="list-style-type: none"> ▪ Leaders may order and deploy out-of-state resources such as through the Emergency Management Assistance Compact (EMAC) |
| <p>Examples: Type 2 incidents, events and exercises can include a tornado that damages an entire section of a city, village or town; a railroad tank car HAZMAT leak requiring a several-days-long evacuation of an entire section of a city, village or town; a wildland fire in an area with numerous residences, requiring evacuations and several days of firefighting; a multi-event explosive device attack; or a river flooding event affecting an entire section of a city, village or town, with continued precipitation anticipated. Planned events can include a VIP visit, a large demonstration, a strike or a large concert.</p> | | |

| Type 1 | Incident Effect Indicators | Incident Management Indicators |
|----------|--|---|
| 1 | <ul style="list-style-type: none"> ▪ Incident shows high resistance to stabilization or mitigation ▪ Incident objectives cannot be met within numerous operational periods ▪ Incident extends from two weeks to over a month ▪ Population within and surrounding the region or state where the incident occurred is significantly affected ▪ Incident threatens, damages, or destroys significant numbers of residential, commercial, and cultural properties ▪ Incident damages or destroys numerous CIKRs ▪ CIKR mitigation extends into multiple operational periods and requires long-term planning and extensive coordination ▪ Evacuated or relocated populations may require shelter or housing for several days to months ▪ Elected/appointed governing officials, political organizations and stakeholder groups require a high level of coordination ▪ Incident has resulted in external influences, has widespread impact and involves political and media sensitivities requiring comprehensive management ▪ Conditions or actions that caused the original incident still exist, so a cascading event or exacerbation of the current incident is highly probable | <ul style="list-style-type: none"> ▪ IC/Unified Command role is filled ▪ EOC activation is necessary ▪ Unified Command is complex due to the number of jurisdictions involved ▪ All Command Staff positions are filled; many include assistants ▪ All General Staff positions are filled; many include deputy positions ▪ Many resources receive supervision through an expanded Operations Section ▪ Branch Director position(s) may be filled for organizational or span of control purposes ▪ Division Supervisors, Group Supervisors, Task Forces, Strike Teams, and Resource Teams are necessary to reduce span of control ▪ Most or all ICS functional units are filled to reduce workload ▪ Incident extends into many operational periods ▪ Resources will likely need to remain on scene for several weeks and will require complete logistical support, as well as possible personnel replacement ▪ Incident requires an incident base and numerous other ICS facilities for support ▪ Numerous kinds and types of resources may be required, including many that trigger a formal demobilization process ▪ Federal assets and other nontraditional organizations – such as Voluntary Organizations Active in Disaster (VOAD) and NGOs – may be involved in the response, requiring close coordination and support ▪ Complex aviation operations involving numerous aircraft may be involved ▪ Size and scope of resource mobilization necessitates a formal demobilization process |

| | |
|---|--|
| | <ul style="list-style-type: none">▪ Length of resource commitment may necessitate a transfer of command from one IMT to a subsequent IMT▪ Number of responders depends on the kind of incident but could add up to over 1,000 personnel▪ Leaders initiate and follow formal incident planning process▪ Written IAP is necessary for each operational period▪ Leaders may order and deploy out-of-state resources, such as through EMAC |
| <p>Examples: Type 1 incidents, events and exercises can include a tornado with damage or destruction to an entire community; a Category 3, 4 or 5 hurricane; a pandemic; a railroad tank car explosion or multilevel explosive device destroying several neighborhoods and damaging others; a large wind-driven wildland fire threatening an entire city, village or town, causing several evacuations and destroying many homes, businesses, and critical infrastructure assets; or a widespread river flooding event in a city, village, or town, with continued precipitation anticipated. Planned events can include a political convention, the Super Bowl, the World Series or a presidential visit.</p> | |

5. Incident Effect Indicators Summary Table

This table supports the Incident Effect Indicators listed in the above Incident Complexity Level Tables across all hazards and provides a basis for training to determine incident complexity. Users can identify indicators with ease of use in addition to the detail provided above.

| Incident Complexity Level: Incident Effect Indicators Summary | | | | | | | | | | |
|---|---|--|--|-------------------------------|--|--|--|---|---|--|
| Type | Resistance to stabilization or mitigation | How long does it take for resources to meet incident objectives? | Effects on population immediately surrounding the incident | Length of incident effects | Evacuations necessary during mitigation | Adverse impact on CIKR | CIKR impact / mitigation measures | Coordination required with elected/governing officials and stakeholder groups | Do conditions or actions that caused original incident persist? | Probability of cascading event or exacerbation of current incident |
| 5 | None | 1-2 hours | Minimal | Minimal | Few or none | None | None | Minimal or none | No | None |
| 4 | Low | Several to 24 hours | Limited | Up to 24 hours | Few or none | Minimal | Uncomplicated within one operational period | Minimal or none | No | Low to none |
| 3 | Moderate | At least 24 hours | Moderate | Several days to over one week | Possible; may require shelter | Threatens, damages, or destroys property | Adverse; multiple operational periods | Some | Possibly | Medium |
| 2 | High | Several days | Significant | Several days to two weeks | Possible; may require shelter/housing for several days to months | Threatens, damages, or destroys property | Destructive; requires coordination over multiple operational periods | Moderate, including political organizations | Possibly | High |
| 1 | High | Numerous operational periods | Significant | Two weeks to over a month | May require shelter/housing for several days to months | Significantly threatens, damages, or destroys property | Highly destructive; requires long-term planning and extensive coordination over multiple operational periods | High, including political organizations | Yes | High |

Abbreviations

| | |
|--------|--|
| AHJ | Authority Having Jurisdiction |
| CIKR | critical infrastructure and key resources |
| EMAC | Emergency Management Assistance Compact |
| FEMA | Federal Emergency Management Agency |
| HAZMAT | hazardous materials |
| HSEEP | Homeland Security Exercise and Evaluation Program |
| IAP | Incident Action Plan |
| IC | Incident Commander |
| ICP | Incident Command Post |
| ICS | Incident Command System |
| IMT | Incident Management Team |
| NIC | National Integration Center |
| NIMS | National Incident Management System |
| NGO | Nongovernmental Organization |
| NPG | National Preparedness Goal |
| NQS | National Qualification System |
| PSC | Planning Section Chief |
| PTB | Position Task Book |
| RTL | Resource Typing Library Tool |
| SLTT | state, local, tribal and territorial |
| SPR | Stakeholder Preparedness Review |
| THIRA | Threat and Hazard Identification and Risk Assessment |
| VOAD | Voluntary Organizations Active in Disaster |

Glossary

agency: A government element with a specific function offering a particular kind of assistance.

Authority Having Jurisdiction (AHJ): An entity that has the authority and responsibility for developing, implementing, maintaining and overseeing the qualification process within its organization or jurisdiction. The AHJ may be a state or federal agency, training commission, NGO, private sector company or a tribal or local agency such as a police, fire or public works department. In some cases, the AHJ may support multiple disciplines that collaborate as part of a team, such as an IMT.

Command Staff: A group of incident personnel that the IC or Unified Command assigns to support the command function at an ICP. Command Staff often include a Public Information Officer (PIO), a Safety Officer and a Liaison Officer, who have assistants as necessary. Additional positions may be necessary, depending on the incident.

critical infrastructure and key resources (CIKR): Assets, systems, networks, functions and resources—physical or virtual—that are so vital to the United States that their incapacitation or destruction would have a debilitating impact on security, national economic security or public health and safety.

deputy: A qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior; therefore, the deputy should be fully qualified in the position. Generally, deputies can serve the IC, EOC director, General Staff and branch directors.

director: The ICS title for an individual responsible for supervising a branch. Also, an organizational title for an individual responsible for managing and directing the team in an EOC.

division: The organizational level having responsibility for operations within a defined geographic area. Divisions are established when the number of resources exceeds the section chief's manageable span of control.

emergency: Any incident, whether natural, technological or human caused, that necessitates responsive action to protect life or property.

Emergency Management Assistance Compact (EMAC): A national interstate mutual aid agreement that enables member states and territories to share resources during times of disaster.

evacuation: The organized, phased and supervised withdrawal, dispersal or removal of people from dangerous or potentially dangerous areas, and their reception and care in safe areas.

event: See *planned event*.

General Staff: A group of incident personnel organized according to function and reporting to the IC or Unified Command. The ICS General Staff consists of the Operations Section Chief, Planning Section Chief (PSC), Logistics Section Chief and Finance/Administration Section Chief.

hazard: Something potentially dangerous or harmful; often the root cause of an unwanted outcome.

incident: Per NIMS, an occurrence, natural or human caused, that necessitates a response to protect life or property. In this document, *incident* includes planned events as well as emergencies and disasters of all kinds and sizes.

Incident Action Plan (IAP): An oral or written plan outlining the IC's or Unified Command's objectives, tactics and support activities for the planned operational period, generally 12 to 24 hours.

incident base: A location where personnel coordinate and administer logistics functions for an incident. There is typically only one base per incident. The incident base may be co-located with the ICP.

Incident Commander (IC): The individual responsible for all incident activities, including developing strategies and tactics and ordering and releasing resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident activities.

Incident Command Post (ICP): The field location where staff perform the primary functions of incident command. The ICP may be co-located with the incident base and other incident facilities.

Incident Command System (ICS): A standardized approach to the command, control and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can work. The ICS brings procedures, personnel, facilities, equipment and communications into a common organizational structure to aid in the management of on-scene resources during incidents. The ICS applies to small, large and complex incidents of all kinds, including planned events.

incident complexity: The incident level determined by the level of difficulty, severity or overall resistance the incident or event presents to incident management or support personnel as they work to manage it; a categorization that helps leaders compare one type of incident or event to another.

Incident Effect Indicators: Characteristics that help leaders determine the incident complexity level based on the impact an incident has. These indicators vary in scale with the complexity of an incident. FEMA defines them as "the characteristics seen as damage, consequence or disruption to the residents, population, infrastructure and government operations surrounding the incident or event." See also *Incident Management Indicators*.

incident management: The broad spectrum of activities and organizations providing operations, coordination and support at all levels of government, using both governmental and nongovernmental

resources to plan for, respond to and recover from an incident, regardless of cause, size or complexity.

Incident Management Indicators: Characteristics that incident or emergency management personnel likely observe as the ICS expands or contracts in relationship to the complexity of an incident. These indicators can assist emergency and incident managers in managing and supporting an incident of any complexity level. See also *Incident Effect Indicators*.

Incident Management Team (IMT): A rostered group of ICS-qualified personnel consisting of an IC, Command and General Staff and personnel assigned to other key ICS positions.

jurisdiction: Jurisdiction has two definitions depending on the context:

- A range or sphere of authority: Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (for example, SLTT or federal boundary lines) or functional (for example, law enforcement or public health).
- A political subdivision (for example, municipal, county, parish, state or federal) with the responsibility to ensure public safety, health and welfare within its legal authorities and geographic boundaries.

mitigation: Applying the capabilities necessary to reduce loss of life and property by lessening the impacts of natural and human-caused disasters, incidents and events.

mutual aid agreement: A written or oral agreement between or among agencies, organizations and jurisdictions that provides a mechanism for quickly obtaining assistance in the form of personnel, equipment, materials and other associated services. The primary objective is to facilitate the rapid, short-term deployment of support before, during and after an incident.

national: Of a nationwide character, including the SLTT and federal aspects of governance and policy.

National Incident Management System (NIMS): A systematic, proactive approach designed to guide all levels of government, NGOs and the private sector to work together to prevent, protect against, mitigate, respond to and recover from the effects of incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS provides a consistent foundation for dealing with all incidents, from daily occurrences to incidents requiring a coordinated federal response.

National Integration Center (NIC): A FEMA office that develops doctrine and tools to lead the whole community in implementing the National Preparedness System and NIMS.

national preparedness: Planning, organizing, equipping, training and exercising to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to and recover from the threats that pose the greatest risk to national security.

National Preparedness Goal (NPG): Doctrine describing what it means for the whole community to be prepared for the types of incidents that pose the greatest threat to national security, including acts of terrorism, emergencies and disasters, regardless of cause. The goal reads, “A secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to and recover from the threats and hazards that pose the greatest risk.”

National Preparedness System: An organized process to achieve the NPG’s stated goal of a secure and resilient nation.

National Qualification System (NQS): A nationwide approach, including best practices, for AHJs to use in qualifying, certifying and credentialing incident management and support personnel.

Nongovernmental Organization (NGO): A nonprofit group that is based on the interests of its members, individuals or institutions. An NGO is not created by a government, but it may work cooperatively with government. Examples of NGOs include faith-based groups, relief agencies and animal welfare organizations.

operational period: The time scheduled for executing a given set of operation actions, as the IAP specifies. Operational periods can vary in length but are typically 12 to 24 hours.

planned event: A scheduled, non-emergency activity such as a sporting event, concert or parade.

Position Task Book (PTB): A document that describes the minimum competencies, behaviors and tasks necessary for a person to qualify or recertify for a NIMS position. The PTB documents a trainee’s performance of given tasks.

resource management: Systems for identifying available resources at all jurisdictional levels to enable timely, efficient and unimpeded access to resources necessary to prepare for, respond to or recover from an incident.

resources: Personnel, equipment, teams, supplies and facilities available or potentially available for assignment to incident operations. NIMS describes resources by kind and type and uses them in operational support or supervisory capacities at an incident or at an EOC.

response: The capabilities necessary to save lives, protect property and the environment and meet basic human needs after an incident has occurred.

span of control: The number of subordinates for which a supervisor is responsible, usually expressed as a ratio of supervisors to individuals.

Unified Command: An ICS command structure that applies when more than one agency has incident jurisdiction or when incidents cross political jurisdictions.

whole community: A focus on enabling a wide range of players from the private and nonprofit sectors to participate in incident management activities to foster better coordination and working relationships. Stakeholders include NGOs, the general public and all levels of government.

Reference Resources

National Incident Management System (NIMS)

- On the NIMS website, users can find links to NIMS documents, guidelines and operational tools, as well as training information, implementation guidance, updates and contact information.
 - <https://www.fema.gov/emergency-managers/nims>

National Qualification System (NQS)

- The NIMS Guideline for the NQS describes the components of a qualification and certification system, defines a process for certifying the qualifications of incident personnel, describes how to establish and implement a peer review process and introduces the process of credentialing personnel.
- NQS also provides Job Titles/Position Qualifications and PTBs for a range of incident management, incident support and emergency management positions, as well as supplemental guidance regarding Qualification Review Boards.
 - <https://www.fema.gov/emergency-managers/nims/components#nqs>
 - [NIMS NQS Supplemental Guide for Qualification Review Boards](#)

Resource Typing Library Tool (RTLTL)

- FEMA's RTLTL is an online catalog of national resource typing definitions and NIMS Job Titles/Position Qualifications.
 - <https://rtlt.preptoolkit.fema.gov/Public/Combined>

Incident Command System (ICS) Resource Center

- The Emergency Management Institute's ICS Resource Center provides information about and links to an extensive array of ICS training materials, job aids, position checklists and forms.
 - <https://training.fema.gov/emiweb/is/icsresource/index.htm>

NIMS Training Program

- The NIMS Training Program specifies NIC and stakeholder responsibilities and activities for developing, maintaining and sustaining NIMS training.
 - <https://www.fema.gov/emergency-managers/nims/implementation-training#training>

NIMS Guideline for Mutual Aid

- The NIMS Guideline for Mutual Aid outlines common practices for mutual aid agreements, compacts and plans for use before and after an incident or planned event. Private and nonprofit sectors, faith-based organizations and governments can use this guidance as a resource in developing or refining mutual aid agreements or plans.
 - <https://www.fema.gov/emergency-managers/nims/components#mutual-aid>

Integrated Preparedness Planning

- The Homeland Security Exercise and Evaluation Program (HSEEP) provides a set of guiding principles for exercise and evaluation programs, as well as a common approach to exercise program management, design and development, conduct, evaluation and improvement planning.
 - [Homeland Security Exercise and Evaluation Program \(HSEEP\)](#)
- Comprehensive Preparedness Guide (CPG) 201 provides guidance for conducting a Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR).
 - [CPG 201: Threat and Hazard Identification and Risk Assessment \(THIRA\) and Stakeholder Preparedness Review \(SPR\) Guide](#)

EXHIBIT D

DRAFT FINDINGS OF EFFECT FOR EMERGENCY STANDING:

On Thursday, June 27, 2024, a semi-truck travelling southbound across the Hood River-White Salmon Interstate Bridge crashed into the Bridge's lift spans, jeopardizing the structural integrity of the Bridge. The Hood River Bridge is one of twelve bridges crossing the Columbia River and the sole bridge in the region, meaning that this crash had the potential to severely impact travel in the region. The severe nature of the damage, coupled with the projected increased usage of the Bridge over the holiday weekend, necessitated an immediate response from the Port to initiate repairs. Still, repairs are needed to restore the Bridge to full functionality and permit semi-truck travel across the Bridge.

Per state law, an emergency means a circumstance that "(A) could not have been reasonably foreseen; (B) create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, and safety; and (C) require prompt execution of a contract to remedy the condition." ORS 279A.010(1)(f). Where an emergency exists, the Port may be excepted from following the standard formal procurement processes for needed contracts. Specifically, the Port may directly appoint a contract for engineering services in the event of an emergency (ORS 279C.110(11)) and may directly award emergency construction work in instances of extreme necessity (ORS 289C.320; ORS 279B.080).

This incident meets the statutory definition of an emergency. The incident was reasonably unforeseeable; it created a substantial risk of loss, damage, and interruption of services, and a substantial threat to property, public health, and safety; and it required prompt action to remedy. In addition, the circumstances surrounding this instance, including the fact that it occurred in the week before the Fourth of July, the key nature of the Bridge for regional and interstate travel, and the severe nature of the damage, qualify as extreme necessity. Accordingly, the Port Executive Director permissibly proceeded with a direct appointment of an engineering design assessment contract to HRD Engineering and a repair construction contract to Kiewit Infrastructure West Co. The Executive Director determined that, given the facts and circumstances surrounding this incident, a direct appointment of both contracts was reasonable and appropriate.

*Drafted by Kevin Greenwood, Executive Director, with assistance from
Ashleigh Dougill, Beery Elsner & Hammond, Port legal counsel*

EXHIBIT E

PORT OF HOOD RIVER PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract ("Contract") entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and Kiewit Infrastructure West Co., a Delaware corporation ("CONTRACTOR"), for completion of the Hood River Interstate Bridge Miscellaneous Emergency Repairs Project ("Project"). PORT and CONTRACTOR may be referred to herein individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, PORT is in need of emergency repairs being performed on the Hood River-White Salmon Interstate Bridge ("Bridge"). The Project includes the procurement of materials and repairs that will be required in the plans and specifications that will be issued for the Project;

WHEREAS, PORT selected CONTRACTOR to perform work for the Project (the "Work"), which includes performing preconstruction services such as a constructability review of the Project design; and steel retrofit work.

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:

I. TERMS OF PERFORMANCE

CONTRACTOR agrees to perform the Work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the Work in accordance with all terms specified in (i) this Contract, (ii) General Conditions for Public Works Contracts (see attached) and (iii) the plans and specifications to be furnished by the PORT to CONTRACTOR for the Project Work. This Contract, the General Conditions and such plans and specifications are collectively referred to herein as the "Contract Documents", the latter which will be clearly identified in a future Amendment or Change Order to this Contract. CONTRACTOR will review and evaluate the design, drawings, specifications, calculations and other work or materials furnished by Client and any other design professionals (the "Preconstruction Services") if included as part of the Work. However, CONTRACTOR shall bear no responsibility for deficiencies in such design, drawings, specifications, calculations, and other work or materials. Client acknowledges that any liability for such deficiencies shall be attributable to the person or entity providing such design work irrespective of CONTRACTOR's review. CONTRACTOR is not expected to detect all potential errors or omissions in the Contract Documents that are subject to review. CONTRACTOR does not provide any warranty, express or implied, of the plans or specifications (i.e., the design) issued for the Project, whether or not Preconstruction Services are performed by CONTRACTOR as a licensed contractor. CONTRACTOR shall not, notwithstanding anything in the Contract Documents to the contrary, have any liability for construction rework, quantity differences, overruns, or any losses, damages or claims arising out of or related to the Preconstruction Services, except to the extent such losses, damages, or claims are caused by CONTRACTOR's negligent, grossly negligent or willful acts or omissions.

In the event of a conflict between the Contract Documents, the controlling document shall be this Contract.

Notwithstanding anything to the contrary on the Contract Documents, CONTRACTOR will not be identified as the generator for any hazardous substances or materials not brought on-site by CONTRACTOR or CONTRACTOR's respective subcontractor(s), employees, or agents, is only liable or responsible for any spills, releases, discharges, or leaks of environmental pollution to the extent of its negligence, gross negligence, or willful acts or omissions, and is only obligated to defend and/or indemnify the PORT to the extent of CONTRACTOR's negligence, gross negligence, or willful acts or omissions.

There is no Disadvantage Business Enterprise, Economically Disadvantage Individual, Emerging Small Business, Minority or Women Business Enterprise, Minority Individual, Small Business Concern, Socially Disadvantage Individual or similar social policy program goals for this Contract.

II. COMPENSATION

Subject to the provisions of the Contract Documents and in consideration of CONTRACTOR's faithful performance of the terms and conditions thereof by the CONTRACTOR and CONTRACTOR's completion of the Work, PORT agrees to pay CONTRACTOR all costs for performing the Work plus a markup of 16%. G&A is a reimbursable cost. Progress payments will be made monthly with all payments, including final payment, due within 30 days receipt of a payment application notwithstanding anything to the contrary in the Contract Documents.

III. CONTRACT DATES

- 1) Project Start Date: June 27, 2024
- 2) By July 11, 2024, CONTRACTOR shall provide the PORT with a project schedule for completion of the Work, including the total number of physical working days needed for completion, the Substantial Completion date, and the Final Completion date. Once accepted by the PORT, the project schedule shall be binding on both parties in accordance with the terms of the Contract Documents and shall become a part of the Contract Documents as if fully set forth herein.

IV. LIMITATION ON DAMAGES

- 1) There will be no liquidated damages for this Project under this Contract as CONTRACTOR is performing the Work on a time and materials basis.
- 2) Under no circumstances, except as precluded by law or in the event of gross negligence or willful misconduct, will either the PORT or CONTRACTOR be liable to the other for consequential damages of any nature or kind, including loss of or impacts to use, financing, revenue/profit, and bonding capacity arising out of the performance of the Work or Project.

3) REPRESENTATIVES

PORT designates Kevin M. Greenwood, its Executive Director, as its Authorized Representative in the administration of this Contract. Kevin Greenwood's contact phone is (541) 386-1138 and email is kgreenwood@portofhoodriver.com. CONTRACTOR designates Jeff Ellis, Vice President, as its Authorized Representative to act on its behalf. Jeff Ellis' contact phone is (360) 608-1166 and email is jeff.ellis@kiewit.com. Either Party shall be entitled to remove and/or substitute their respective Authorized Representative by providing written notice to the other Party.

4) ACCEPTED MODIFICATION TO SOLICITATION SECTION G/INSURANCE

Pursuant to Section VI hereinabove, the Parties agree, and the PORT hereby approves CONTRACTOR's request to have CONTRACTOR's General Commercial Liability deductible limit of \$25,000 as set forth in the second to last paragraph of the Solicitation section G, Insurance provision, increased to \$5,000,000.

Owner shall maintain the property insurance to protect against damage to the Work and existing property. Contractor and its Subcontractors shall be named as additional insured under Owner provided insurance, with a full and complete waiver of subrogation under such policy.

Except as modified by this Section VII, all terms and conditions of the Contract Documents shall remain in full force and effect.

Notwithstanding the foregoing, the below-named individuals shall be the designated points of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Parties. Any notice, request, report, or other communication required or permitted hereunder shall be in writing and shall be delivered personally (by courier or otherwise), by electronic mail, sent by certified or registered mail, postage prepaid and return receipt requested, or by express mail or other nationally recognized overnight or same-day delivery service.

{00900512; 2 }

Any such notice shall be deemed given when so delivered by electronic mail, by such delivery service, or by the United States mail to each Party's Authorized Representative and to the following individuals:

If to PORT:

Attn: Kevin M. Greenwood
1000 E. Port Marina Drive
Hood River, OR 97031
Email: kgreenwood@portofhoodriver.com
Phone: (541)386-1138

If to CONTRACTOR

Attn: Jeff Ellis
2200 Columbia House Blvd
Vancouver, WA 98661
Email: jeff.ellis@kiewit.com
Phone: (360) 608-1166

V. INTEGRATION

The Contract Documents constitute the entire agreement between the Parties. No modification or change of terms of this Contract shall bind either Party unless in writing and signed by the Authorized Representatives of 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.

VI. COUNTERPARTS, EXECUTION, ELECTRONIC SIGNATURES

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with PORT's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, CONTRACTOR's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, CONTRACTOR grants such consent.

Not To Exceed Amount: \$1,000,000

IN WITNESS WHEREOF the Parties have executed this Contract on July 5, 2024

KIEWIT INFRASTRUCTURE WEST CO.

By 
Jeff Ellis
Its Vice President

PORT OF HOOD RIVER

By 
Kevin M. Greenwood
Its Executive Director

DRAFT

Hood River Bridge Emergency Repair Work

DATE: 07/10/24

| DESCRIPTION | T | UNIT | E | | U | | I | | P | | S | S | M. HRS. | | LABOR EXPENSE | | AMOUNT | | SUPPLIED MATERIALS | | SUBCONTRACTOR | | TOTAL | NOTES | |
|---|-------|------|-------|-----------|------|-------|------|-------|-----------|-------|---|---|---------|-------|---------------|-------|--------|-------|--------------------|-------|---------------|---|------------|---|--|
| | | | U.P. | TOTAL | U.P. | TOTAL | U.P. | TOTAL | MH Factor | TOTAL | | | MH | TOTAL | U.P. | TOTAL | U.P. | TOTAL | U.P. | TOTAL | | | | | |
| Labor - Ironworker | 1 | LS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 100,000.00 | B workers X approx. 12 day | |
| SFS - MH | 1,000 | MH | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15,000.00 | | |
| Equipment | 1 | LS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15,950.00 | Price (small) but rental at auc. welder, misc | |
| FOG | 2,160 | HRS | 10.00 | 21,600.00 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 21,600.00 | | |
| C. Shop (purchase - fabricate materials | 1 | LS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 25,000.00 | 7x labor, 6k materials, 7x misc overhead | |
| Keweenaw Engineering Grou | 1 | LS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 25,000.00 | 7x labor, 6k materials, 7x misc overhead | |
| Contingency | 1 | LS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 70,000.00 | Base staff (Hours with Multiplier | |
| Overhead - 30% of Cost | 1 | LS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 170,000.00 | | |
| Contingency 20% of Cost | 1 | LS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 101,265.00 | | |
| TOTALS | | | | | | | | | | | | | | | | | | | | | | | | 405,060.00 | |

NOTES:

SHEET 1

| | |
|-----------------|---------------|
| Total Cost | 405,060.00 |
| G&A @ 8.597% | 35,630.57 |
| Subtotal | 440,690.57 |
| Contingency 15% | 66,103.59 |
| Final Amount | \$ 506,794.16 |

**GENERAL CONDITIONS
FOR
PUBLIC IMPROVEMENT CONTRACT**

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STANDARD GENERAL CONDITIONS FOR SMALL PUBLIC IMPROVEMENT CONTRACTS (NOT EXCEEDING \$150,000)
SECTION A

A.1 DEFINITIONS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and to provide contract administration of the Work contemplated by the Contract.

BID, means a competitive offer, which is binding on the offerer, in which price, delivery (or Project completion), and conformance to specification and the requirements of the Invitation to Bid will be the predominant award criteria. Depending on the solicitation procedure used, a bid may also be a proposal. For the purposes of the Contract Documents, the terms bid, proposal and offer are synonymous.

BIDDER, means the Person who submits a Bid in response to the Owner's Solicitation Document.

CLAIM, means a resubmitted change request which has been previously denied by the Owner's Authorized Representative.

CONTRACT, means the written agreement between the Owner and the Contractor describing the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Bidders or Proposers, General Conditions, Supplemental General Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, performance bond, Plans, Specifications, approved shop drawings, and approved change orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded bid amount, as increased or decreased by the price of approved alternates and change orders.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom worker's compensation insurance bond premiums, rental cost of equipment, and machinery and the additional costs of field personnel directly attributable to the Work.

DISADVANTAGED BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is

at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned by one or more socially disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

ECONOMICALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who is socially disadvantaged and whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to another in the same business area who is not socially disadvantaged.

EMERGING SMALL BUSINESS, means (a) a business with its principal place of business located in this state (b) a business with average annual gross receipts over the last three years not exceeding 1 million for construction firms and 300,000 for non-construction firms (c) a business which has fewer than 20 employees (d) an independent business (e) a business properly licensed and legally registered in this state, and (f) a business certified by the Office of Minority, Women and Emerging Small Business.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event, happening, or occurrence of the kind described in section F. 7. 1.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more minorities or women, or in the case of a corporation, at least 51 percent of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States who is:

- (a) Black who is a person having origins in any of the black racial groups of Africa
- (b) Hispanic who is a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race
- (c) Asian American who is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands
- (d) Portuguese who is a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race
- (e) American Indian or Alaskan Native who is a person having origins in any of the original peoples of North America or
- (f) Member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Businesses.

NOTICE TO PROCEED, means the official written notice from the Owner indicating that all initial Contract

requirements, including the Contract, performance bond, and certificates of insurance, have been fully executed and submitted in a suitable form and that the Contractor may proceed with the Work defined in the Contract Documents.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work: personnel above the level of foreman (i.e., superintendents and Project managers) equipment owned or leased by the Contractor (i.e., job trailers, small tools) expenses of the Contractor's offices including personnel and overhead and general administrative expenses.

OWNER, means Port of Hood River, Oregon.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this Project. Depending on the specific contract, may also be referred to as Project Manager.

PERSON, means an individual 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, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PROJECT, means the specific work to be performed as described in the Contract Documents.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

SITE is the general area of ground upon which the Contractor will perform the Work.

SMALL BUSINESS CONCERN, as defined in ORS 200.005, means a small business as defined by the United States Small Business Administration per 13 CFR, part 121, as amended.

SOCIALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who has been subjected to racial or ethnic prejudice or cultural bias, without regard to individual qualities, because of the individual's identity as a member of a group.

SOLICITATION DOCUMENT means an Invitation to Bid or similar type document from the Owner soliciting work on the public improvement.

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 generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means 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 that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

SUBSTITUTIONS, means items that are the same or better in function, performance, reliability, quality, and general configuration as that product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract. To the extent the terms of the Supplemental General Conditions and these General Conditions conflict, the terms of Supplemental General Conditions will prevail.

WOMAN as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

WORK means 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.

A.2 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 as set forth in the Contract Documents.

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Solicitation Documents (including any bid addenda) Instructions to Bidders, General Conditions, Supplemental Conditions (if any) the accepted Bid, the Contract and any amendment(s) thereto (if any), Performance Bond, Plans, Specifications, approved shop drawings, approved equals and approved change orders. If the Owner procured the Contract cooperatively, the Solicitation Documents are those the administering contracting agency published and the Bid and related submissions are those the Contractor submitted to the administering contracting agency.

A.4 INTERPRETATION OF DOCUMENTS

A4.1 The Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- 1. The Contract, and amendments to same, with those of later date having precedence over those of an earlier date
- 2. The Supplemental Conditions
- 3. The General Conditions of the Contract
- 4. Specifications and Plans and notes on Plans.

A4.2 In the case of an inconsistency between 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.

A4.3 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 Owner's Authorized Representative. Contractor shall not proceed without direction in writing from the Owner or Owner's Authorized Representative.

A.4.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 Reserved.

A.6 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.7 RETIREMENT SYSTEM STATUS

Contractor is not a contributing member of the Public Employees Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers compensation or the Public Employees Retirement System, except as a self-employed individual.

A.8 GOVERNMENT EMPLOYMENT STATUS

A.8.1 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B

CONTRACT ADMINISTRATION

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

- B.1.1 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.
- B.1.2 The Contractor is responsible for the actions of all its personnel, laborers, suppliers and Subcontractors on the Project.

B.2 MATERIALS AND WORKMANSHIP

- B.2.1 The intent of the Contract Documents is to provide for the construction and completion in 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 and in accordance with industry standards.
- B.2.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work for scope performed by the Contractor, shall be corrected at the Contractor's expense.
- B.2.3 Work done and materials furnished shall be subject to inspection and or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.2.4 Contractor shall furnish adequate facilities, as required, for the Owner'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 proper facilities and access to their facilities.
- B.2.5 If requested by the Owner, the Contractor shall furnish samples of materials for testing by the Owner's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for any specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor

B.6 INSPECTION

GENERAL CONDITIONS
PUBLIC IMPROVEMENT CONTRACT

shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from loss, on account thereof, Owner, its commissioners, agents and employees.

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

- B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.
- B.4.2 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 Minority, Women or Emerging Small Business enterprises in the awarding of subcontracts.
- b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- c) Failure to comply with any or all of the requirements of B.4.1 through B.4.3 shall be a breach of Contract and constitute grounds for Contract termination.
- B.4.3 Contractor represents and warrants that it will not accept a bid or proposal 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 the time they submit their bids or proposals to the Contractor.
- B.4.4 Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.4.5 Utility Notification Requirement for Excavation Work. **ATTENTION:** Oregon law requires Contractor 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.

B.5 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

- B.6.1 Owner's Authorized Representative shall have access to the Work at all times.
- B.6.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced.
- B.6.3 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.
- B.6.4 If directed to do so 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 was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a change order.
- B.6.5 When the United States government participates in the cost of the Work or the Owner has an agreement with other public or private organizations or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.7 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.

B.8 ACCESS TO RECORDS

- B.8.1 Contractor shall keep at all times on the Work site, a copy of the complete Contract Documents and current as built and shall at all times give the Owner's Authorized Representative access thereto.
- B.8.2 The Owner and its duly authorized representatives shall have access, for a period not less than three (3) years to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The Owner and or its agents will continue to be provided full access to the records during litigation.

B.9 WAIVER

GENERAL CONDITIONS
PUBLIC IMPROVEMENT CONTRACT

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

B.10 ASSIGNMENT/ SUBCONTRACT

Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. 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.

B.11 SUCCESSORS IN INTEREST

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

B.12 OWNER'S RIGHT TO DO WORK

Owner 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 work with the other contractors or forces, cooperate 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 the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner'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, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.13 OTHER CONTRACTS

In all cases and at any time, the Owner 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 Owner in the manner described in section B.13.

B.14 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.15 ALLOWANCES

- B.15.1 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 Owner may direct.

- B.15.2 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 costs 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 (i) the difference between actual costs and the allowances under Section B.15.2(a) and (2) changes in Contractor's costs under Section B.15.2(b).
 - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.16 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.16.1 The Contractor shall prepare and keep current, for the Architect's Engineer's approval (or for the approval of Owner'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. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Product Data, and Samples which are described below:
- (a) 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.
 - (b) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.16.2 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. 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.

- B.16.3 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 Owner 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.
- B.16.4 By approving and submitting 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.
- B.16.5 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.
- B.16.6 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 (i) the Architect Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner 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.
- B.16.7 In the event that Owner elects not to have the obligations and duties described under this Section B.16 performed by the Architect Engineer, or in the event no Architect Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.17 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner'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 represents that the Contractor has personally investigated the proposed substitute product represents that 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 become 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.

B.18 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner'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 any 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 Owner.

B.19 FUNDS AVAILABLE AND AUTHORIZED

Owner 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 Owner's appropriation or limitation.

B.20 NO THIRD-PARTY BENEFICIARIES

Owner 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 AND LABOR

C.1 WAGE RATES ON PUBLIC WORKS

The Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Unless the Supplemental General Conditions provide otherwise, Contractor must pay workers not less than the applicable prevailing rate of wage in accordance with ORS 279C.838 and 279C.840. The current prevailing wage rates are contained in the link that follows and are incorporated by reference. The rates that apply are those that are in effect on the effective date of the Contract.

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

If both state and federal prevailing wage rates apply to the Work, Contractor must pay all laborers, including those working on behalf of subcontractors, the higher of the applicable state or federal wage rate.

If Contractor is required to pay prevailing wages, Contractor will ensure that its subcontractors also agree to do so in writing. If both state and federal wages apply to the Work, Contractor will ensure that its subcontractors agree in writing to pay the higher of the applicable state or federal wage rate.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.840, the Contractor and every Subcontractor shall submit written certified statements with the Owner'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 that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. 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 shall be submitted as follows:

(a) For any Project 90 days or less from the date of award of the Contract to the date of completion of Work under the Contract, the statements shall be submitted once before the first payment and once before final payment is made.

(b) For any Project exceeding 90 days from the date of award of the Contract to the date of completion of Work under the Contract, the statements shall be submitted once before the first payment is made, at

90-day intervals thereafter, and once before final payment is made.

The Contractor and Subcontractors shall preserve the certified statements for a period of three years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.825 and in accordance with administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, Contractor must pay a fee to Owner (Owner must submit fee to the Bureau of Labor and Industries) equaling 1/10 of one percent of the Contract price, however, the fee shall not be less than 250 nor more than 7500, regardless of the Contract price. Owner may withhold the amount of this fee from any amounts due Contractor.

C.2.3 Unless otherwise exempt under ORS 279C.836(7) or (8), Contractor and each subcontractor shall prior to commencing work on the project, file with the Construction Contractors Board a Public Works bond consistent with the requirements imposed by and set out in ORS 279C.836 in an amount of not less than 30,000.00.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279B.220 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 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.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.2 Pursuant to ORS 279C.505 demonstrate that an employee drug testing program is in place.

The Contractor shall demonstrate that it has a drug-testing program in place by executing a certification on a form provided by the Owner, which shall become a term or condition of the Contract. Failure to maintain such a program shall constitute a material breach of contract

C.3.3 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder:

C.3.3.1 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services

furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due 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.

C.3.3.2 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 30 days after receipt of payment from the public contracting agency 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(4) 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 the rate described in and computed pursuant to ORS 279C.580. The amount of interest may not be waived.

C.3.3.3 If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public 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 public contract shall contain a similar clause.

C.3.4 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 10 days out of such amounts as are paid to the Contractor by the public contracting agency under such contract and
- (b) An interest penalty clause that obligates the Contractor if payment is not made within 30 days after receipt of payment from the public contracting agency, 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 ORS 279C.580(3)(a). A Contractor or first-tier Subcontractor may 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 the public contracting agency or Contractor when payment was due.
- (c) 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 computed at the rate specified in ORS 279C.515(2).
- (d) A clause which requires each of Contractor's Subcontractors 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) (b) and (c), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.5 All employers working under this Contract are subject employers which must comply with ORS 656.017 relating to providing Workers Compensation coverage.

C.3.6 Contractor must provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment, or another method by which the subcontractor may claim a payment due from the Contractor. Contractor must use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A contractor may change the form or the regular administrative procedures the contractor uses for processing payments only as provided by and consistent with ORS 279C.580.

C.3.7 Contractor warrants that it is not delinquent in the filing or payment of any Oregon income taxes, Oregon personal property taxes, Oregon municipal taxes, or Oregon real property taxes and that it has otherwise complied with all Oregon tax laws and all tax laws of those Oregon municipalities to which Contractor is subject.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor all sums of which the Contractor agrees to pay for such services 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.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than 10 hours in any one day or forty hours 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 hours a day or 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 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday and

- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 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.

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative.

D.1.2 Changes in Plans, quantities, or details of construction are inherent to the nature of construction and may be necessary or desirable during the course of construction. The Owner's Authorized Representative may at any time, without notice to the sureties, either increase or decrease the amount of Work to be performed under the Contract. Without impairing the Contract, the Owner reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to:

- (a) Specifications and design.
- (b) Increases or decreases in quantities.
- (c) Additional Work.
- (d) Elimination of any Contract item.
- (e) Duration of Project.
- (f) Acceleration or delay in performance of Work.

D.1.3

Any Contract amendment (including change orders, extra Work, field orders, or other changes in the Contract Documents) which modifies the original Contract, may be made with the Contractor without competitive bidding.

D.1.4 No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.

D.1.5 All change order Work shall be executed under the conditions of the Contract Documents.

D.1.6 It is understood that changes in the Work are inherent to construction of this type. The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 If the Contractor is delayed by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner, or by Force Majeure, the Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two working days of the delay. This notice shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated time extension necessary to

compensate for the delay. When the cause of the delay has been mitigated, the Contractor shall promptly submit to the Owner's Authorized Representative, a complete and detailed request for additional time resulting from the delay. The request shall be reviewed as described in Section D.3 Claims Review Process. Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Owner may grant a time extension for avoidable or unavoidable delay if the Owner deems it is in its best interest.

D.2.2 If the Contractor discovers 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 Owner's Authorized Representative immediately and before the area has been disturbed. The Owner'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.

D.3 CLAIMS REVIEW PROCESS AND DISPUTE RESOLUTION

D.3.1 All Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten (10) days from the date of the occurrence of the event which gives rise to the claim or not more than ten (10) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

D.3.2 All claims shall be submitted in writing 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 exact dollar value of the claim, and specific 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 Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract.

D.3.3 The Owner's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor (2) inform the Contractor and Owner 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) recommend approval of all or part of the claim or (5) propose an alternate resolution.

D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within 30 days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.

D.3.6 If the parties cannot mutually resolve any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement, either party may apply to the Presiding Judge for Hood River County Circuit Court for appointment of a mediator. Each party shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own costs and fees, including attorney fees and other expert fees. Mediation shall be in Portland, Oregon unless the parties agree otherwise. 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 Owner and Contractor and failure to comply with this requirement is a material breach of the Contract. The schedule and time allowed for mediation will be mutually acceptable.

If the dispute is not resolved by mediation, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Hood River County, Oregon. Any trial shall be to the court without a jury. The prevailing party shall be entitled to its own costs and attorneys and expert fees.

D.3.7 Regardless of the review period or the final decision of the Owner'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 Owner or Owner's Authorized Representative.

SECTION E
PAYMENTS

E.1 Reserved.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner 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. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. 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, Owner shall so notify the Contractor within 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 days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

E.2.2 Contractor shall submit to the Owner'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: _____

E.2.3 Generally, request for payment will be accepted only for materials which have been installed. Under special conditions, payment requests for stored materials will be accepted at Owner'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 30 days in advance of the Application for Payment on which it appears. Requests for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit invoices showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner'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 Owner 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 Owner.
- (e) Payments shall be made for material only. The submitted invoice amount 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 born solely by the Contractor.
- (f) Within 60 days of the request 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.

E.2.4 The Owner reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform with the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 Reserved.

E.5 FINAL PAYMENT

Upon completion of all the Work under this Contract, the Contractor shall notify the Owner'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 Owner's Authorized Representative will inspect the work, and if acceptable, submit to the Owner 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, Owner will notify Contractor within 15 days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due Contractor under the provisions of these Contract Documents.

SECTION F

JOB SITE CONDITIONS

F.1 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 Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, Owner's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, 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 Owner.

F.2.2 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 the Work, all necessary safeguards for protection 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 Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner 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 make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 reserved.

F.2.5 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.

F.2.6 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 Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

F.3.1 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.

F.3.2 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.

F.4 CLEANING UP

From time to time as may be ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at his 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 hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for any and all spills, releases, discharge or leaks of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to satisfaction of the Owner and 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 Owner and be performed by properly qualified personnel.

F.5.1.1 Contractor shall obtain the Owner'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 any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, 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

- (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 Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Section G.2. 1. I of this Contract.

F.5.2 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 Owner. A written follow-up report shall be submitted to Owner within 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 DE 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 Owner officials other than Owner.
- (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.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. Hazardous substance(s) are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner 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 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.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

F.7.1 Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, or public enemy, strikes, freight embargoes and or war which is beyond that party's control. The Owner may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

F.7.2 In the event Force Majeure impacts this Project, the Owner may grant a reasonable extension of time and or additional compensation.

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT SECURITY

G.1.1 The Contractor shall furnish and maintain in effect at all times during the Contract Period, a performance bond and a payment bond in a sum equal to the Contract Price to cover Contractor's obligation to perform and complete the Work and Contractor's obligation to make payments to Subcontractors, Suppliers and others Contractor is obligated to pay.

G.1.2 Bonds issued by a surety company authorized to do business in Oregon are the only acceptable form of security, unless otherwise agreed to by the Owner in writing.

G.2 INSURANCE AND INDEMNIFICATION

G.2.1 Responsibility For Damages Hold Harmless:

G.2.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents. Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner against any claims arising from said damage, injury, loss, expense, inconvenience or delay.

G.2.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.2.3 Workers Compensation: The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage limits of not less than 500,000 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. 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 its Subcontractors.

G.2.4 BUILDER'S RISK INSURANCE - NOT APPLICABLE TO CONTRACTOR - OWNER TO CARRY

G.2.5 LIABILITY INSURANCE

G.2.5.1 Commercial General Liability: 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. This insurance shall include coverage for the hazards of operations including explosion, collapse and underground coverage, elevators, independent contractors, employees as additional insureds, and broad form property damage. The insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided for in this Contract, for contracts related to the Work, and products completed operations liability. The policy shall be endorsed to extend the completed operations for three years after Final Completion of the Work. Combined single limit per occurrence shall not be less than 2 million, or the equivalent. Each annual aggregate limit shall not be less than 1 million, when applicable.

G.2.5.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering 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 1,000,000.00 or the equivalent.

G.2.5.3 Tail Coverage: If any of the required liability insurance is arranged on a claims made basis, tail coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of tail coverage as described or continuous claims made liability coverage for 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 the Final Acceptance of Work or Services and Related Warranty (if any).

G.2.6 Additional Insured: The liability insurance coverage, required for performance of this Contract shall include Owner, members of its Board, its officers and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name Owner, members of its Board, its officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner, members of its Board, its officers and

employees as Named Insureds with not less than a 2 million limit per occurrence. This policy must be kept in effect for 24 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to its issuance of a Notice to Proceed.

- G.2.7 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages) without 10 days written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner the members of its Board of Education, officers, or employees.
- G.2.8 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Owner prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the

parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon. Contractor shall cause the insurer to strike out the clause endeavor to send notice of cancellation where such or a similar clause appears in any certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and or self-insurance included hereunder. Any self-insured retention and or self-insurance in excess of 25,000 shall be disclosed to the Owner in writing prior to issuance of a Notice to Proceed and is subject to Owners approval. All policies of insurance must be written by companies having an A.M. Best rating of A VIII or better. The Owner may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below the A VIII rating.

SECTION H
SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 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 on the site within 15 calendar days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.
- H.1.3 The Owner shall 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 in H.1.2 above.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the Project or 5 % of the available time. Schedules with activities of less than one day or valued at less than 1 % of the Contract will be considered too detailed and will not be accepted. 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 payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Project. Use of the float will be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

SECTION I
CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

Work failing to conform to the Contract Documents shall be deemed defective. Contractor shall promptly remove from the premises and replace, all defective materials as determined by the Owner's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and,

unless otherwise specified, Contractor shall correct any defects in materials or workmanship 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 Owner. For clarity's sake, notwithstanding the foregoing, Contractor is not responsible for ordinary wear and tear, defects resulting from the design of the Work, or defects that result from work not completed by Contractor. The Owner shall give Contractor notice of defects with reasonable promptness.

- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative. In addition, the warranty does not shorten, limit or otherwise affect statutes of limitation that apply to the Work and this Contract.

SECTION J
SUSPENSION/TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner and or the Owners Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:

- (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 Owners 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.

J.1.2 Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If it was a Contractor caused suspension, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in the Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner, after providing Contractor an opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the Contract under the conditions including but not limited to those listed below:

- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Contractor as debtor-

in-possession or Trustee for the estate fail 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 Owner or its Authorized Representative or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time the above occurs, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 Owner will provide Contractor and Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice, Contractor and Contractor's surety shall provide Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits or consequential damages of any form due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a Notice of Termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts 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 Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed Owner, Contractor shall upon termination transfer title and deliver to Owner all Project documents, information and other property that, if the Contract had been completed, be required to be furnished Owner.

SECTION K
CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owners Authorized Representative, record drawings of the entire Project. Record drawings shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record drawings are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record drawings include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals (O M Manual) for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O M Manuals have been received. The OEM Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner'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, five (5) complete and approved sets of O M Manuals shall be delivered to the Owner's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized Release of Liens and Claims Form, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners 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 Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 NOTICES

K.4.1 Contractor shall provide Owner a written notice of both Substantial and Final Completion. Both completion notices must be signed by the Owner's Authorized Representative to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion shall be that the stage in construction when the Work is nearly complete and can be used for its intended purpose, allowing Owner to take possession. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.4.3 Final Completion shall be when all Work is complete in accordance with the Contract Documents and any generated punch lists.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and or system is completely installed and operational in its normal operating environment.

K.6 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. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall state that the Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and storage.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned Certificate of Occupancy from the appropriate state and or local building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the

Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

SECTION L
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525 the following is a list of federal, state and local agencies of which the Owner 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:

L.2 FEDERAL AGENCIES

Agriculture, Department of
Forest Service
Soil Conservation Service
Coast Guard
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank
Interior, Department of
 Bureau of Land Management
 Bureau of Indian Affairs
 Bureau of Mines
 Bureau of Reclamation
 Geological Survey
 Minerals Management Service
 U.S. Fish and Wildlife Service
Labor, Department of
 Mine Safety and Health Administration
 Occupation Safety and Health Administration
Federal Highway Administration
Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of Soil and Water Conservation Commission
Columbia River Gorge Commission

Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Insurance and Finance, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
 State Lands, Division of
 Water Resources Department of

L.4 LOCAL AGENCIES

City Councils
County Courts
Port Commissions
County Commissioner, Board of
Design Commissions
Historical Preservation Commission
Planning Commissions

TASK ORDER 14

SCOPE OF SERVICES for Emergency Bridge Repairs to Portal Bracing

July 5, 2024

This Task Order pertains to a **Personal Services Master Service Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and **HDR Engineering, Inc.** (“**Consultant**”), dated June 17, 2015 (“the Agreement”), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, Amendment 3 dated July 3, 2021 and Amendment 4 dated May 3, 2023. Consultant shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

Given the emergency nature of these services, Consultant may have limited access to the site, data, resources, applicable codes and standards, information or third parties that it would normally have access to in performing services of this nature and will have a highly compressed time frame in which to perform the services. As a result, Consultant will have to rely on, in whole or in part, the data and information provided by the Port and/or third parties working on the Port’s behalf without independent verification by Consultant and may have to rely on reasonable assumptions at the time and may have to utilize broad ranges and estimates in performing its services. While Consultant has and will utilize reasonable efforts in preparing any reports and services, the standard of care for all services performed or furnished by Consultant under this Task Order will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances (including the emergency nature of the services) at the same time and in the same locality.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

This Task Order will provide for emergency services for field observations, bridge structural assessments, design of structural repairs, and construction support/inspection services to repair damage to overhead portal bracing resulting from impact with an overheight vehicle on June 27, 2024. A study for implementation of height restriction enforcement frames for early detection of overheight vehicles will also be performed in this work.

PART 2.0 SCOPE OF SERVICES

Task 1: Project Management & Administration

The Consultant shall provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant will:

- Provide monthly invoices and progress reports to the Port and identify budget status and tasks performed to date during the billing period;
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port.

Deliverables:

The following items shall be delivered to the Port:

- Invoices and progress reports;

- Project Management Plan;
- Site-Specific Safety Plan.

Task 2: Field Observations and Structural Assessments

Consultant shall:

- Conduct a site visit to observe damage to structural members resulting from impact with the overheight vehicle on June 27, 2024, and assist ODOT with developing the Bridge Incident Response Report;
- Perform assessments of the bridge in the damaged state;
- Provide recommendations to the Port on bridge opening to vehicular traffic on the bridge and marine traffic passage under the bridge;
- Document field observations, results of structural assessments, and recommendations to the port in a memorandum and Executive Summary document;
- Attend meetings with the Port, the Port's selected contractor, and other Agencies as directed by the Port;
- Attend and present at Emergency Commission Meetings.

Assumptions

The following assumptions are made:

- Deliverables shall be electronic in MS Word, MS Excel, MS PowerPoint, and/or PDF format;
- Expenses for printing, shipping, travel, and lodging for this Task Order are reimbursable at cost;
- One (1) memorandum shall be developed with up to one (1) updated version addressing comments from the Port or their delegate;
- One (1) Executive Summary for the memorandum shall be developed;
- One (1) Emergency Commission Meeting shall be attended with Consultant presentation support.

Deliverables

The following items shall be delivered to the Port:

- Memorandum and Executive Summary documenting background, observations, structural assessments, and recommendations;
- Draft and final presentation slides for the Emergency Commission Meeting;
- "Structural Investigation" narrative, "Repair Recommendations" narrative, sketch, and annotated photos provided to ODOT for inclusion in the Bridge Incident Response Report.

Task 3: Final Design Plans, Specifications, and Quantities

Consultant shall:

- Develop draft and final designs, plans, specifications, and quantities for repair work to damaged overhead portal bracing resulting from impact with an overheight vehicle on June 27, 2024;
- Attend meetings with the Port, the Port's selected contractor, and other Agencies as directed by the Port.

Assumptions

The following assumptions are made:

- Deliverables shall be electronic in MS Word, MS Excel, and/or PDF format.

- Expenses for printing, shipping, travel and lodging for this Task Order are reimbursable at cost;
- Final and Draft Plans set detailing repair work will not exceed thirteen (13) drawings to repair damage at the following locations:
 - South Support Tower (Pier 11), Back Face;
 - South Support Tower (Pier 11), Front Face;
 - South End Portal of Truss Lift Span 11;
 - North Support Tower (Pier 12), Back Face;
 - North Support Tower (Pier 12), Front Face;
 - North End Portal of Truss Lift Span 11.
- Repair work shall be based on a replace-in-kind approach to restore the original capacity of the members without necessarily updating details to current design standards. In addition, new steel members are assumed to not be coated to avoid field coating and associated containment, and instead, new section sizes will be increased incrementally to account for anticipated corrosion and future section loss. Multiple repair approaches shall not be studied as this approach is intended to expedite the completion of the repairs. This design approach has been discussed with the Port and Port's selected contractor;
- Port's selected contractor will develop construction cost estimates;
- The construction work is anticipated to be performed at night under full bridge closure and will subsequently not require temporary traffic control plans.

Deliverables

The following items shall be delivered to the Port:

- Draft plans and specifications for constructability review by the Port's selected contractor;
- Final stamped plans including up to thirteen (13) drawings;
- Final stamped specifications;
- Final quantities;
- Reparation Design Calculation Book.

Task 4: Construction Support

Consultant shall:

- Provide construction support consisting of the following:
 - Review construction working drawings, shop drawings, and other construction submittals;
 - Provide consultation and technical services regarding the design during construction of the Project;
 - Provide on-site monitoring and inspection of construction for conformance with construction contract documents;
 - Provide As-Constructed Plan Set of Drawings and Calculation Book.

Assumptions

The following assumptions are made:

- Construction duration will not exceed more than twelve (12) shifts;
- Each shift will not exceed more than twelve (12) hours;
- Construction work is anticipated to be performed at night under full bridge closure conditions.
- The presence or duties of Consultant's personnel at a construction site, whether as onsite representatives or otherwise, does not make Consultant or Consultant's personnel in any way responsible for those duties that belong to the Port and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their

obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, scheduling, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

- Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.
- The presence of Consultant's personnel at a construction site is for the purpose of providing to the Port a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

Deliverables

The following items shall be delivered to the Port:

- Marked-up/comment copies of the Working Drawings, shop drawings, and other submittals;
- Written responses to inquiries regarding the reparation designs during construction;
- On-site construction monitoring, inspection, and documentation for conformance with construction contract documents;
- Construction Inspection daily logs and pictures of events;
- As-Constructed Plan Set of Drawings and Calculation Book.

Task 5: Height Restriction Enforcement Frame Study

Consultant shall:

- Investigate various alternatives (up to 3) for early detection of overheight vehicles and enforcement of height restrictions on traffic entering the bridge from both approaches;
- Documentation of feasible options in a memorandum with accompanying plan sheet to illustrate frame locations.

Assumptions:

The following assumptions are made:

- The purpose of this work is to identify feasible alternatives for Port consideration;
- Port will authorize future work with a contract amendment to determine the preferred alternative and develop final plans, specifications, and quantities for construction and implementation.

Deliverables:

- One memorandum identifying various early detection frame alternatives (up to 3) to be considered by the Port for enforcement of height restrictions on traffic entering the bridge from both approaches. Memorandum may include one (1) accompanying plan sheet to illustrate frame locations.

PART 3.0 PORT'S RESPONSIBILITIES:

Port will provide access to Port properties as needed, including traffic control on the bridge, and be available for mutually agreed upon times for site visits.

Port will submit permit related applications and associated fees.

Port will provide Notice to Mariners as required by US Coast Guard.

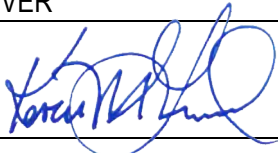
PART 4.0 PERIODS OF SERVICE:

All work shall be completed by September 6, 2024.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment shall be a not-to-exceed amount of **\$381,635** billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

This Task Order is executed this 5th day of July, 2024.

PORT OF HOOD RIVER
 "Port"
 BY: 
 NAME: Kevin Greenwood
 TITLE: Executive Director
 ADDRESS: 1000 E. Port Marina Drive
Hood River, OR 97031

HDR ENGINEERING, INC.
 "Consultant"
 BY: _____
 NAME: Tracy Ellwein
 TITLE: Vice President
 ADDRESS: 1050 SW 6th Ave
Suite 1800
Portland, OR 97204



Wiss, Janney, Elstner Associates, Inc.

800 Hyde Park

Doylestown, Pennsylvania 18902

215.340.5830 tel

www.wje.com

July 9, 2024

Ryan Klapprich
Facilities Manager
Port of Hood River

Hood River Vertical Lift Bridge

Hood River, Oregon
Bridge Damage M&E Inspection
Work Order No. 2

Dear Ryan:

As a result of the recent structural damage to Hood River Lift Bridge, the Port of Hood River has requested that WJE conduct a mechanical and electrical inspection to verify that the mechanical and electrical components of the bridge were not affected by impact or change in geometry of the bridge. The inspection and operational testing are required to verify that the bridge is suitable for continued operation.

Our scope of services for this work is provided below.

Electrical Inspection:

1. Visual inspection of the electrical installation
2. Inspection and operational testing of limit switches
3. Assess and if necessary, re-calibrate inclinometers.
4. Safety interlock testing for the traffic control and bridge operating system.
5. Perform baseline power recordings for the bridge main drives and the lock motors.

Note that Patrol will be available to log in as part of this work. The cost for their work will be as provided previously for a bridge opening.

Mechanical Inspection:

1. Visual inspection of the upper and lower span guides with verification of gaps measured during our recent inspection.
2. Visual inspection of span locks and verification of clearances taken during our recent inspection.
3. Visual inspection of live load and intermediate support and verification of clearances measured during our recent inspection.
4. Witness operational testing to check for:
5. Unusual movement of bridge at lift off from the seated position.
6. Observation of span and counterweight guides during bridge operation
7. Observation of bridge seating to check for potential interference.

We anticipate completing our inspection in one workday during daylight hours.



We will require a minimum of two full lifts to complete our work.
Our cost estimate for these services is attached.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Paul M. Bandlow
Principal and Unit Manager

C: Kevin Greenwood

IF ACCEPTED, PLEASE SIGN TO BEGIN WORK

Kevin M. Greenwood, Executive Director



Name: **Hood River Bridge - Bridge Damage M&E Inspection**

| Level: | Senior Principal | Principal | Associate Principal | Senior Associate | Associate III | Associate II | Associate I | Senior Specialist | Specialist | Senior Technician | Technician II | Technician I | Task Hours | Task Time Cost | Rounded Task Time Cost | Task Expenses | Task Budget |
|---|------------------|-------------|---------------------|------------------|---------------|--------------|-------------|-------------------|------------|-------------------|---------------|--------------|------------|----------------|------------------------|--------------------|---------------------|
| Tasks | Rate: \$ 400.00 | \$ 330.00 | \$ 280.00 | \$ 250.00 | \$ 220.00 | \$ 190.00 | \$ 150.00 | \$ 180.00 | \$ 160.00 | \$ 140.00 | \$ 120.00 | \$ 100.00 | | | | | |
| 1 Mechanical and Electrical Inspection | | | | | | | | | | | | | | | | | |
| Mobilization | | 40 | | | | | | | | | | | | | | | |
| Field Work | | 16 | | | | | | | | | | | | | | \$ 3,815.60 | |
| Report | | 8 | | | | | | | | | | | | | | | |
| Task Hours | 0 | 64 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 64 | | | | |
| Task Cost | \$ - | \$21,120.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 21,120.00 | | \$ 3,815.60 | \$ 24,935.60 |
| | | | | | | | | | | | | | | | | Grand Total | \$ 24,935.60 |

Reimbursable Expenses

| | Units | Cost Unit () | |
|---|-------|---------------|--------------|
| Airfare | 2 | 1000 | 2,000 |
| Airline Baggage Fees | 2 | 150 | 300 |
| Rental Car | 4 | 100 | 400 |
| Lodging Per Diem | 4 | 188.4 | 754 |
| Private Vehicle Mileage (office to airport, 2 vehicles) | 280 | 0.75 | 210 |
| Parking | 4 | 38 | 152 |
| Sub total (reimbursable expenses) | | | 3,816 |

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Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.75 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged

existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



EXHIBIT H

Memo

Date: Sunday, June 30, 2024

Project: Hood River - White Salmon Interstate Bridge (ODOT Bridge Number 06645)

To: Kevin Greenwood (Port)

From: Justin Doornink, PhD, PE (HDR)

Subject: **2024 Portal Damage Assessment**

Executive Summary

On June 27, 2024, the Port of Hood River (Port) contacted HDR Engineering, Inc. (HDR) regarding bridge members damaged by a vehicle impact on the existing Hood River - White Salmon Interstate Bridge. Based on the initial briefing and photographs provided by the Port, HDR recommended that the Port close the bridge until further notice until additional field investigations could take place to further assess the condition of the bridge.

Working with Port staff on site, the HDR engineering and inspection team observed the damage at six (6) overhead brace locations. HDR then performed an assessment of the bridge response in a damaged condition, which was informed by review of existing plans, the existing calculations, and damage observed on site. The assessment did not identify a structural deficiency that would preclude vehicular traffic from using the bridge in the lowered, damaged condition.

Work performed by HDR has been accomplished utilizing reasonable efforts, assumptions and standard of care commensurate with the limited timeframe, access and information available for this effort. At the discretion of the Port, reopening of the bridge to vehicular traffic may proceed provided that vehicles are compliant with the posted load rating of the bridge.



Memo

Date: Sunday, June 30, 2024

Project: Hood River - White Salmon Interstate Bridge (ODOT Bridge Number 06645)

To: Kevin Greenwood (Port)

From: Justin Doornink, PhD, PE (HDR)

Subject: **2024 Portal Damage Assessment**

1.0 Incident Background and Existing Conditions Summary

At approximately 11:00am on June 27, 2024, the Port of Hood River (Port) contacted Mikal Mitchell and Justin Doornink with HDR Engineering, Inc. (HDR) regarding damaged members on the Hood River - White Salmon Interstate Bridge (ODOT Bridge Number 06645). During this initial briefing, it was communicated to HDR that several overhead bracing members were damaged after being struck by an oversized vehicle, and photographs of the damaged members were provided to HDR by the Port.

Based on the initial briefing and provided photographs, at approximately 11:30am Justin Doornink recommended that the Port close the bridge until further notice so that additional field investigations could take place to further assess the condition of the bridge. The Port agreed and subsequently closed the bridge to vehicular traffic around 11:45am. The bridge currently remains closed to vehicular traffic.

2.0 Field Observations Summary

As directed by the Port, HDR mobilized Justin Doornink (Project Manager), Eric Rau (Senior Bridge Engineer), and Mark Schneider (Bridge Inspector) to the site on the afternoon of June 27, 2024. They arrived to the site at approximately 2:30pm. Upon arrival, the HDR Team observed the damage with Ryan Klapprich (Facilities Manager) of the Port. From the bridge deck, damage could be seen at six (6) portal brace locations:

- South Support Tower (Pier 11), Back Face
- South Support Tower (Pier 11), Front Face
- South End Portal of Truss Lift Span 11
- North Support Tower (Pier 12), Back Face
- North Support Tower (Pier 12), Front Face
- North End Portal of Truss Lift Span 11



After this initial site reconnaissance, Mark Schneider utilized a 40-ft articulated boom lift provided by the Port to inspect the damage more closely. The locations and details of the impacted portal bracings and photographs taken by Mark Schneider are included in Appendix A. After an initial inspection of the portal bracings, Mark Schneider observed the bearing seats of the lift span and determined, with assistance and input from Ryan Klapprich, that the impact event to the bridge did not alter the pre-existing bearing seat conditions provided by the Port.

3.0 Structural Assessment and Findings

Once initial field reconnaissance efforts concluded, an expedited high-level assessment of the bridge in its observed damaged condition was initiated. The HDR team was in continuous communication with the Port during the assessment. The assessment considered both vertical and lateral response of the bridge, which was informed by review of existing plans, the current 2020 load rating, and damage observed on site. The assessment generally compared loads, forces, and capacities of the bridge in the damaged condition to baseline values documented in the existing information provided by the Port. The bridge component would be deemed sufficient if the comparison resulted in similar values as the baseline. Refined structural analysis or detailed determination of member capacities was not performed as part of this expedited work. Outside of the damage associated with the events of June 27, 2024, the in-service condition of the 1937 structure was not considered, and due to the emergency nature of the services, a full and detailed investigation was not performed.

Given the urgency of this work and consistent with the observed damage of the bridge, conservative assumptions were used to simplify the work. These included:

- Damage is consistent at the three (3) north and (3) south locations.
- Damage is isolated to the portal frame members and interior connections (gusset plate, bolts, and rivets) and damage did not propagate to the primary members of the tower supports (front and back legs) and lift span truss chords.
- The vertical load assessment was specific to dead load and the vehicular live load.
- The horizontal load assessment was specific to wind on structure loads.
- The lift span truss is adequately seated in a lowered position thereby limiting the assessment of the tower support (back and front legs) to dead and wind on structure loads.
- The lift span truss will remain in a lowered position until corrective work is performed.

With the lift span truss in a lowered position, the structural response of the lift truss span and tower support (back and front legs) act independently of each other. Therefore, a different assessment was performed to review the adequacy of the tower support (back and front leg) and lift truss span in the damaged condition. The assessment of each of these components was also reviewed independently for vertical and horizontal response.

The bridge is a truss structure that spans north to south across the Columbia River. The truss is composed of east and west chords with transverse bracing between. This truss description is applicable to both the lift span truss (bridge span 11) and the lift tower supports (bridge piers 11 and 12) composed of both front and back legs. The portal braces are oriented perpendicular to the long axis (north-south) of the bridge. They are secondary members that provide transverse support to the east and west primary members.

Lift Support Tower:

Vertical Load Assessment:

- Each leg of the tower support is a vertically oriented truss that is divided into several braced bays. The top of the tower support is approximately 100-feet above the bridge deck.
- The axial capacity of the vertical members is based on the length between brace points and the section properties within that brace length.
- The axial capacity of the vertical members varies over its height with variable brace length and section properties.
- The assessment reviewed the axial capacity of the tower support with an emphasis on considering the damaged portal brace being fully removed from the lowest brace bay.
- While removal of the portal brace reduced the axial capacity of the tower within the lowest braced bay, the adjacent braced bay (which is not altered by removal of the portal brace) has a lower axial capacity.
- Therefore, it was determined that the Lift Tower Supports are adequate for vertical loads in its current damaged condition.

Horizontal Load Assessment:

- A simplified 2-D truss model of the back tower leg was developed using wind loads defined in the original 1937 plans.
- The findings of the back tower leg are applicable to the front tower leg as the portal brace configuration is similar.
- The analysis model demonstrated that the force demands for tower components are insignificantly different when the damaged components of the portal are removed from the analysis.
- Therefore, it was determined that the Lift Tower Supports are adequate for horizontal loads in its current damaged condition.
- The original design basis considered wind acting on the structure with the lift truss span in both a raised and lowered position. Drawing number 44714 of the original 1937 plan set

provides a summary of the force demands from wind loads acting on the tower supports. The plans document that the force demands are approximately 50% lower for front tower leg with the lift truss span in a lowered position. It is therefore recommended that the lift span truss remain in a lowered position until corrective work is performed.

Lift Truss Span:

Vertical Load Assessment:

- Based on a review of the current 2020 load rating, it appears that the axial capacity of the compression chord is not impacted by the portal brace.
- The unbraced length of this chord element is based on bracing exclusively at panel points and conservatively ignores support provided at the portal brace location.
- As the load rating does not consider the portal brace, its damaged or undamaged condition does not alter the results of the load rating.
- Therefore, it appears that the Lift Truss Span is adequate for vertical loads in its current damaged condition.

Horizontal Load Assessment:

- The assessment considered the capacity of the portal frame in both the damaged and undamaged conditions.
- A simplified 2-D truss model of the portal was developed with force demands based on winds acting on the structure and an assumed minimum force required to brace the compression chord of the lift span truss. Consideration of the minimum bracing force was conservative as the load rating evaluation of the compression chord did not consider bracing provided at the portal location.
- The analysis model was used to if determine force demands for portal components are functional after the damaged component was removed.
- While force demands were shown to increase, they remained below the capacity of the members.
- Therefore, it appears that the Lift Truss Span is adequate for horizontal loads in its current damaged condition.

4.0 Stipulations and Recommendations

Given the emergency nature of the services requested of HDR by the Port, and in conjunction with limited access to the site, data, information and third parties that HDR would have access to when performing these types of services under normal circumstances, HDR has necessarily relied upon, in whole or in part, the data and information provided by the Port. As such, the information

provided has not been independently verified by HDR and is assumed to be accurate, complete, reliable, and current.

Work performed by HDR has been accomplished utilizing reasonable efforts, assumptions and standard of care commensurate with the limited timeframe, access and information available for this effort. As such, HDR does not warrant nor guarantee the conclusions set forth below.

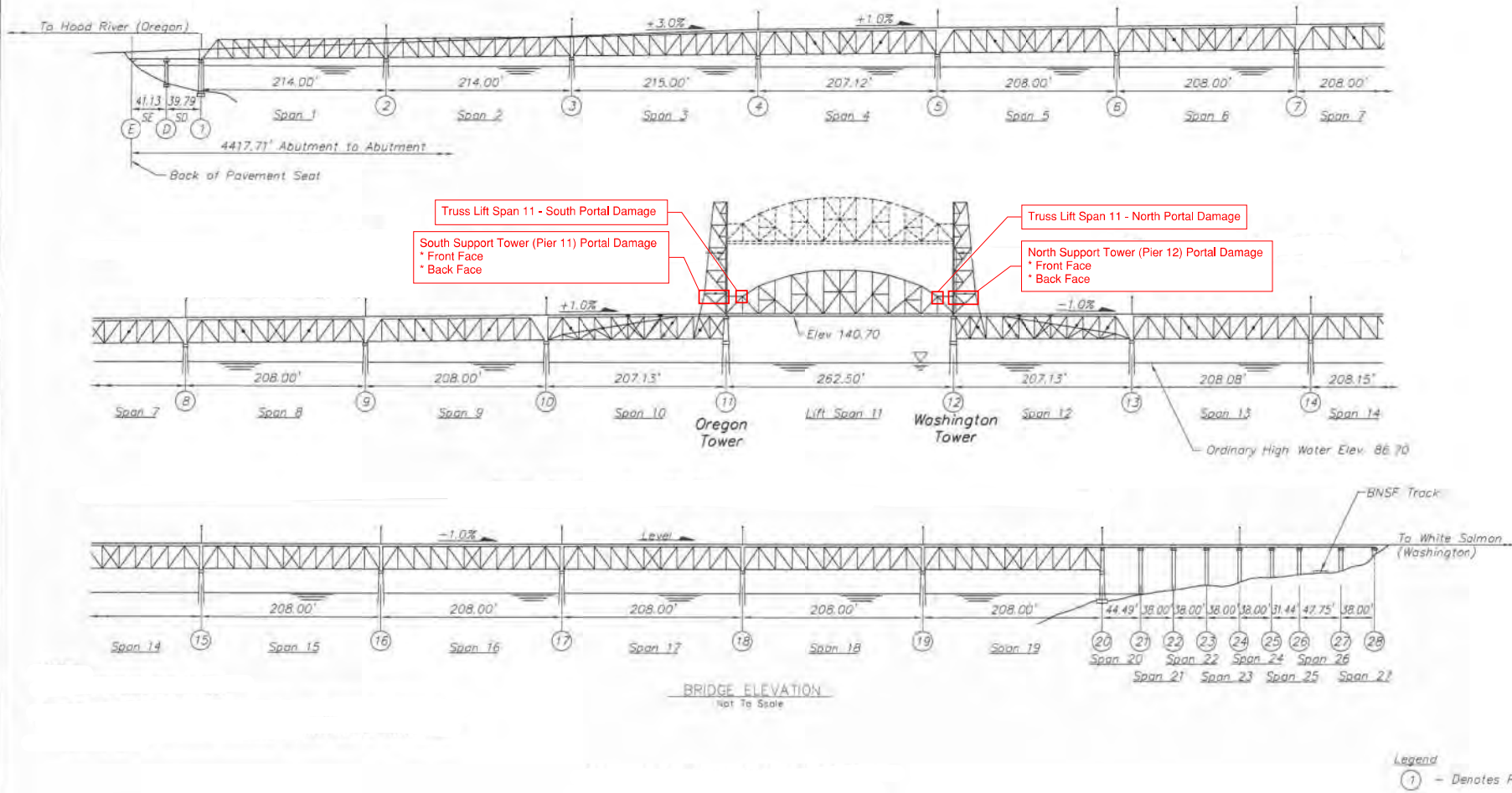
With that said, HDR's initial analysis of the bridge in its current damaged condition supports the following conclusions:

- The existing bridge lift span should remain in place and not be raised until all damaged portal bracing is repaired.
- At the discretion of the Port, resumption of marine traffic under the bridge may proceed provided the Port can determine that there is sufficient vertical clearance to do so without raising the lift span.
- At the discretion of the Port, reopening of the bridge to vehicular traffic may proceed provided that vehicles are compliant with the posted load rating of the bridge.
- Design of final bridge repair plans, specifications, and estimate should be expedited with the resulting repairs to follow immediately thereafter.

Appendix A

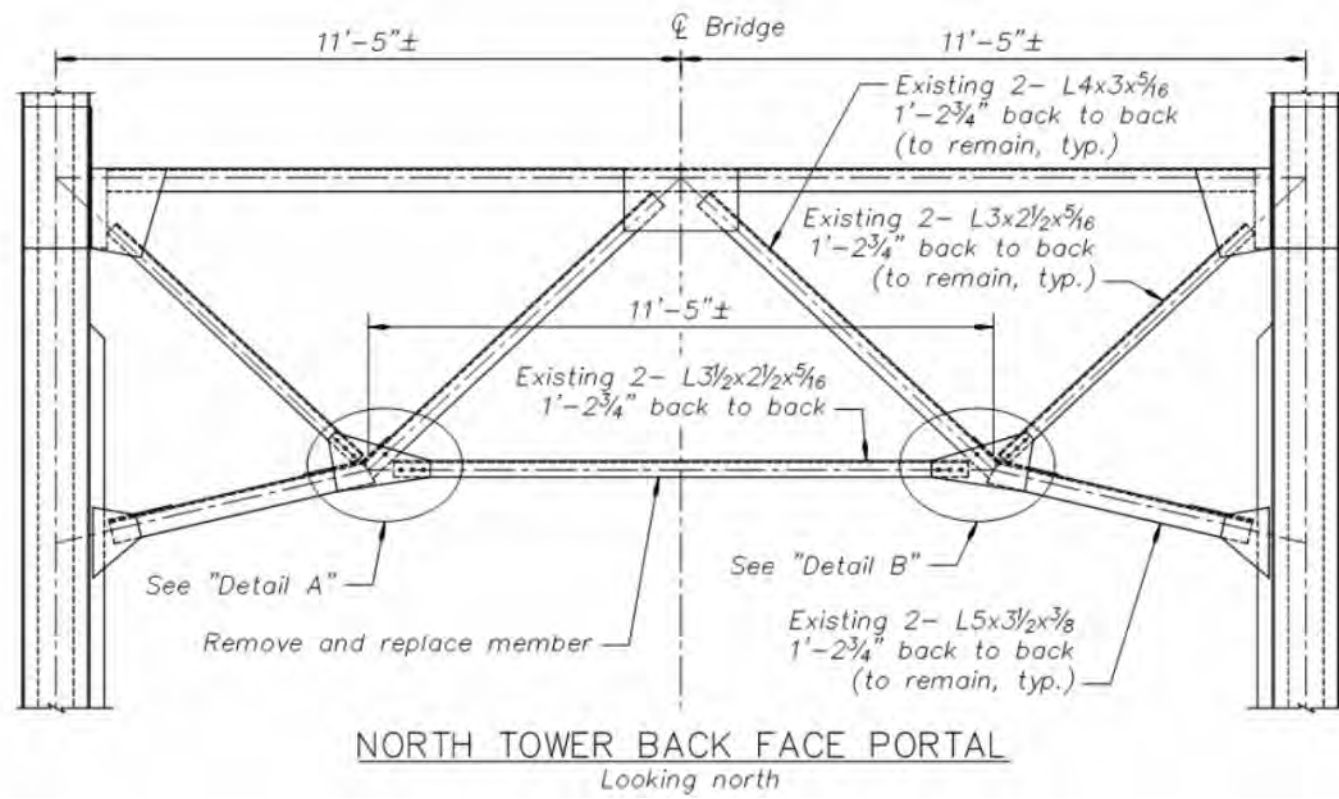
Portal Details and Photographs

Observed Damage Locations



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North Support Tower (Pier 12): Back Face Portal Details
Source: Dwg. 100741

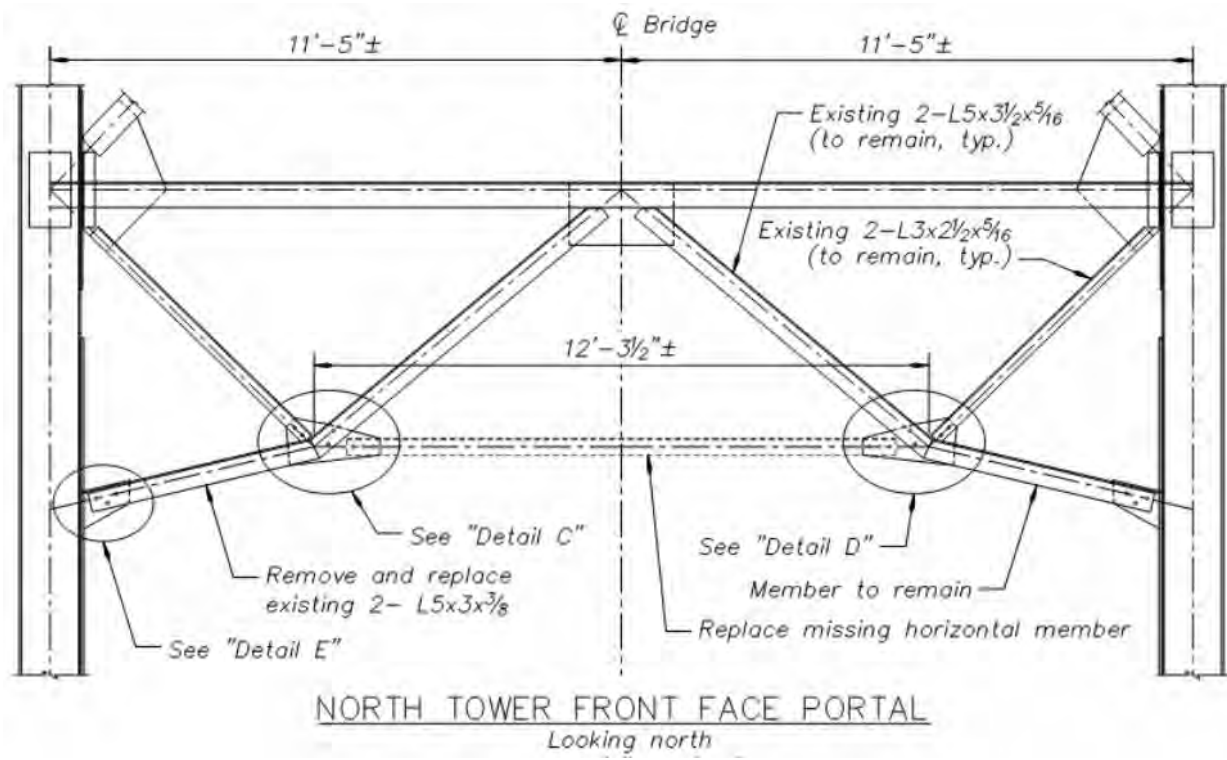


Select Pictures of Observed Damage



North Support Tower (Pier 12): Front Face Portal Details

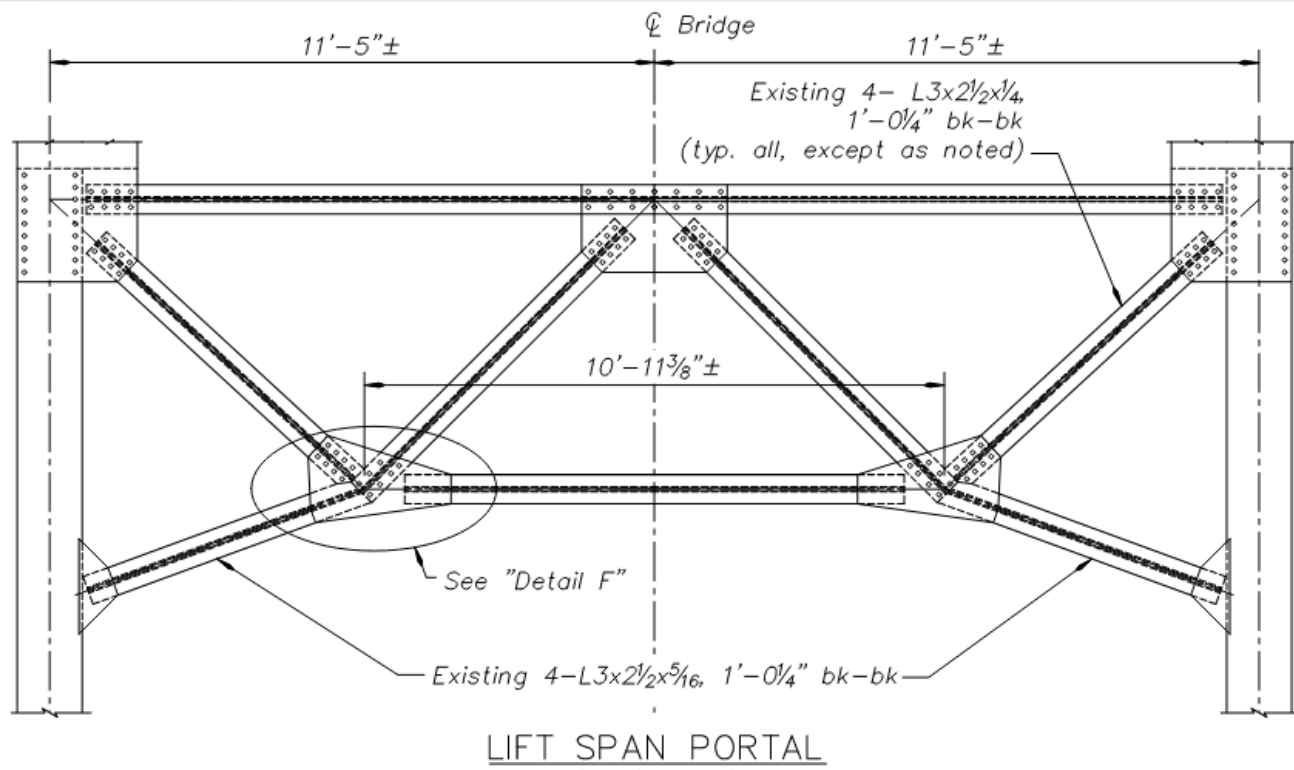
Source: Dwg. 100742



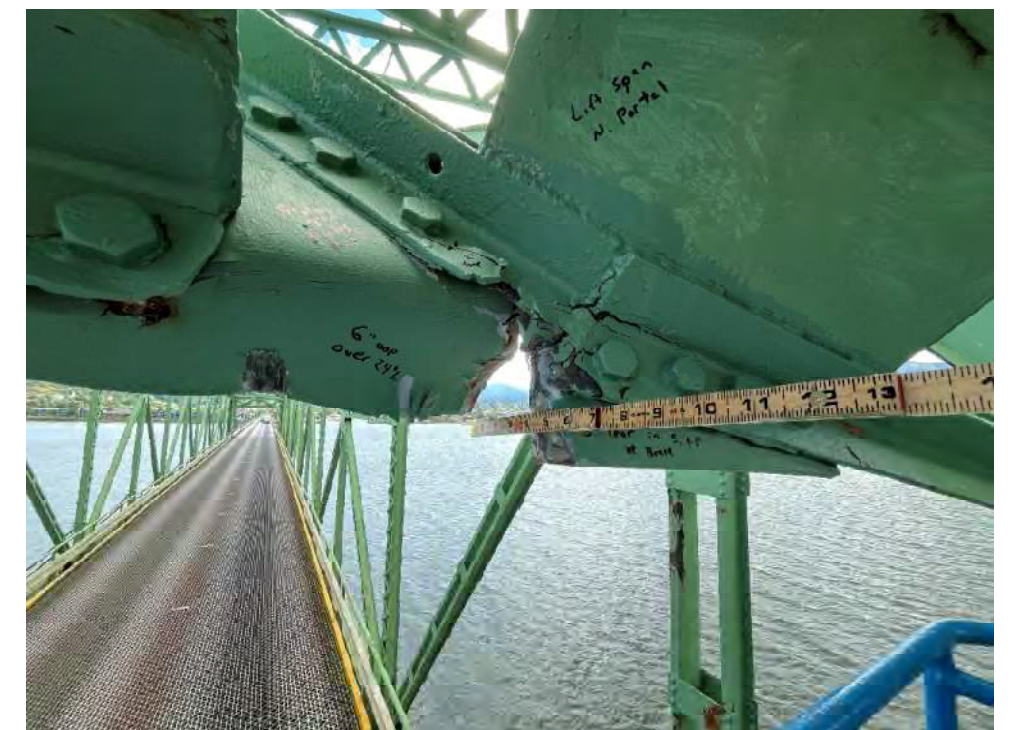
Select Pictures of Observed Damage



Truss Lift Span 11: North Portal Details
Source: Dwg. 102770

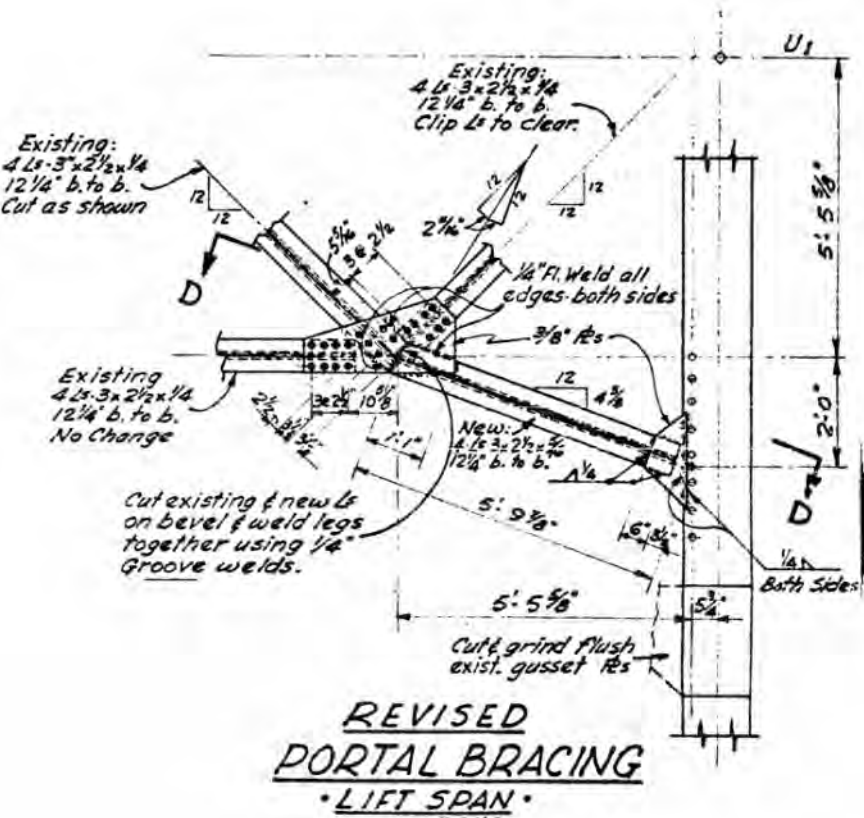


Select Pictures of Observed Damage



Truss Lift Span 11: South Portal Details

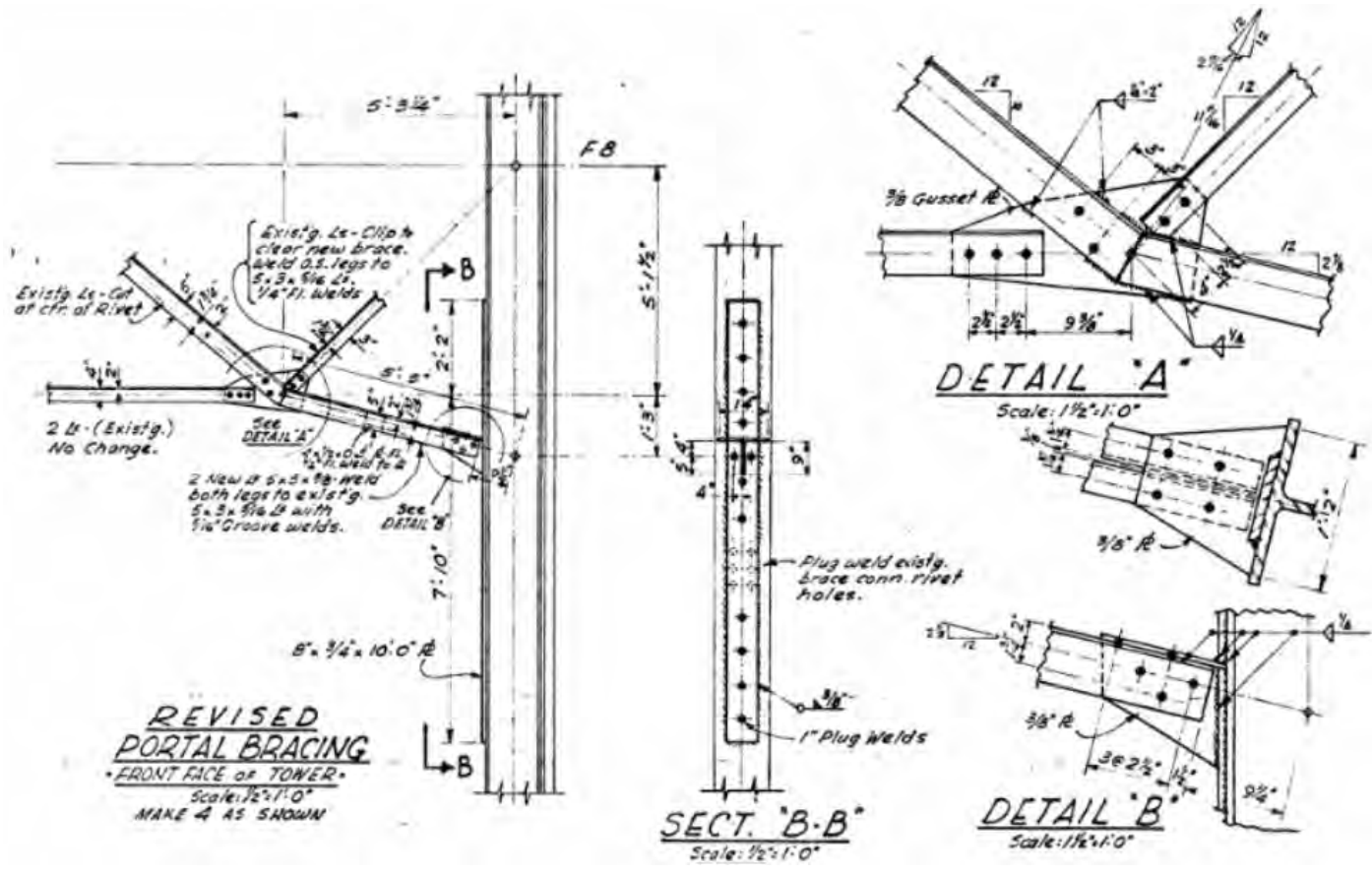
Source: Drawing File 362A



Select Pictures of Observed Damage



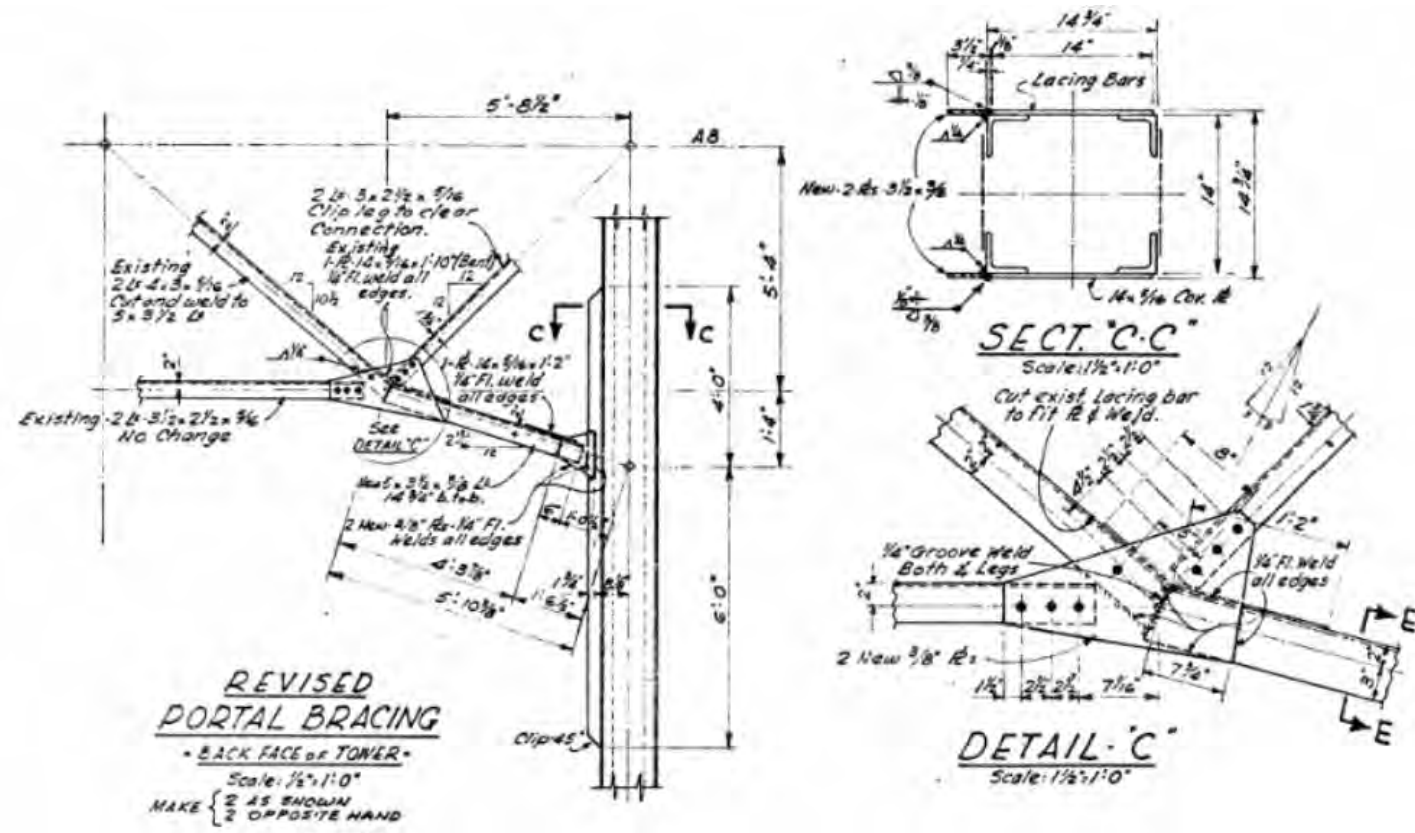
South Support Tower (Pier 11): Front Face Portal Details
Source: Drawing File 362A



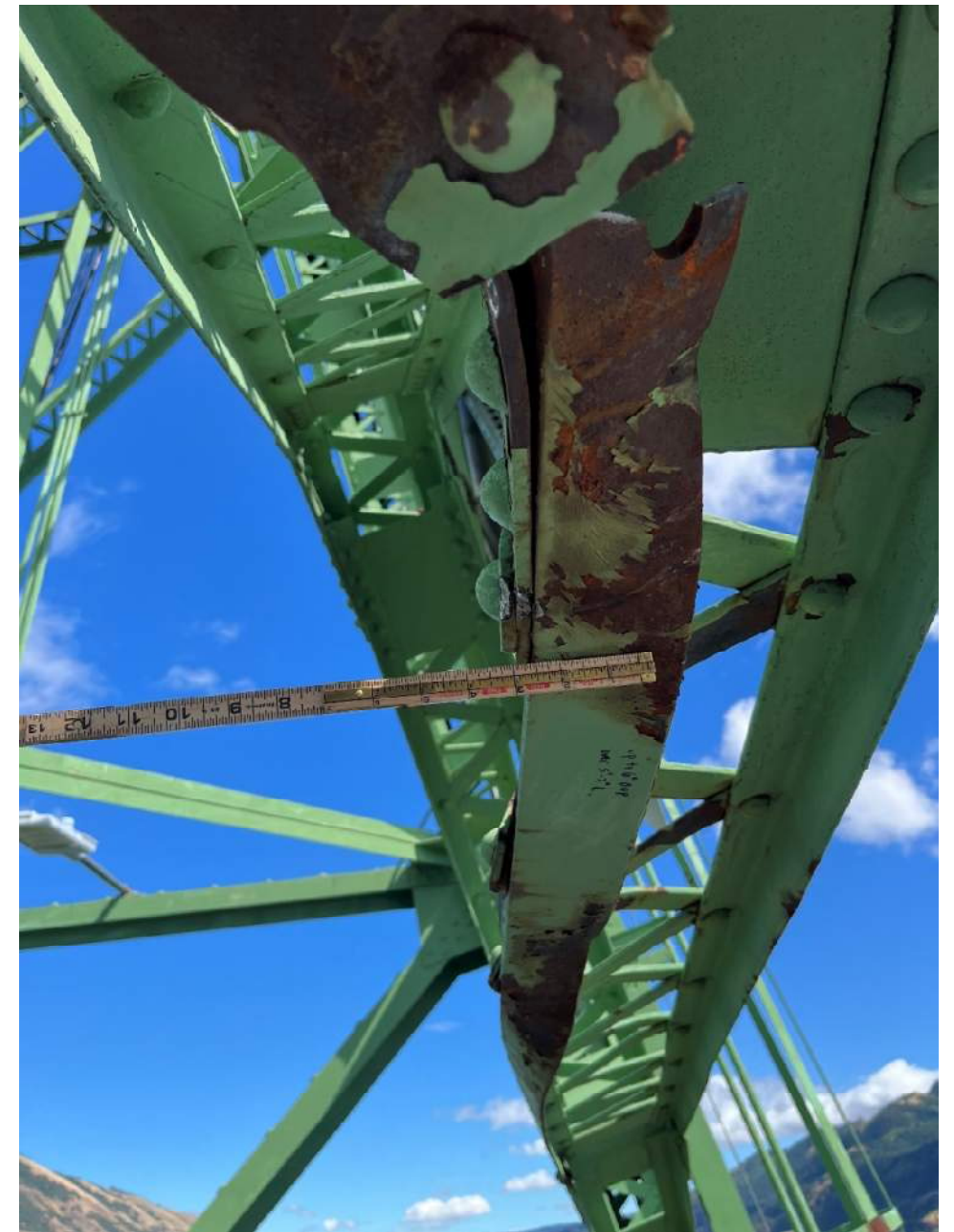
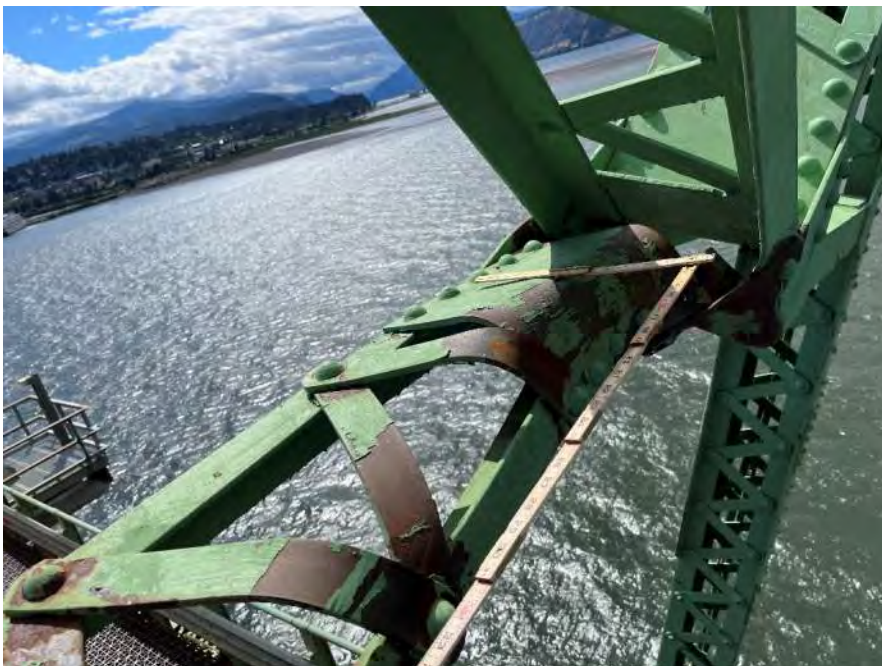
Pictures of Observed Damage



South Support Tower (Pier 11): Back Face Portal Details
 Source: Drawing File 362A



Select Pictures of Observed Damage

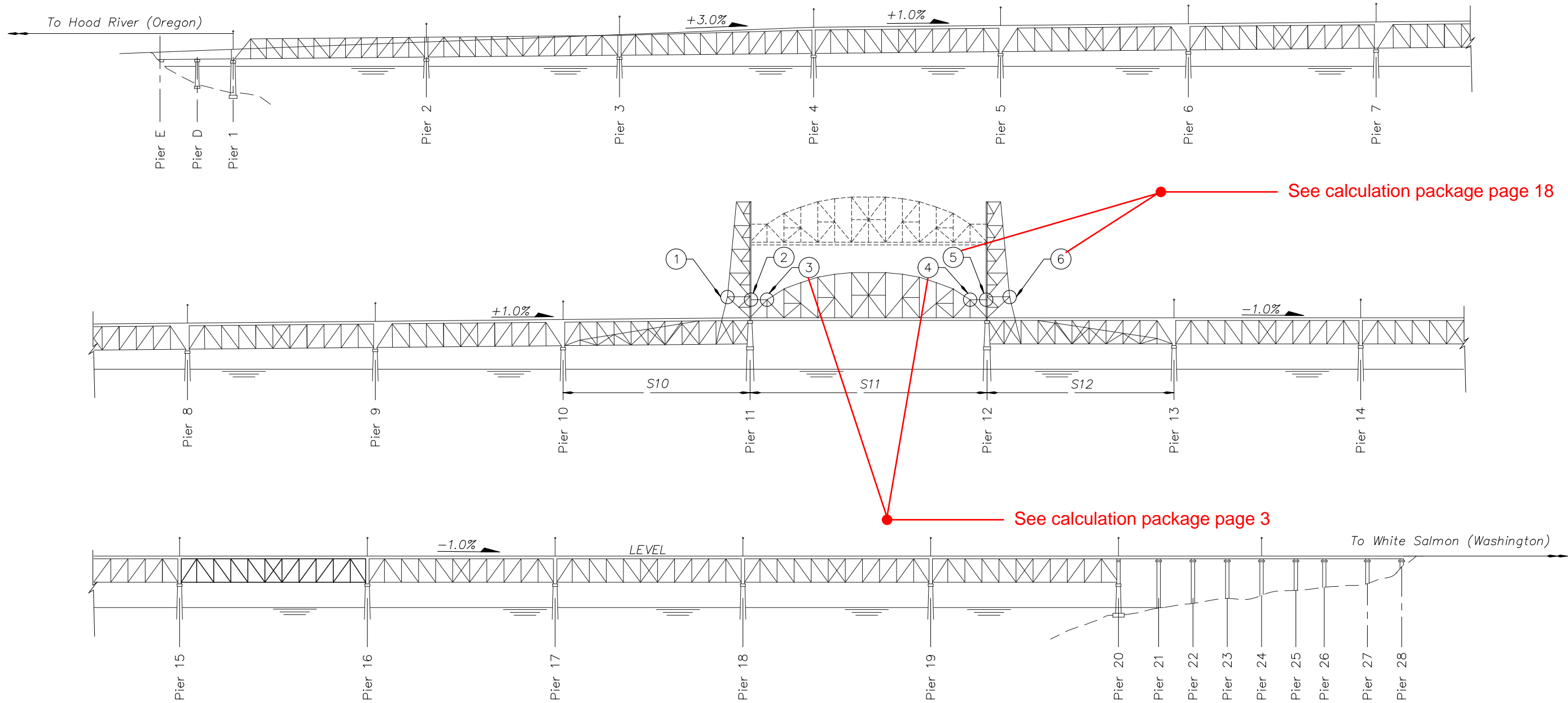


Appendix B

Calculations Package

Appendix B Calculation Package:

Please note that the conclusions stated in this Appendix are subject to the qualifications and assumptions set forth in the Assessment Memo dated June 30, 2024. Specifically, HDR performed these calculations based on a preliminary investigation with limited time and access, and reliant upon information provided by the client.



BRIDGE ELEVATION

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



Notes:

- All dimensions are in feet.
- The dimensions shown on the plans are based on drawings of the existing structure provided by the Port Of Hood River Commission. Actual dimensions and conditions shall be field verified by the Contractor prior to fabrication.

Legend

- S1 - Denotes Span Number
- NTS - Denotes "Not to Scale"

- ① South Support Tower (Pier 11), Back Face
- ② South Support Tower (Pier 11), Front Face
- ③ South End Portal of Truss Lift Span 11
- ④ North End Portal of Truss Lift Span 11
- ⑤ North Support Tower (Pier 12), Front Face
- ⑥ North Support Tower (Pier 12), Back Face

| | | | | | | | | | |
|--|---------------------------|----------|----|-----------------|---|------------------------|---|-------------------------------|----------------------|
| Xref: POHR_T01_Bridge_Border.dwg X_POHR_Bridge.dwg | DATE | REVISION | BY | DRAFTER: |   | STRUCTURE NO. 06645 | HOOD RIVER INTERSTATE BRIDGE MISCELLANEOUS TRUSS AND STEEL REPAIRS HOOD RIVER - WHITE SALMON HIGHWAY HOOD RIVER, OR & KLICKITAT, WA COUNTIES | SHEET OF | |
| | | | | DESIGNER: | | DATE June - 2024 | | GENERAL ELEVATION | DRAWING NO. |
| | | | | CHECKER: | | CALC. BOOK | | | |
| | ACCOMPANIED BY DWGS. | | | | | REVIEWER: | | | |

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Overview

1) A 2D LARSA truss model was created for the lift span portal frame. The geometry of the model was based on 2019 plans. The portal frame was loaded with STR-III wind load on structure (WS) load and bracing loads. The wind load was calculated for the effective tributary area of the truss. The bracing loads was conservatively considered as 5% of the total axial capacity of the main truss member. Though the load rating is not based on the portal frame acting as a brace, for purposes of this assessment it was assumed to be a brace point with an assumed load of 5%.

2) The analysis model was used to determine force demands for portal components are functional after the damaged component was removed.

3) While force demands were shown to increase on portal members in the damaged configuration, they remained well below the capacity of the members.

References:

- 1) ODOT BDM
- 2) AASHTO LRFD BDS
- 3) AASHTO Guide Spec for Wind Loads during Construction
- 4) 1923 Bridge Plans (9 Pages)
- 5) 1967 Hood River Bridge Portal Bracing "Revisions" (1 Page)
- 6) 2019 Plans (DWG No: 100739-100742)

PHOTOS

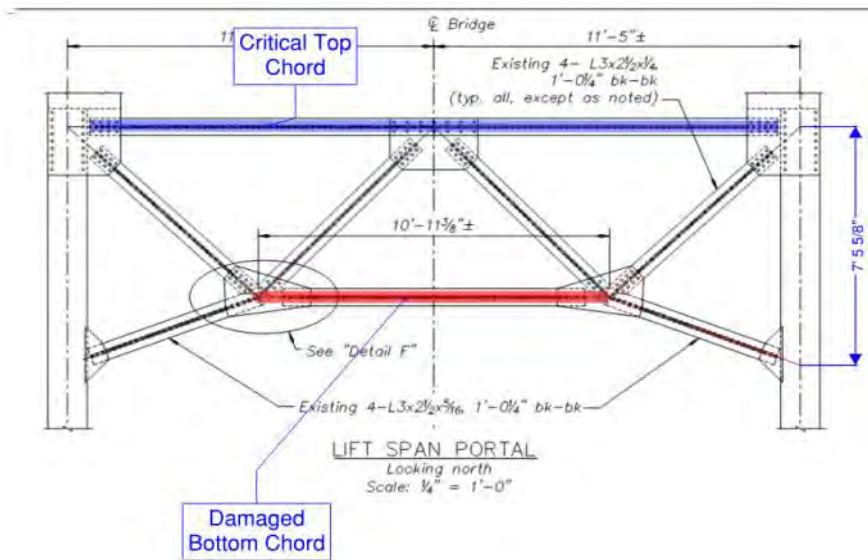


Figure: Damaged portal frame in the lift span (lower third of the picture)

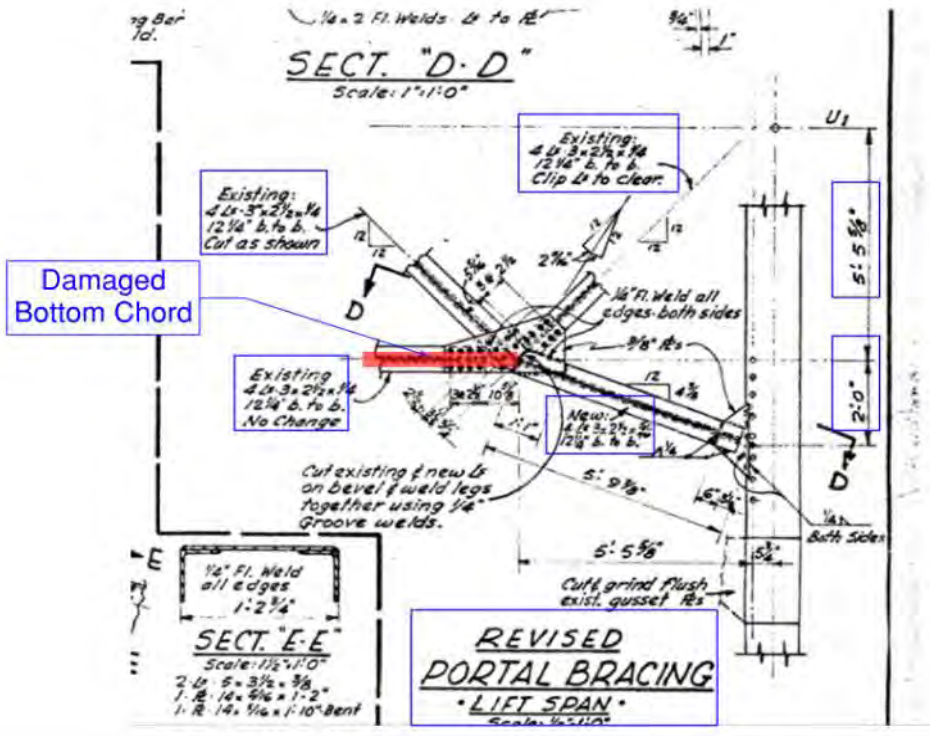


Figure: Damaged bottom chord

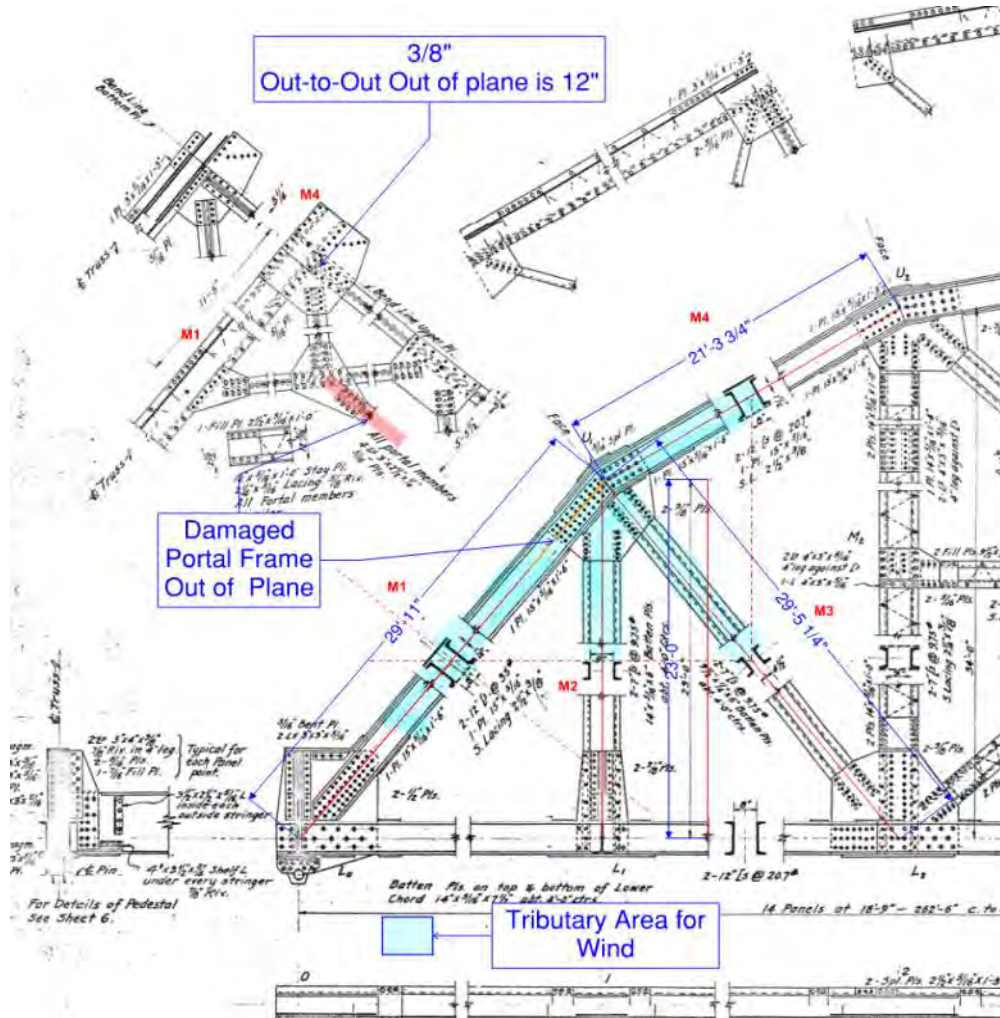
RELEVANT PLANS



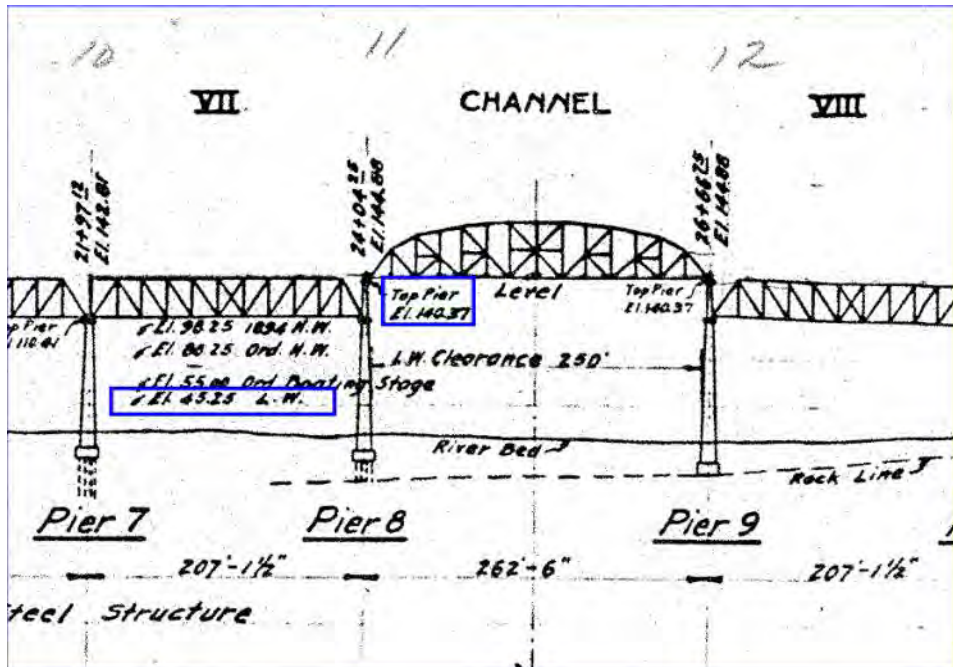
Reference: 2019 Plans (DWG No: 102770)



Reference: 1967 Hood River Bridge Portal Bracing "Revisions" (1 Page)

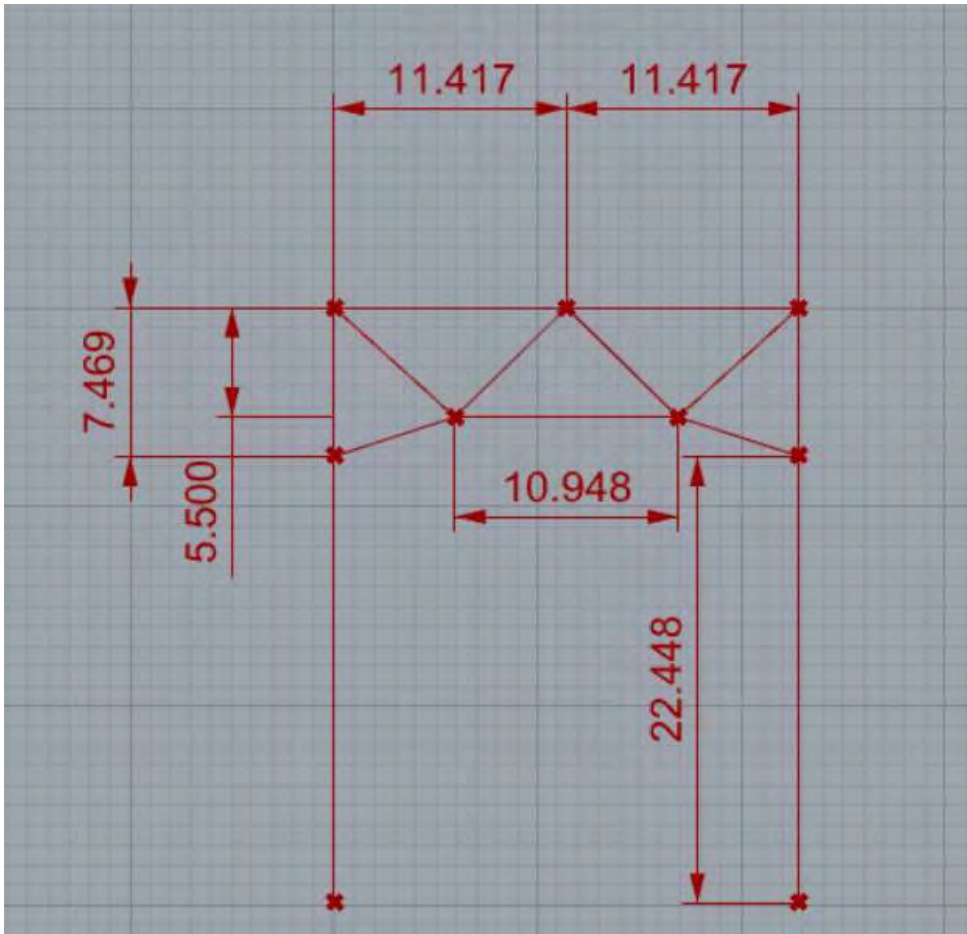


Reference: 1923 Bridge Plans (Page 8 of 9)



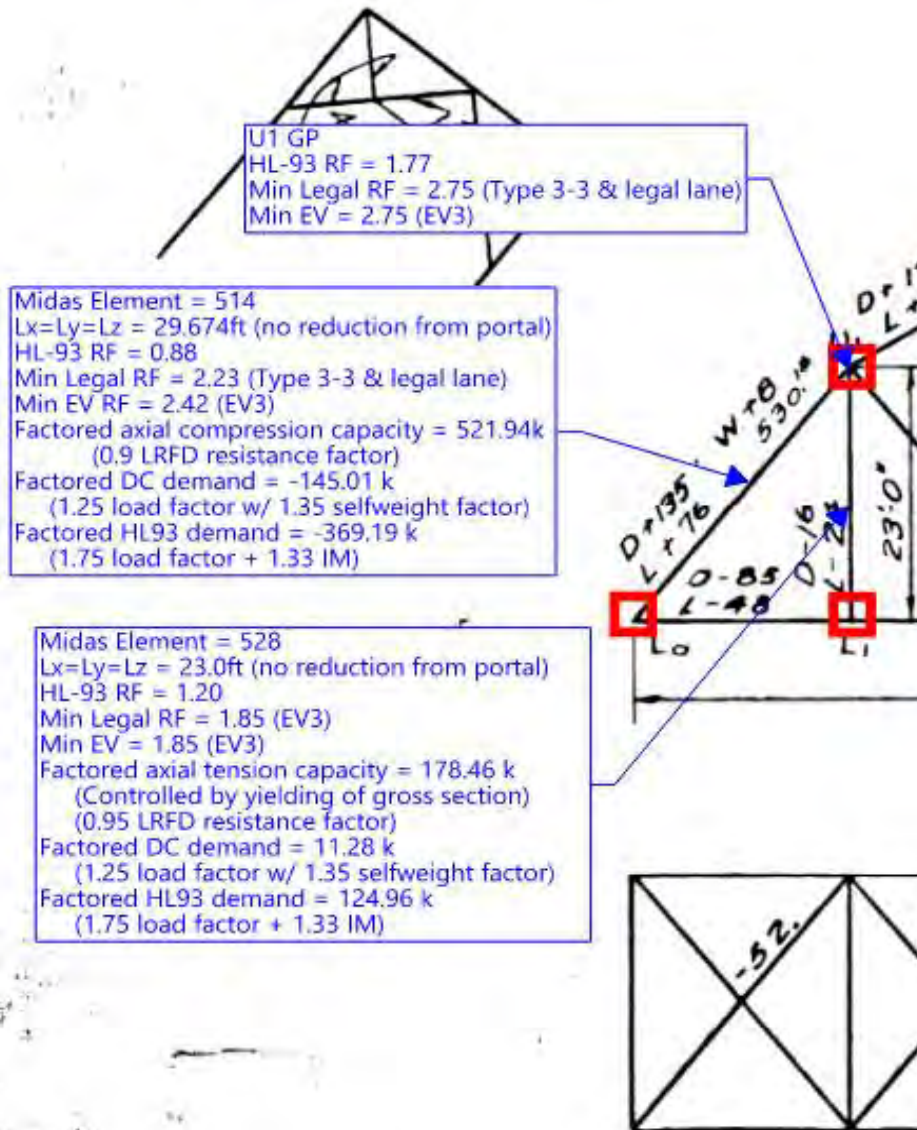
Reference: 1923 Bridge Plans (Page 1 of 9)

MODEL GEOMETRY



BRACING DEMAND

From TL's review of existing load rating files:



| | | |
|-------------------------|----------|--|
| Factored Axial Capacity | 521.94 k | <<For Midas Element 514 |
| Bracing Force | 26.097 k | <<5% of the axial capacity of member 514 |

Reference:
AASHTO LRFD Bridge Design Specs, 9th Edition
Input Parameters

V: mph *Design 3-second gust wind speed, ODOT BDM 1.3.9.2*

Exposure: *Wind Exposure category per AASHTO (3.8.1.1.5)*

Z: feet *Structure height, AASHTO 3.8.1.2.1*

Table 3.8.1.2.1-1—Gust Effect Factor, G

| Structure Type | Gust Effect Factor, G |
|----------------------|-------------------------|
| Sound Barriers | 0.85 |
| All other structures | 1.00 |

G: Gust Factor

Table 3.8.1.2.1-2—Drag Coefficient, C_D

| Component | Drag Coefficient, C_D | |
|--|-------------------------|---------|
| | Windward | Leeward |
| I-Girder and Box-Girder Bridge Superstructures | 1.3 | N/A |
| Trusses, Columns, and Arches | Sharp-Edged Member | 1.0 |
| | Round Member | 0.5 |
| Bridge Substructure | 1.6 | N/A |
| Sound Barriers | 1.2 | N/A |

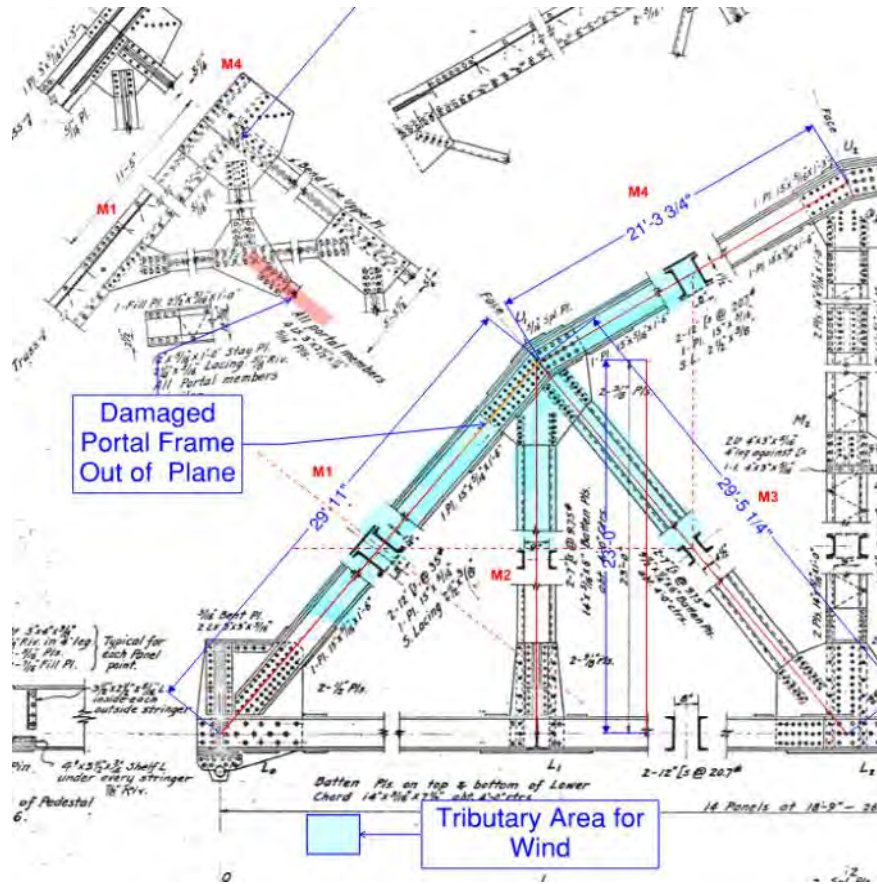
$C_{D_Windward}$:

$C_{D_Leeward}$:

Pressure Exposure and Elevation (Kz) Calculation And Pressure Force

| | |
|-------|------|
| Kz(B) | - |
| Kz(C) | - |
| Kz(D) | 1.39 |
| Kz | 1.39 |

Pz: ksf *Wind pressure on Structure, AASHTO 3.8.1.2.1-1*



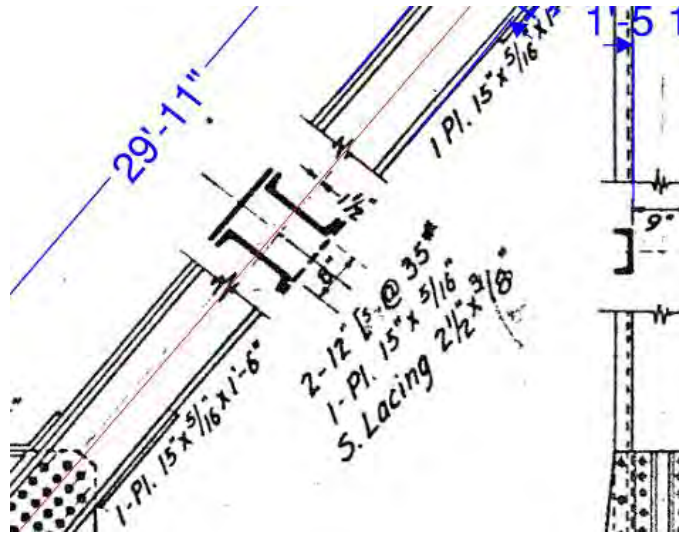
Tributary Area Calculation

| | L _{Total} (ft) | | L _{Trib} (ft) | Width (in) | Area (ft ²) |
|-------------|-------------------------|------------|------------------------|------------|-------------------------|
| | ft | TribFactor | | | |
| M1 | 29.92 | 0.75 | 22.4375 | 12.75 | 23.84 |
| M2 | 23.00 | 0.5 | 11.5 | 14.3 | 13.70 |
| M3 | 29.44 | 0.5 | 14.71875 | 9.1 | 11.16 |
| M4 | 21.31 | 0.5 | 10.65625 | 12.75 | 11.32 |
| Gusset Area | | | | | 35.00 |
| | | | | | 95.03 |

<<Based on talks with ST, conservative

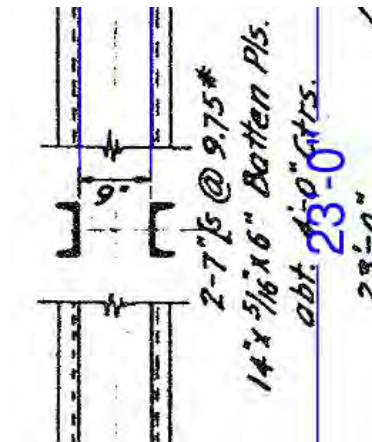
Individual Component

M1: Trib Area



Channel Height 12 in
 Lacing Thickness 0.75 in
 12.75 in

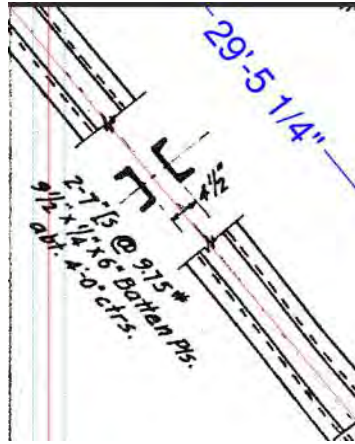
M2: Trib Area



Channel Spacing 9 in
 Channel Flange 2.65 in
 14.3 in

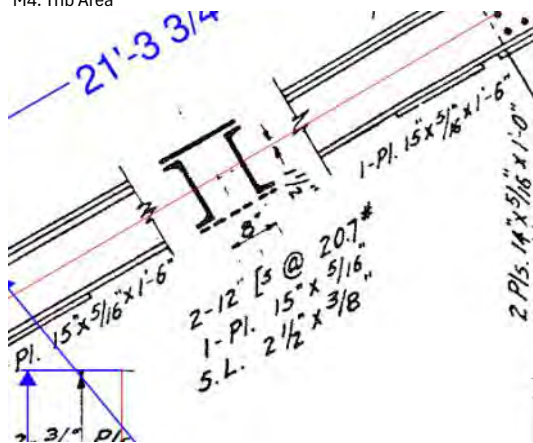
Max flange width for 9" C shape, AISC Table 1-5

M3: Trib Area



| | | |
|-----------------|--------|---|
| Channel Spacing | 4.5 in | |
| Channel Flange | 2.3 in | Max flange width for 7" C shape, AISC Table 1-5 |
| | 9.1 in | |

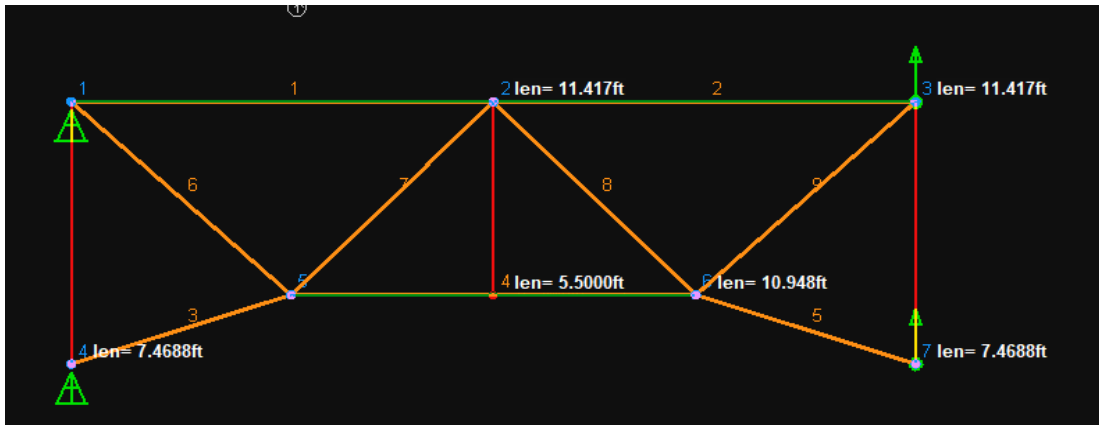
M4: Trib Area



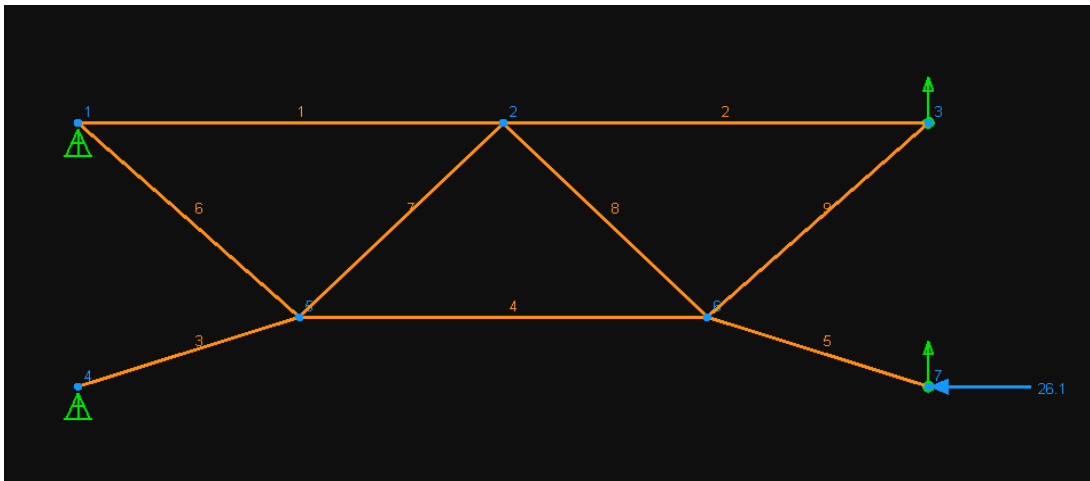
| | | |
|------------------|----------|---|
| Channel Height | 12 in | |
| Lacing Thickness | 0.75 in | Max flange width for 7" C shape, AISC Table 1-5 |
| | 12.75 in | |

WS-III WIND PRESSURE INDUCED TRUSS LOADS

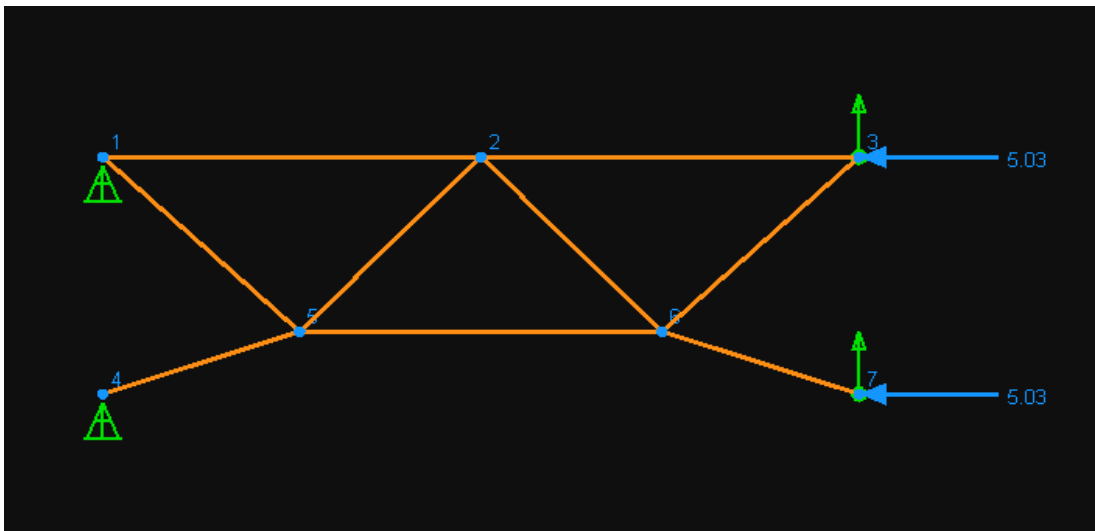
| | | |
|----------------------|-----------------------|---|
| Wind Pressure | 0.069 ksf | Refer Wind Pressure Tab |
| Amplification Factor | 1.5 | Guide Spec for Wind Forces During Construction, 4.2.2.2 |
| Wind Area | 95.03 ft ² | |
| Total Wind Load | 9.78 k | |
| Load on Top Chord | 4.89 k | |
| Load on Bottom Chord | 4.89 k | |



Bracing Load



WS Loads - STR III



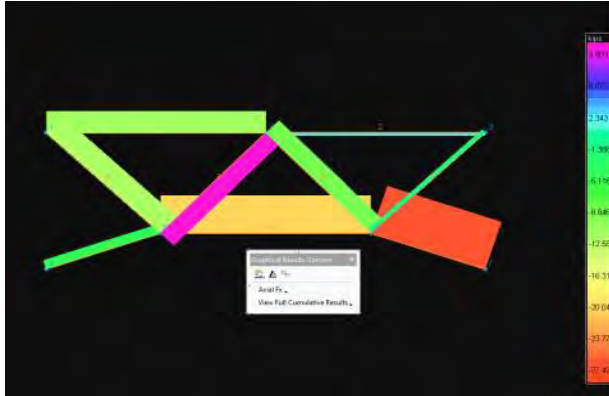
DEMAND

Axial Demand

| | | |
|--------------|----------|-------------------|
| STR-III Wind | 4.89 k | Refer WS Tab |
| Bracing | 26.097 k | Refer Bracing Tab |

Analysis Results: Assuming middle bottom chord goes out of service

Bracing Force before damage



Bracing force after damage



WS-STRIII before damage



WS-STRIII after damage



Note: Top chord is the critical member for checking.
 Anticipated Maximum Force -56.43 kips <<Bracing+WS-STRIII, Post damage

Hood River-White Salmon Bridge Truss Tower Damaged Portal Frame Capacity Evaluation

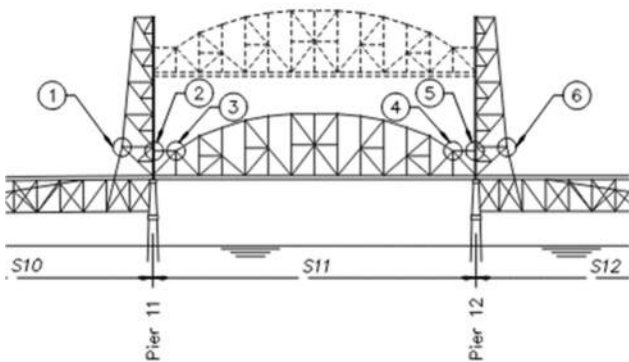
HDR Engineering, Inc.

6/27/2024

Evaluation by: Timothy Link, PE

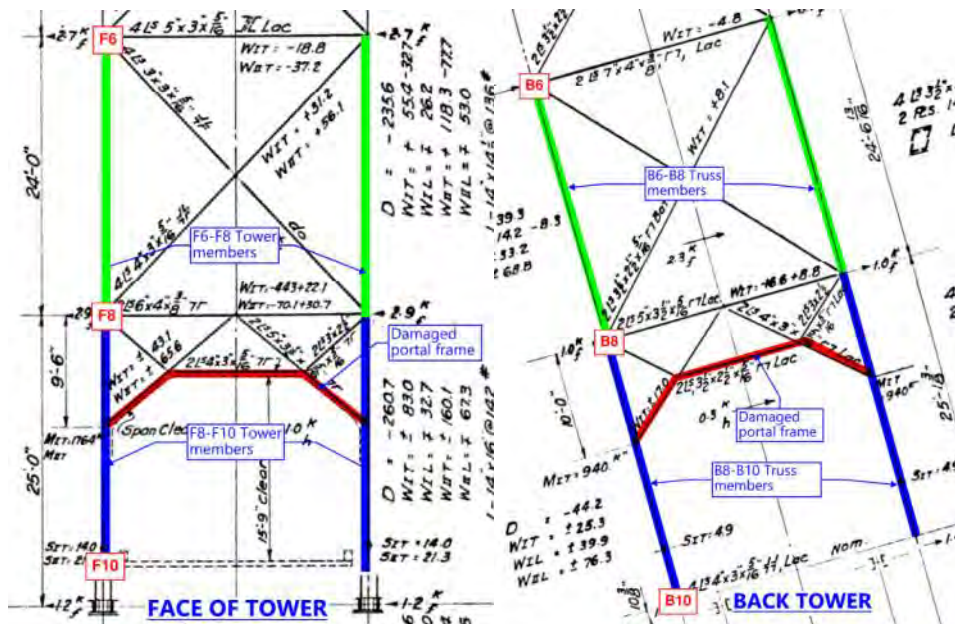
Checked by: Mikal Mitchell, PE

Overview



- | | |
|---|---|
| ① South Support Tower (Pier 11), Back Face | ④ North End Portal of Truss Lift Span 11 |
| ② South Support Tower (Pier 11), Front Face | ⑤ North Support Tower (Pier 12), Front Face |
| ③ South End Portal of Truss Lift Span 11 | ⑥ North Support Tower (Pier 12), Back Face |

The front and back portal frames of the North and South lift span support towers of the Hood River-White Salmon Bridge were damaged by a vehicle on 6/27/2024. An analysis of the primary tower members of the back and front towers of the lift span was performed assuming the portal frames were no longer bracing the towers. The slenderness ratio and associated compressive capacity of these primary tower members were compared to the unaffected members above to determine if the reduced capacity controlled the vertical capacity of the towers. The figures below show the face and back of the tower with the substantially damaged portal frame highlighted in red, primary tower members with increased unbraced length in blue, and the primary tower members in the bay above in green.

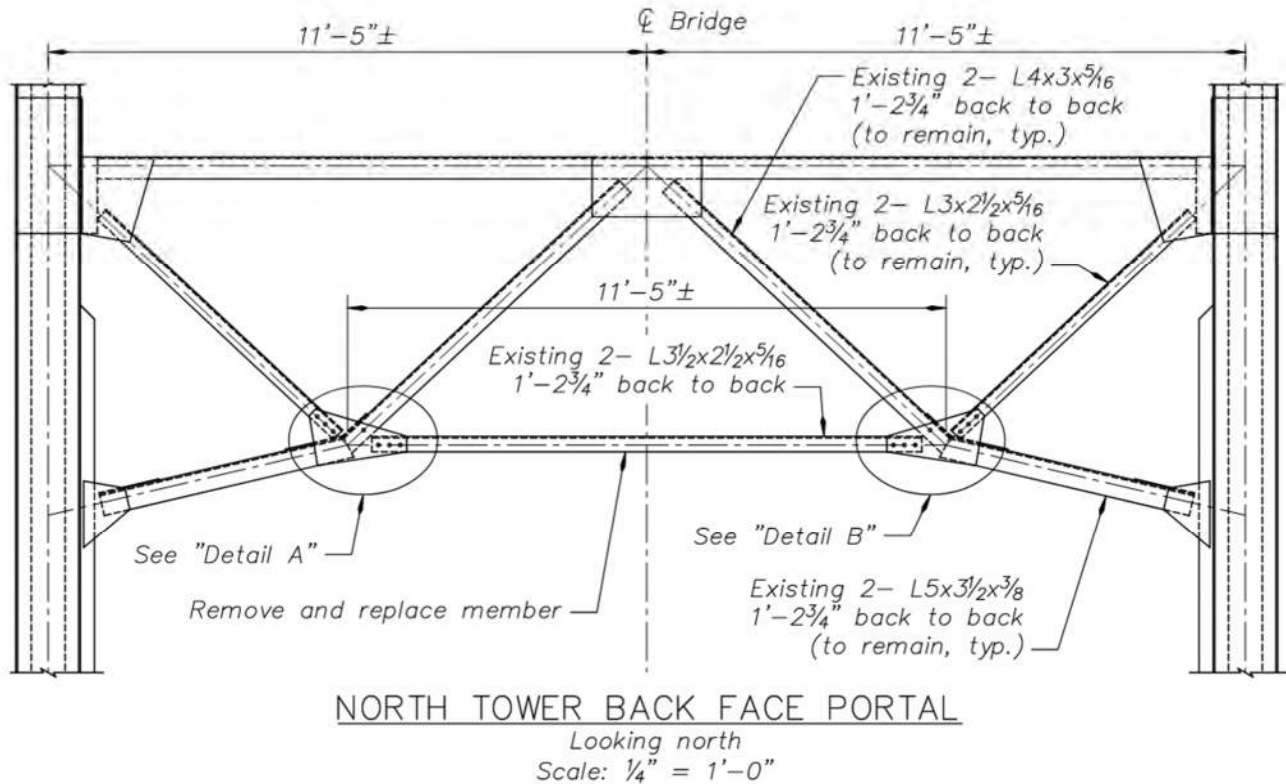


Analysis Methodology

The primary tower members braced by the damaged portal frames (F8-F10, front tower, and B8-B10, back tower) were evaluated with and without considering the lateral bracing provided by the portal frames. The similar truss members above (F6-F8 and B6-B8) that are unaffected by the damaged portal frames were also evaluated for comparison. The evaluation was based on the slenderness ratio (KL/r), the associated elastic flexural buckling resistance, and the resulting factored axial compressive resistance. The increase in slenderness ratio and associated reduction in capacity of the F8-F10 and B8-B10 members were compared against the unaffected F6-F8 and B6-B8 to determine if the overall capacity of the towers was reduced. The axial capacity of the tower members were determined using the ODOT Truss_Element_LRFR_v3.7.xlsm tool. The input and output files are included at the end of this document.

Analysis Assumptions

- The slenderness ratios and associated axial capacity in the direction perpendicular to the portal frames has not changed due to the damaged portal frames



- Using the ODOT tool, the unbraced lengths in the perpendicular direction and torsional unbraced length were set to 1 foot to consider buckling only in the plane braced by the portal frames.
- Back of tower member assumptions:
 - Single lacing are $3/8'' \times 2 \frac{1}{2}''$ flat bars
 - Angle to top/bottom plate rivet spacing is 6 inches
 - Rivets are $5/8''$ diameter
- Front of tower member assumptions:
 - The two $3.5'' \times 3.5'' \times 0.75''$ angles attached to exterior face of the wide flange beam were ignored in the calculations for all elements

Analysis Results

Front Tower Members

The slenderness ratio and elastic flexural buckling resistance, P_e , decrease when assuming the portal frame no longer braces the primary F8-F10 front tower members. The factored axial compressive resistance, P_r , is larger than the F6-F8 members above due to the larger gross area of the member. Therefore, the reduced capacity of member F8-F10 does not control the capacity of the tower. Member F8-F10 (#1) represents the primary tower member connected to the front portal frame and F8-F10* (#2) is the same member, but without the portal frame brace point. Member F6-F8 (#3) is the primary front tower member above the portal frame.

| Member Location | Member # | Shape | Gross area (in ²) | Unbraced length (ft) | Slenderness ratio (KL/r) | P_e (kips) | P_r (kips) |
|-------------------|----------|---|-------------------------------|----------------------|--------------------------|--------------|--------------|
| F8-F10 | 1 | WF14x16 @142# w/ (2) L3.5x3.5x0.75 | 41.54 | 15.500 | 25.74 | 17942 | 1195 |
| F8-F10* (damaged) | 2 | WF14x16 @142# w/ (2) L3.5x3.5x0.75 | 41.54 | 25.000 | 41.52 | 6897 | 1135 |
| F6-F8 | 3 | WF14x14.5 @136# w/ (2) L3.5x3.5x0.75 | 39.67 | 24.000 | 39.91 | 7127 | 1091 |

Back Tower Members

The slenderness ratio and elastic flexural buckling resistance, P_e , decrease when assuming the portal frame no longer braces the primary B8-B10 back tower members. The factored axial compressive resistance, P_r , is larger than the similar B6-B8 members above due to the larger gross area of the member. Therefore, the reduced capacity of member B8-B10 does not control the capacity of the tower. Member B8-B10 (#4) represents the primary tower member connected to the back portal frame and B8-B10* (#5) is the same member, but without the portal frame brace point. Member B6-B8 (#6) is the primary back tower member above the portal frame.

| Member Location | Member # | Shape | Gross area (in ²) | Unbraced length (ft) | Slenderness ratio (KL/r) | P_e (kips) | P_r (kips) |
|-------------------|----------|---|-------------------------------|----------------------|--------------------------|--------------|--------------|
| B8-B10 | 4 | Built-up box: (4) L3.5x3.5x3/8 w/ 14x3/8 side pls & SL top & bot | 20.44 | 15.115 | 29.66 | 6650 | 582 |
| B8-B10* (damaged) | 5 | Built-up box: (4) L3.5x3.5x3/8 w/ 14x3/8 side pls & SL top & bot | 20.44 | 25.115 | 49.28 | 2408 | 540 |
| B6-B8 | 6 | Built-up box: (4) L3.5x3.5x5/16 w/ 14x5/16 side pls & SL top & bot | 17.11 | 24.568 | 48.03 | 2122 | 455 |

The member numbers in the tables above correspond to the input and output text file names.

COMPRESSION CAPACITY CHECK FOR TOP CHORD

```

    |----- REGIONS -----|
    Area:                5.2500
    Perimeter:           44.0000
    Bounding box:       X: -3.1875 -- 3.1875
                      Y: -6.0000 -- 6.0000
    Centroid:           X: 0.0000
                      Y: 0.0000
    Moments of inertia:   X: 152.6406
                      Y: 11.0244
    Product of inertia: XY: 0.0000
    Radii of gyration:  X: 5.3921
                      Y: 1.4491
    Principal moments and X-Y directions about centroid:
                      I: 152.6406 along [1.0000 0.0000]
                      J: 11.0244 along [0.0000 1.0000]
    
```



| | | | |
|----------|--------|-----------------|------------------------------------|
| A | 5.25 | in ² | <<Cross sectional area |
| Ix | 152.64 | in ⁴ | <<MOI Major Axis |
| Iy | 11.02 | in ⁴ | <<MOI Minor Axis |
| rx | 5.39 | in | <<Radius of Gyration |
| | | | |
| kx | 1.00 | | <<Effective length factor |
| lx | 137.00 | in | <<Unbraced length of the top chord |
| rx | 5.39 | | |
| kx*lx/rx | 25.41 | <= | 120 <<AASHTO 6.9.3 |

DC 0.21 OK

Critical Compression Stress (AISC)

AISC Table 4-14 for Fy=36ksi

| Lc/r | phi_c*Fcr (ksi) |
|------|-----------------|
| 25 | 31.4 |
| 26 | 31.3 |

| | | | | |
|------|--------|-----|----|------------------------------|
| Lc/r | -31.36 | ksi | << | Compression Capacity, Stress |
| fc | -10.75 | ksi | << | Compression Demand, Stress |
| DC | 0.34 | | << | OK |

Tower Transverse Lateral Force Capacity

Overview

The purpose of this section is to assess the ability of the tower to resist lateral wind loads.

LOADS CONSIDERED:

- Wind with the lift span in the lowered position

LOADS NOT CONSIDERED:

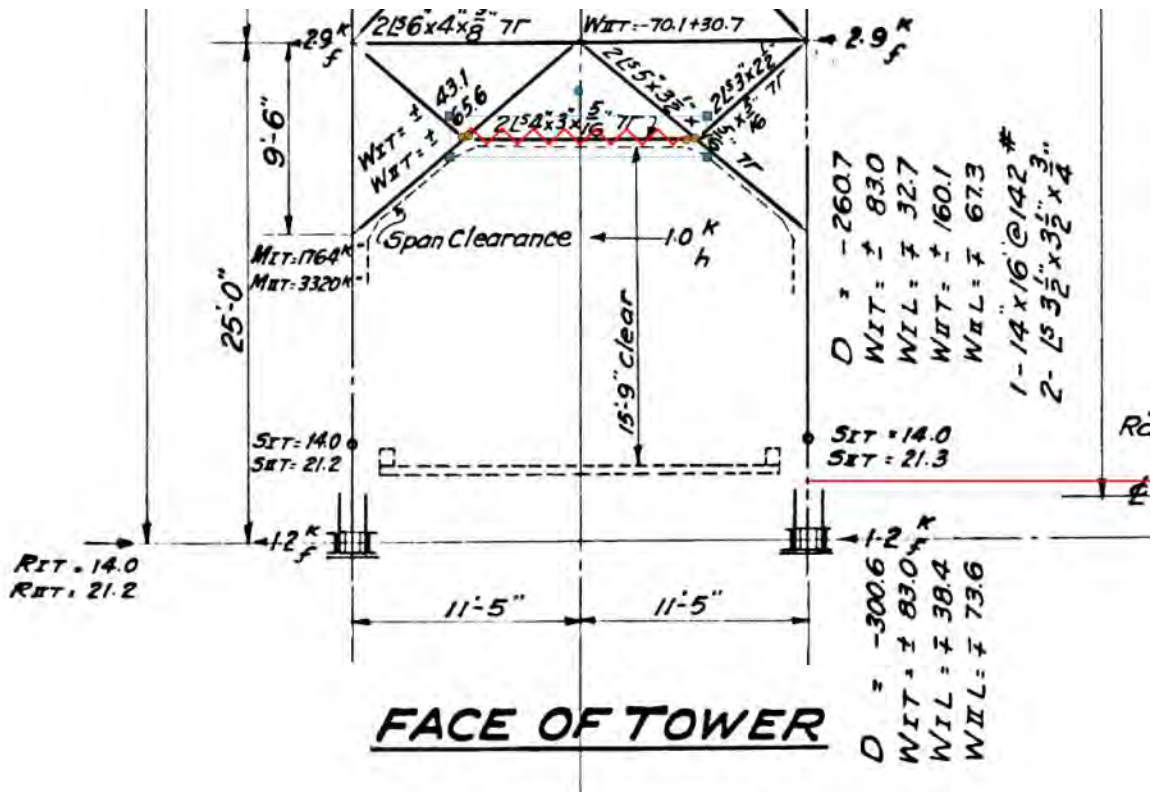
- Seismic
- Wind with the lift span in the lifted position

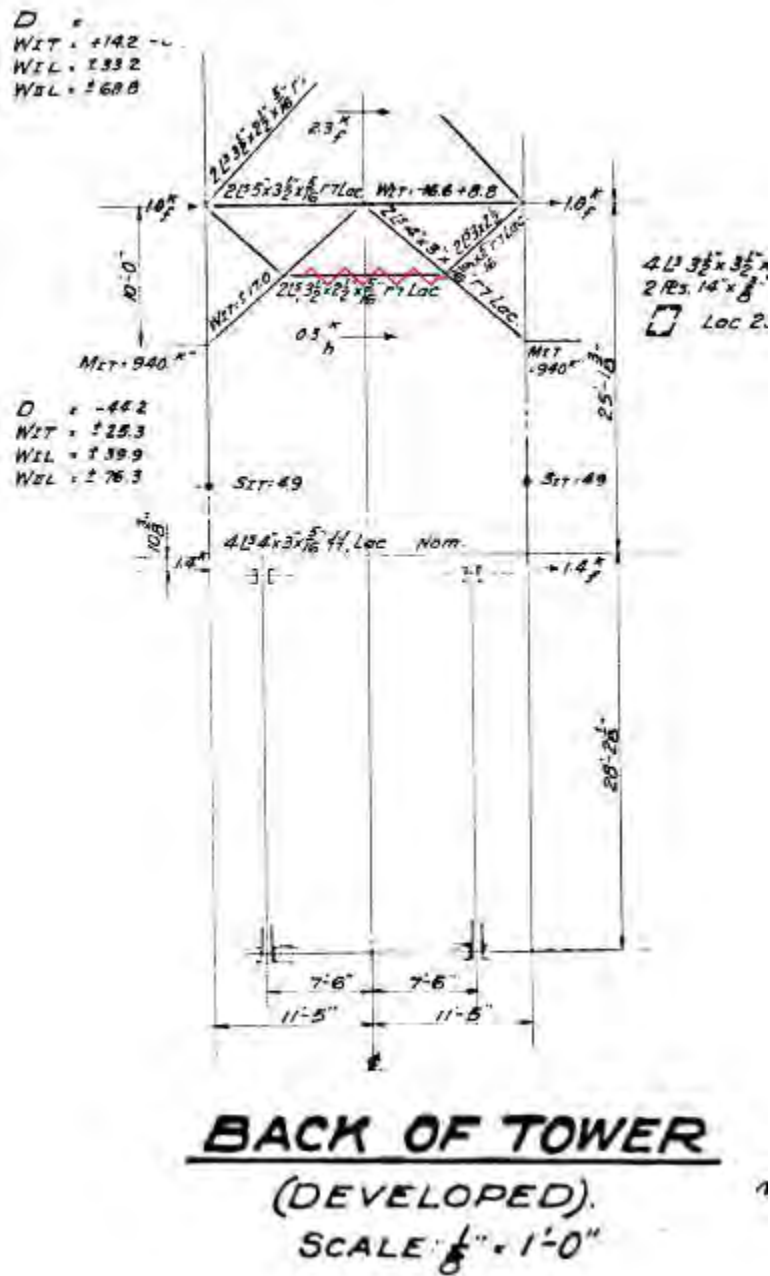
REFERENCES:

- Original 1937 design plans
- Revised configuration in 1967 plans

Damaged Member

The substantially damaged member for this analysis is shown below. The analysis appears to show that this bottom chord member of the portal truss can be completely removed with no adverse impact on the structure's ability to resist wind loads.

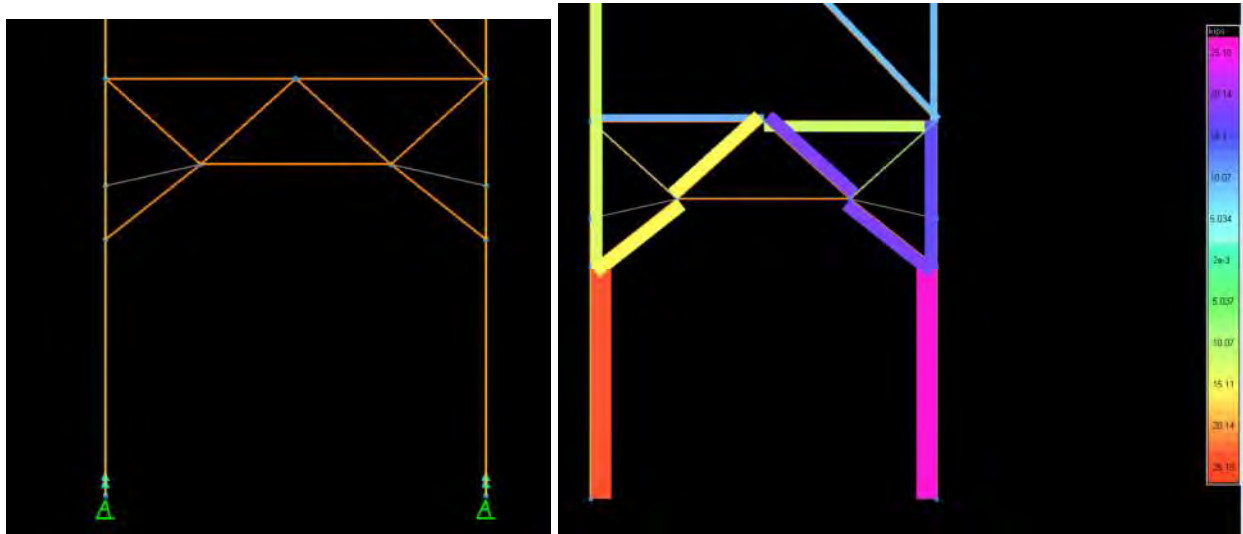




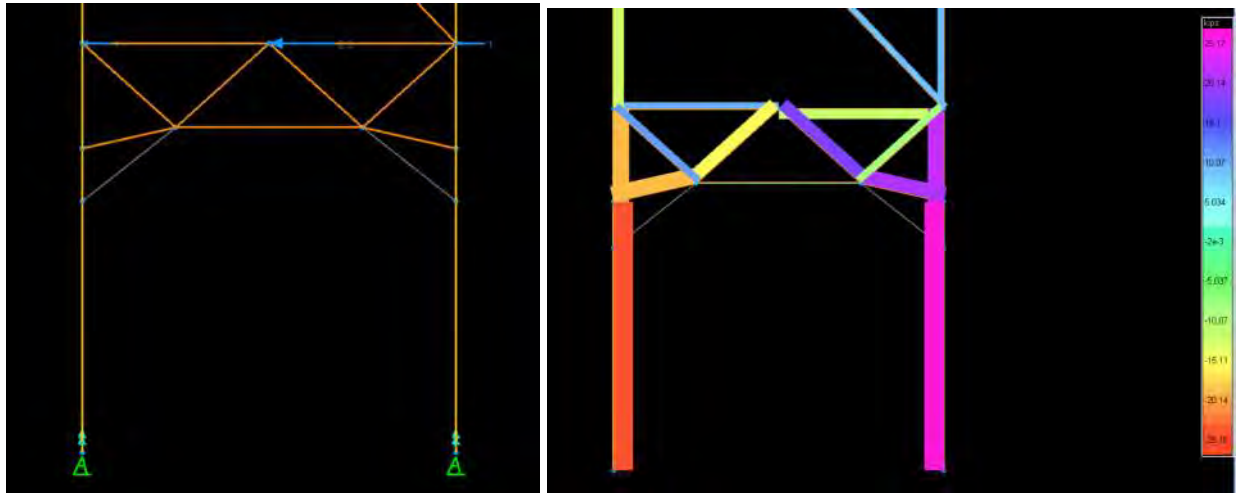
Evaluation of wind loads for Back Truss

The back truss was evaluated using LARSA models of the isolated back truss with loads applied per the original design plans. Loading is not independently calculated. Construction staging is used in the model to change the portal bracing scheme from the original geometry to the 1967 geometry. Staging is also used to remove the damaged member from the analysis.

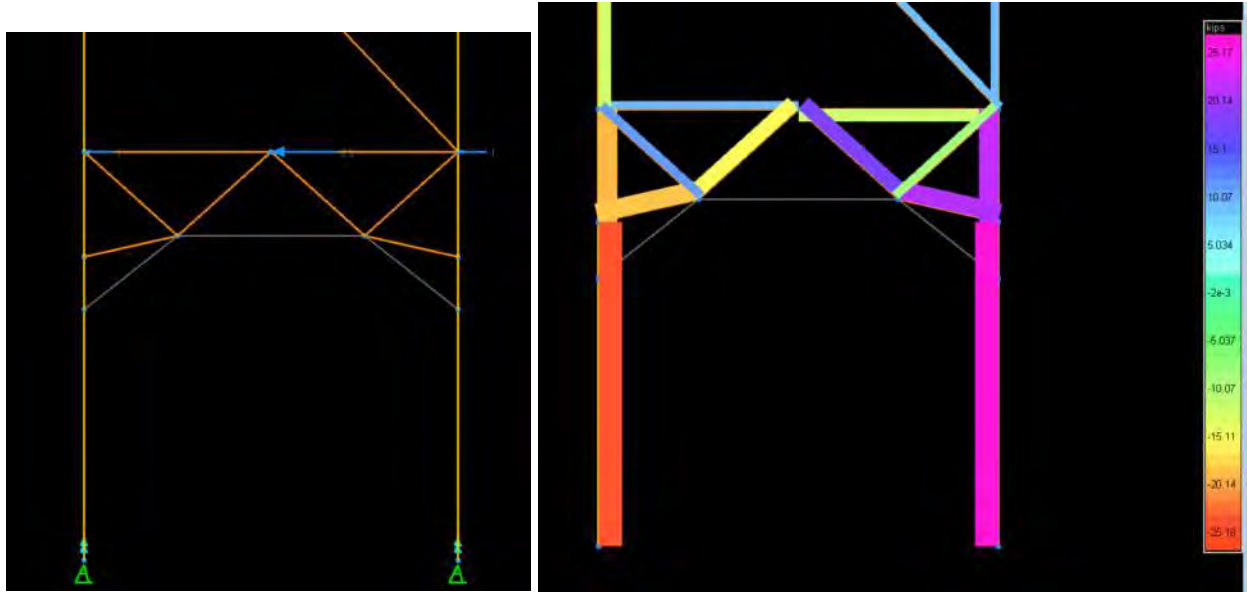
For simplicity, only the results of the analysis are shown below. The member forces are in reasonable agreement with the values in the original plans. Only the area around the damaged portal brace is shown.



Original configuration (left) with member axial forces (right). Note the damaged bottom chord is a zero force member under this loading.



Modified 1967 configuration (left) with member axial forces (right). Note the damaged bottom chord is effectively still a zero force member carrying less than 100lbs of force.



Modified 1967 configuration with damaged member removed (left) with member axial forces (right). Note the remaining member forces appear to be essentially unchanged, with only minor differences resulting from re-distribution of the approximate 100-lb force previously present in the bottom chord that was removed. Maximum member axial force increases were less than 1% when re-analyzed in this condition.

Evaluation of wind loads for Front Truss

The Front Truss is a similar configuration to the back truss. Due to the reverse curvature moment being resisted by the portal truss and the damaged member being located at a location with zero moment, the damaged member should have zero force by inspection similar to the back truss analysis.

Conclusion

The damaged bottom chord of the portal truss appears to be a zero force member under this loading. The portal brace is subject to reverse curvature bending from transverse wind forces and an inflection point for moment is expected at the mid point of the system. The bottom chord is a zero force member as a result of there being zero moment at the transverse mid point of the portal system. Note that this analysis is also valid for the front truss.

EXHIBIT J

Port of Hood River Commission Meeting

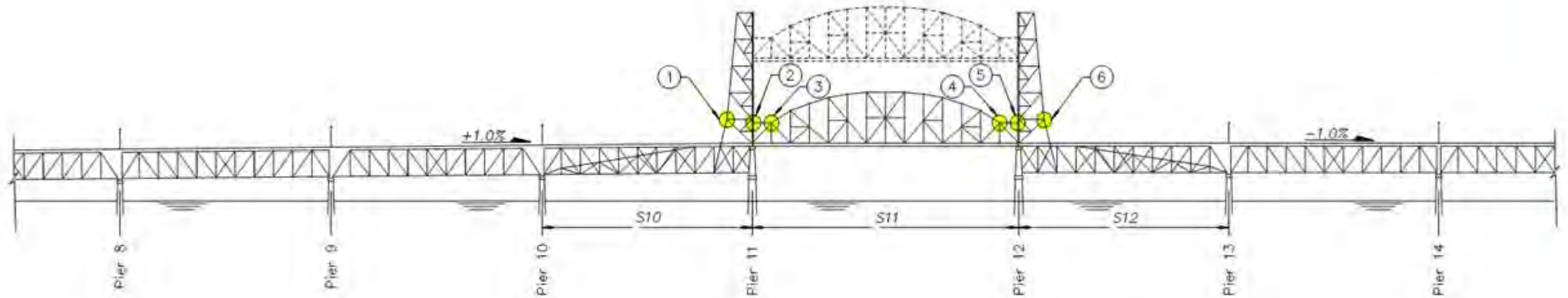
June 30, 2024

**Justin Doornink, PE (HDR)
Eric Rau, PE (HDR)**

Bridge Assessment Field Observations

- Six (6) damage locations to overhead portal braces were identified
 - South Support Tower (Pier 11), Back Face
 - South Support Tower (Pier 11), Front Face
 - South End Portal of Truss Lift Span 11
 - North Support Tower (Pier 12), Back Face
 - North Support Tower (Pier 12), Front Face
 - North End Portal of Truss Lift Span 11

Bridge Assessment Field Observations



① South Support Tower (Pier 11),
Back Face

② South Support Tower (Pier 11),
Front Face

③ South End Portal of Truss Lift
Span 11

④ North End Portal of Truss Lift
Span 11

⑤ North Support Tower (Pier 12),
Front Face

⑥ North Support Tower (Pier 12),
Back Face

Bridge Assessment in Current Damaged State

- Lift Support Tower (Vertical & Horizontal Load Assessment)
 - 4 locations
- Lift Truss Span (Vertical & Horizontal Load Assessment)
 - 2 locations

Recommendations

- Temporary Condition: The existing bridge lift span should remain in place and not be raised until all damaged portal bracing is repaired.
- At the discretion of the Port, marine traffic under the bridge may continue provided the Port can determine that there is sufficient vertical clearance to do so without raising the lift span.
- At the discretion of the Port, reopening of the bridge to vehicular traffic may proceed provided that vehicles are compliant with the posted load rating of the bridge.
 - Implementation: Limit traffic to cars to mitigate the potential for another accidental strike to the overhead bracing while the bridge is in a damaged state.
- Design of final bridge repair plans, specifications, and estimate should be expedited with the resulting repairs to follow immediately thereafter.

Next Steps

- HDR to continue discussions between Kiewit on best means, methods, and constructability (already in progress)
- Continue with final bridge repair plans, specifications (HDR)
- Construct bridge repairs (Kiewit)

Top Comments

| Comments | Tally | Notes |
|---|--------------|--|
| Is this for the HR Bridge or Cascade Locks Bridge? | 1111111 | There was some confusion due to POCL posting that it was their bridge. |
| Semi trucks should not be allowed | 111111111111 | |
| What is "members" | 111 | |
| When will the bridge open | 1111 | |
| Put a ferry from OR to WA | 11 | |
| Pay for my gas | 1 | |
| When will there be an update | 111111 | Some updates were past the time that we said it would happen |
| Provide Zoom option for meeting | 1111111111 | Not announced in email but was included on social media and website |
| Build a new bridge | 11 | |
| Thank you's | 1111111111 | Communication, live stream, opening of bridge, |
| Allow cyclists and walkers while bridge is closed | 11 | |
| Install a max height bar | 1111 | |
| Type of vehicles that are allowed | 111111111 | |
| Maybe we will get a new bridge quicker | 1 | |
| Tolls will be higher | 1 | |
| Maybe Federal government will give emergency funding for new bridge | 1 | |
| Name of company who hit the bridge | 11 | |
| Request for no toll at POCL while bridge is closed | 1 | |
| Website not working | 1111 | Website crashed |
| No mention of the safety of the bridge | 1 | |
| Who is paying the bill | 111 | |
| Why do we need to spend money on the lift | 1 | |
| What is electronic tolling | 111 | |

This page intentionally left blank.

From: [Betsy Scott](#)
To: [Port of Hood River Info](#)
Subject: Re: PUBLIC NOTICE - BRIDGE CLOSURE UPDATE
Date: Sunday, June 30, 2024 9:03:32 AM

Please consider the option of allowing cyclists and walkers to cross the bridge while it's closed to vehicles. That would help commuters so much!
Thank you!

Sent from my iPhone

On Jun 28, 2024, at 3:48 PM, Port of Hood River <info@portofhoodriver.com> wrote:



English|Español

PUBLIC NOTICE BRIDGE CLOSURE UPDATE

The Port of Hood River Commission will convene a public meeting on Sunday, June 30, at 10 AM in the Port conference room. The primary agenda item will be to receive a report and recommendations from HDR Engineering, Inc. regarding the potential re-opening of the Hood River-White Salmon Interstate Bridge. HDR has initiated the design of the necessary repairs, and discussions will include the proposed schedule for this work. HDR has been the Port's engineer of record for the structural components of the bridge since 2014. HDR's findings will undergo an independent review by Kiewit Infrastructure West, which will also be presented to the Commission. All engineering and construction contracts will be executed under emergency procurement provisions.

The decision to reopen vehicular traffic across the bridge will be determined based on the engineering reports presented to the Commission. The next Port notice will be issued shortly after the Commission meeting on Sunday, June 30.

From: [Port of Hood River](#)
To: [Port of Hood River Info](#)
Subject: Contact Form Submission from Port of Hood River Website
Date: Thursday, June 27, 2024 7:43:47 PM
Attachments: [ninja-forms-submission.csv](#)

This was entered into the Contact Form on the Port of Hood River Website:

Name: Catherine Brown
Email: catherinebrownfreil@gmail.com

Message: Hello and I ask, implore actually, that you now consider implementing a policy that should have been done long ago. Get big trucks off the bridge! It's dangerous to all who drive it, it's further decreasing the life span of the bridge and it's endangering our ability to limp it along until a replacement is finished. Please, please please take this as the wake up call it is and make the right decision. The economy of the small communities on the Washington side can't take the hit if this bridge is closed permanently due to poor decisions made by the port. I understand there are economic and political interests who are lobbying you hard to keep it open. This is your opportunity to do the right thing instead of allowing political pressure to cause further inaction. Thank you

From: [Port of Hood River](#)
To: [Port of Hood River Info](#)
Subject: Contact Form Submission from Port of Hood River Website
Date: Friday, June 28, 2024 3:31:29 PM
Attachments: [ninja-forms-submission.csv](#)

This was entered into the Contact Form on the Port of Hood River Website:

Name: Charles Kliesh
Email: chuckpainter1@gmail.com

I stopped by the office and was told that there would be an update by 1PM today Fri. Well I am on this page and there is again nothing here about an update even by 3:25 PM.

Message: I asked that a message be sent to the port authority about why there has not been a bar in place like at the entrance of a parking garage to warn people there that the height of your vehicle was greater than would fit. The office people said they would not do that and that only by attending a meeting could that kind of thing be recognized. They said the next meeting is in about 2 weeks! Would some one of some authority please respond to this so I know that at least my voice was heard.

From: [Kevin Greenwood](#)
To: [Patty Rosas](#)
Subject: FW: Hood River Bridge Closure Times
Date: Friday, July 5, 2024 2:12:09 PM

FYI....

Kevin
541/961-9517

From: Christopher Stiffler <Chris@ldtwines.com>
Date: Friday, July 5, 2024 at 2:03 PM
To: Kristi Chapman <kchapman@portofhoodriver.com>, Heather Gehring <hgehring@portofhoodriver.com>, Mike Fox <mfox@portofhoodriver.com>, Tor Bieker <tbieker@portofhoodriver.com>, Ben Sheppard <bsheppard@portofhoodriver.com>, Kevin Greenwood <kgreenwood@portofhoodriver.com>
Cc: p.blackburn@cityofhoodriver.gov <p.blackburn@cityofhoodriver.gov>, mayor@ci.white-salmon.wa.us <mayor@ci.white-salmon.wa.us>
Subject: Hood River Bridge Closure Times

Hello All.

My name is Chris Stiffler and I am the owner of LDT Wines and the current president of the White Salmon Downtown Business Association. I am writing to let you know about my concerns over the bridge closures for repairs. Obviously, the need for repairs is first and foremost so I thank you for finding solutions so quickly. My concern is the hours in which you choose to close the bridge. The current chosen hours of 7pm-7am will have a negative impact on the majority on the hospitality industry in White Salmon, Bingen, and beyond. I ask that you change the hours and days you close for repairs.

Ideally, I would like to see the bridge open on the weekends. If you must close for 12 hours straight, a 9pm-9am schedule is a more ideal scenario. I recognize that all industries in the area have appeals for how bridge repairs are managed, but in my opinion a 9pm-9am closure would distribute the burden evenly. 10 pm to 6am closures would have the least impact on the local economy. I see few reasons why other options could not work. July is historically our busiest month of the year and not having weekend evening access to the bridge will cause harm to the hospitality industry as whole on the Washington side. I urge you to consider this all and make appropriate changes to the scheduled closures.

Thank you.

Cheers,
Chris Stiffler

President - White Salmon Downtown Business Association
Founder
LDT Wine Co.
978-846-1780

From: [Port of Hood River](#)
To: [Port of Hood River Info](#)
Subject: Contact Form Submission from Port of Hood River Website
Date: Friday, June 28, 2024 7:06:24 AM
Attachments: [ninja-forms-submission.csv](#)

This was entered into the Contact Form on the Port of Hood River Website:

Name: Cindy Wambach
Email: cwambach6@gmail.com
Re: Hood River Bridge Emergency Solution

Please put in a ferry from OR (Hood River) to WA (White Salmon/Bingen).

(I assume there has been some discussion with the upcoming bridge construction.)

Message: NOW would be a good time to get it done and put a ferry in place.

Other agency's and governments could possibly help with the expense.

I believe this could be done on an expedited basis.

Thank you,
Cindy Wambach

From: [dean mcclure](#)
To: [Port of Hood River Info](#)
Subject: Re: REOPENING OF THE HOOD RIVER-WHITE SALMON BRIDGE FOR PASSENGER VEHICLES
Date: Sunday, June 30, 2024 4:53:17 PM

Great

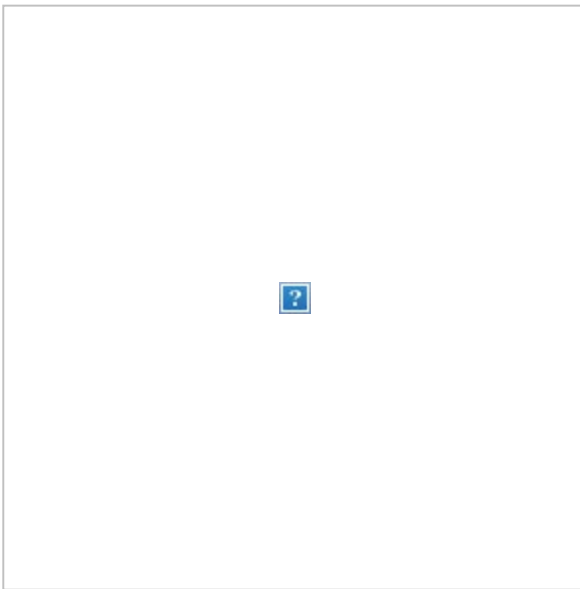
But commercial traffic shouldn't ever be allowed on the bridge again

When there is a new bridge there

Ya...sure

Until then the trucks have proven now that they don't belong on this bridge in its end of life

On Sun, Jun 30, 2024, 12:23 PM Port of Hood River <info@portofhoodriver.com> wrote:



English|Español

Reopening of the Hood River-White Salmon Interstate Bridge for Passenger Vehicles

The Port Commission approved the reopening of the Hood River-White Salmon Interstate Bridge based on the recommendation from the engineering team at this morning's special emergency meeting. Justin Doornink, PhD, PE, Associate Vice President and Northwest Region Bridge Leader from HDR Engineering, Inc., advised that the Port limit traffic to passenger vehicles only to prevent another accidental strike to the overhead bracing while the bridge remains in a damaged state.

The bridge is expected to reopen for the use of passenger vehicles only by 2 PM on June 30, 2024. Electronic tolling will be implemented, and traffic control personnel will be stationed at both entrances around the clock to ensure

From: [Doug Ellenberger](#)
To: [Kevin Greenwood](#)
Cc: [Mike Fox](#); [Heather Gehring](#); [Kristi Chapman](#); [Tor Bieker](#); [Ben Sheppard](#); [Patty Rosas](#); p.blackburn@cityofhoodriver.gov; [Mayor Of White Salmon](#); [Christine Ellenberger](#)
Subject: Bridge Closure Concerns
Date: Wednesday, July 3, 2024 4:18:15 PM
Attachments: [image001.png](#)

Hello All.

I am writing to voice my concerns over the bridge closures for repairs. There is no argument as for the need for the repairs, and thank you for finding solutions so quickly. My concern has always been the hours in which you choose to close the bridge. I am very concerned that the hours chosen to do the repairs will have a negative effect on my business and the hospitality industry as a whole. Closing early on the weekends is especially a killer for my industry. My ask is that you change the hours and days in which you close for repairs.

Ideally I would like to see the bridge open on the weekends at the very least. If you must close for 12 hours straight, I would suggest a 9pm-9am schedule to share the burden across all industries. 10 pm to 6am closures would have the least impact on the local economy in my opinion. I see few reasons why other options could not work.

Thank you.

Doug and Christine Ellenberger

Doug Ellenberger
Owner/Brewmaster
503-975-6382 cell
www.everybodysbrewing.com

Beer For All!



From: [Port of Hood River](#)
To: [Port of Hood River Info](#)
Subject: Contact Form Submission from Port of Hood River Website
Date: Thursday, June 27, 2024 6:09:03 PM
Attachments: [ninja-forms-submission.csv](#)

This was entered into the Contact Form on the Port of Hood River Website:

Name: Ed Peice

Email: ed@mmhd15.com

Just a comment from a daily user, given today's incident, as well as other safety issues with the bridge, would it be prudent to ban large semi trucks until the new bridge is built?

Message: Thanks for taking my comment, and good luck with the repairs.

Ed Price
White Salmon

From: [Jeff James](#)
To: [Port of Hood River Info](#)
Subject: Re: PUBLIC NOTICE - BRIDGE CLOSURE UPDATE
Date: Sunday, June 30, 2024 8:35:34 AM

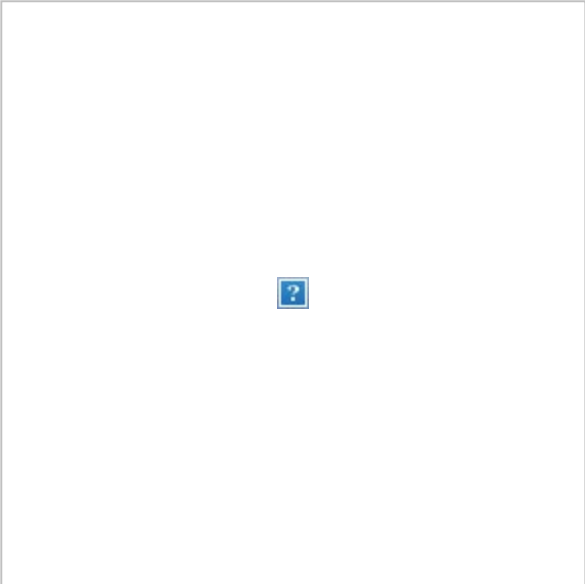
Just a thought for consideration:

I am a Mechanical Engineer. Although I have not personally seen the bridge damage (photos only), I would like to suggest that in addition to all the necessary measurements, assessments and calculations, the bridge strength be analyzed using basic engineering principles and empirical data. During the event when structural members were being bent and sheared by the collision, a severe dynamic load was being imposed onto the structure at the same time that there was a large static load of two heavy commercial vehicles, including a large excavator on a trailer. If the damaged lift span was able to withstand these dynamic and static load conditions simultaneously without failure, then engineering logic would conclude that the damaged structure is capable of supporting much lighter loads. Therefore, a short term solution might be to allow light vehicles only, and possibly limit the number of light vehicles on the lift span at any one time by using flaggers. All heavy commercial vehicles would need to use alternate routes. This temporary solution would allow commuters and limited interstate commerce to continue to use the bridge until such time that an appropriate repair is designed and implemented.

I am sure you have access to structural engineers that have much more expertise than me, but you might want to suggest that they look at this type of analysis as you continue seeking interim solutions.

Jeff James

On Fri, Jun 28, 2024 at 3:48 PM Port of Hood River <info@portofhoodriver.com> wrote:



English|Español

PUBLIC NOTICE

From: [Jeff Nicklin](#)
To: [Port of Hood River Info](#)
Subject: Re: BRIDGE CLOSURE SCHEDULE FOR REPAIRS
Date: Tuesday, July 2, 2024 9:08:52 PM

Is there any possibility of considering extending the repair time an additional week for the benefit of moving the closure time later? Even 9pm would be a big improvement particularly for businesses (restaurants) on both sides of the river.
Jeff Nicklin

On Jul 2, 2024, at 5:00 PM, Port of Hood River <info@portofhoodriver.com> wrote:



English|Español

BRIDGE CLOSURE SCHEDULE FOR REPAIRS

Kiewit Construction has announced the schedule for the Hood River-White Salmon Interstate Bridge closures needed to permanently repair the damaged truss members. The bridge will be closed daily for twelve hours from 7 PM to 7 AM over the next two weeks. Until repairs are completed, only passenger vehicles will be allowed on the bridge.

- **Repairs begin at 7 PM on Monday, July 8th, and continue daily from 7 PM to 7 AM until it ends at 7 AM on Sunday, July 21st.**

After these repairs, the bridge will return to normal vehicular traffic operations the morning of Sunday, July 21st. The bridge lift will be evaluated upon the completion of the structural repairs. If the lift is not operable, a separate study will be conducted. Please note that additional bridge closures may be necessary based on the lift evaluation. The Port appreciates the public's patience during this time.

From: [Kenneth Garrett](#)
To: [Port of Hood River Info](#)
Subject: Re: PUBLIC NOTICE - BRIDGE CLOSURE UPDATE
Date: Friday, June 28, 2024 11:28:23 PM

No more semi's ever again. We knew it years ago. The bridge can't support it. Ban semi's now. We don't want to end up in the Columbia!!!

Sent from my iPhone

On Jun 28, 2024, at 8:39 PM, Kenneth Garrett <pkgarrett@gorge.net> wrote:

No more semi trucks ever. The bridge can't support the weight, it wasn't built to support semis or other heavy trucks. We know it cost money but so do lives. We don't want to end up in a freezing river and steel. Do something. Doesn't this prove it???

Sent from my iPhone

On Jun 28, 2024, at 3:48 PM, Port of Hood River
<info@portofhoodriver.com> wrote:



English|Español

PUBLIC NOTICE BRIDGE CLOSURE UPDATE

The Port of Hood River Commission will convene a public meeting on Sunday, June 30, at 10 AM in the Port conference room. The primary agenda item will be to receive a report and recommendations from HDR Engineering, Inc. regarding the potential re-opening of the Hood River-White Salmon Interstate Bridge. HDR has initiated the design of the necessary repairs, and discussions will include the proposed schedule for this work. HDR has been the Port's engineer of record for the structural components of the bridge since 2014. HDR's findings will undergo an independent review by Kiewit Infrastructure West, which will also be presented to the Commission. All

From: [Kristi Ridgeway](#)
To: [Port of Hood River Info](#)
Subject: Re: BRIDGE CLOSED DUE TO COLLISION
Date: Thursday, June 27, 2024 12:11:18 PM

Hello, I would encourage your board to stop allowing semi-trucks on the bridge. Can you tell me who to contact regarding this situation? Thank you, Kristi Ridgeway

Sent from my iPhone

On Jun 27, 2024, at 11:42 AM, Port of Hood River <info@portofhoodriver.com> wrote:



English|Español

IMPORTANT NOTICE: BRIDGE CLOSURE DUE TO COLLISION

A collision involving a semi-truck occurred on the bridge moments ago, resulting in severe damage. Members on the bridge at the time were struck and impacted by the incident.

For safety reasons and to allow engineers to thoroughly assess the damage, the bridge will be closed until further notice. We apologize for the inconvenience and appreciate your understanding as we prioritize safety and work towards a resolution.

Please seek alternative routes and stay tuned for updates.

Thank you for your cooperation.

***AVISO IMPORTANTE:
CIERRE DEL PUENTE DEBIDO A
UNA COLISION***

From: kjr at gorge.net <kjr@gorge.net>
Sent: Sunday, June 30, 2024 10:44:13 AM
To: Kristi Chapman <kchapman@portofhoodriver.com>
Subject: Hood River Bridge

Hello,

I own a home in Hood River County and Klickitat County and have a few questions/opinions regarding the Hood River Bridge.

1. I disagree with allowing oversized trucks/trailers/RV on that bridge. For example, the other day I was on the bridge and a very large RV/pulling a car was on the bridge and was unable to stay in their lane. This is a safety issue for all of us crossing the bridge. I appreciate the comments from your board member regarding the RV hitting the bridge this am, yet what about the other cars on the bridge when the RV hits the bridge and implodes.

2. I would like to have a better understanding of the decrease in the speed limit on the bridge. For example, how is that extending the life of the bridge. Also, many drivers have not decreased their speed, how can this be enforced.

Also, I am not sure which board member was laughing during this meeting, I do not find anything funny about this situation.

Thank you,

Kristi Ridgeway

From: [Mark P. Batho](#)
To: [Port of Hood River Info](#)
Subject: Re: BRIDGE CLOSURE SCHEDULE FOR REPAIRS
Date: Tuesday, July 2, 2024 10:42:24 PM

Hello,

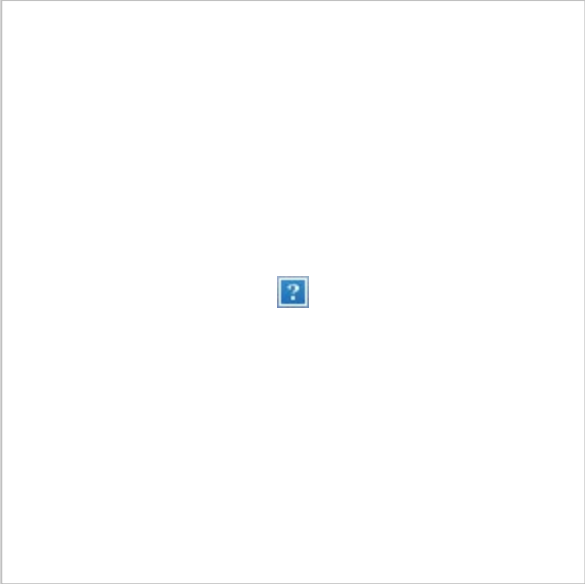
So... Just thinking out loud here after the accident the other day... Maybe ONLY passenger vehicles should be allowed on the bridge, period. And maybe allow bikes, especially electric bikes.

You've said it yourself in the link below. Speed AND Weight are the main factors that contribute to bridge deterioration. You seem to have fixed the speed part (15mph) and we just saw what happened with a large truck, so maybe avoid future disruptions to residents that rely on the bridge and ban trucks over 10000 lbs forever. Also you should probably start planning a new bridge now before the old one is undriveable.

<https://portofhoodriver.com/hood-river-white-salmon-interstate-bridge-speed-limit-lowered-to-15-mph/>

Thanks,
-Mark.

On Tue, Jul 2, 2024 at 5:00 PM Port of Hood River <info@portofhoodriver.com> wrote:



English|Español

BRIDGE CLOSURE SCHEDULE FOR REPAIRS

Kiewit Construction has announced the schedule for the Hood River-White

From: [Port of Hood River](#)
To: [Port of Hood River Info](#)
Subject: Contact Form Submission from Port of Hood River Website
Date: Friday, July 5, 2024 12:32:39 PM
Attachments: [ninja-forms-submission.csv](#)

This was entered into the Contact Form on the Port of Hood River Website:

Name: Monica Bassett
Email: bassettm@gorge.net

Hi,

I am reaching out wondering if there will be any change in bridge repair times. It affects so many people that work on opposite sides of river from where they live.

Message: For example I am a nurse and start my shift at 7am and end at 7:30 pm. Wondering if the times could be tweaked a little like start at 9pm and open at 5:30am.

thank you

Monica Bassett

From: [Port of Hood River](#)
To: [Port of Hood River Info](#)
Subject: Contact Form Submission from Port of Hood River Website
Date: Wednesday, July 3, 2024 10:11:01 PM
Attachments: [ninja-forms-submission.csv](#)

This was entered into the Contact Form on the Port of Hood River Website:

Name: Nancy Andring

Email: nancyandring@gmail.com

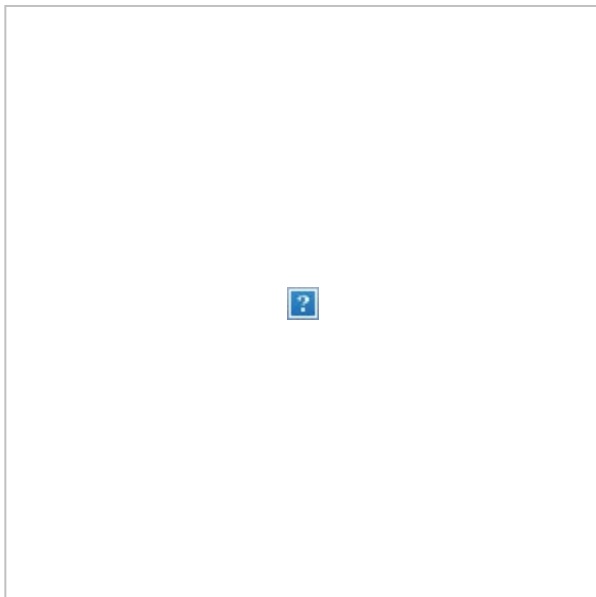
Message: With the Cascade Locks bridge being hit, seems like it might be a good idea to put in a structure at each end that at least 6" lower then the lift span, so if they hit it that it would drop a gate down that would keep them from going any further.

From: [natasha b](#)
To: [Port of Hood River Info](#)
Subject: Re: BRIDGE CLOSED DUE TO COLLISION
Date: Thursday, June 27, 2024 12:05:19 PM

Just out of curiosity and not to place blame, but last year didn't you put into effect a no semi-truck ruling? It seems that you may want to revisit this notion sooner than later, since they routinely cause problems of varying intensity. It seems logical, even before today's accident, to ban semis as the bridge was not built to support (literally) that level of traffic and certainly not that weight nor width.

I urge you to immediately ban semis from the bridge, that seems far more logical than the speed limit restriction in an effort to prolong the life of the bridge.

From: Port of Hood River <info@portofhoodriver.com>
Sent: Thursday, June 27, 2024 11:41 AM
To: nbacheller@hotmail.com <nbacheller@hotmail.com>
Subject: BRIDGE CLOSED DUE TO COLLISION



English|Español

IMPORTANT NOTICE: BRIDGE CLOSURE DUE TO COLLISION

A collision involving a semi-truck occurred on the bridge moments ago, resulting in severe damage. Members on the bridge at the time were struck and impacted by the incident.

From: [Randall Pearl](#)
To: [Port of Hood River Info](#)
Subject: Height Restricters should be installed before allowing semis back on bridge
Date: Sunday, June 30, 2024 10:48:52 AM

Hello,

Simple overhead height restriction structures one each end of the bridge would prevent the crash and subsequent damage that recently occurred.

Regards,
Randall Pearl
White Salmon

From: [robin_henson](#)
To: [Port of Hood River Info](#)
Subject: Re: PUBLIC NOTICE - BRIDGE CLOSURE UPDATE
Date: Friday, June 28, 2024 5:49:20 PM

Why are semi trucks allowed on the bridge? We can only drive 15mph. They are too big, too heavy and should not be allowed

Robin Henson

Sent from my iPhone

On Jun 28, 2024, at 3:48 PM, Port of Hood River <info@portofhoodriver.com> wrote:



English|Español

PUBLIC NOTICE BRIDGE CLOSURE UPDATE

The Port of Hood River Commission will convene a public meeting on Sunday, June 30, at 10 AM in the Port conference room. The primary agenda item will be to receive a report and recommendations from HDR Engineering, Inc. regarding the potential re-opening of the Hood River-White Salmon Interstate Bridge. HDR has initiated the design of the necessary repairs, and discussions will include the proposed schedule for this work. HDR has been the Port's engineer of record for the structural components of the bridge since 2014. HDR's findings will undergo an independent review by Kiewit Infrastructure West, which will also be presented to the Commission. All engineering and construction contracts will be executed under emergency procurement provisions.

The decision to reopen vehicular traffic across the bridge will be determined based on the engineering reports presented to the Commission. The next Port notice will be issued shortly after the Commission meeting on Sunday, June 30.

AVISO PUBLICO ACTUALIZACIÓN DE CIERRE DEL PUENTE

La Comisión del Puerto de Hood River tendrá una reunión pública el

From: [roland murphy II](#)
To: [Port of Hood River Info](#)
Subject: Re: BRIDGE CLOSURE SCHEDULE FOR REPAIRS
Date: Tuesday, July 2, 2024 8:46:12 PM

This is a ridiculous schedule!!!!!!!!!!

Do it from 11p-7a

So if you go to dinner across the bridge you have an hour drive home? Do it late at night so it doesn't affect daily lives!

Sent from my iPhone

On Jul 2, 2024, at 5:00 PM, Port of Hood River <info@portofhoodriver.com> wrote:



English|Español

BRIDGE CLOSURE SCHEDULE FOR REPAIRS

Kiewit Construction has announced the schedule for the Hood River-White Salmon Interstate Bridge closures needed to permanently repair the damaged truss members. The bridge will be closed daily for twelve hours from 7 PM to 7 AM over the next two weeks. Until repairs are completed, only passenger vehicles will be allowed on the bridge.

- **Repairs begin at 7 PM on Monday, July 8th, and continue daily from 7 PM to 7 AM until it ends at 7 AM on Sunday, July 21st.**

After these repairs, the bridge will return to normal vehicular traffic operations the morning of Sunday, July 21st. The bridge lift will be evaluated upon the completion of the structural repairs. If the lift is not operable, a separate study will be conducted. Please note that additional bridge closures may be necessary based on the lift evaluation. The Port appreciates the public's patience during this

From: [Kevin Greenwood](#)
To: [Patty Rosas](#)
Subject: Fwd: bridge closure hours, hospitality businesses
Date: Thursday, July 4, 2024 8:47:41 PM

Kevin
(541) 386-1138: desk
(541) 961-9517: cell

Begin forwarded message:

From: Gander & Goose <ganderandgoosecocktails@gmail.com>
Date: July 4, 2024 at 6:17:36 PM PDT
To: Kevin Greenwood <kgreenwood@portofhoodriver.com>
Subject: bridge closure hours, hospitality businesses

Hi Kevin,

I'm the owner of a small, elegant cocktail bar in White Salmon called Gander & Goose. We've been open since October, this is our first Summer, and an absolutely make-or-break time for my new business.

To be clear and direct, your decision to close the bridge at 7pm at the beginning of our peak season may well mean the end of my new business. As someone who employs 5 people and relies on the bridge to bring customers to White Salmon, I cannot express enough how detrimental the closure will be. After a long winter, things are finally picking up, but now this?

At the **very** least the bridge needs to stay open until 9pm. At the least. Otherwise, your decision to close at 7pm may be the determining factor in at least 5 people being out of work come August. Please reconsider your decision to be more accommodating to the hospitality industry, arguably the engine and life-blood of our local economy.

regards,
Sam Schauer
Gander & Goose
216 E Jewett Ste 1
White Salmon WA 98672
509-281-3037

From: [Port of Hood River](#)
To: [Port of Hood River Info](#)
Subject: Contact Form Submission from Port of Hood River Website
Date: Tuesday, July 2, 2024 5:23:53 PM
Attachments: [ninja-forms-submission.csv](#)

This was entered into the Contact Form on the Port of Hood River Website:

Name: Suzette Ayotte

Email: suzette.ayotte@gmail.com

Opening the bridge to ALL traffic on Sunday is irresponsible and a disservice to all Hood River surrounding communities. What are you going to do --- just keep doing the same thing, allowing semis to cross until the next accident with likely greater damages and then none of us can use the bridge again??? The 80 mile round trip commute to my office is a financial burden AND I have no choice as my product warehouse is in Bingen and I have to ship to my customers!!

Message: PLEASE ASK THE COMMUNITY WHETHER OR NOT THEY THINK THE BRIDGE SHOULD BE OPEN TO THESE MASSIVE MASSIVE VEHICLES.

The Hood River bridge is a disaster waiting to happen.

Suzette Ayotte
1335 Cascade Ave
Hood River OR 97031

From: [Port of Hood River](#)
To: [Port of Hood River Info](#)
Subject: Contact Form Submission from Port of Hood River Website
Date: Sunday, June 30, 2024 10:44:46 AM
Attachments: [ninja-forms-submission.csv](#)

This was entered into the Contact Form on the Port of Hood River Website:

Name: Teresa Monahan

Email: tmonahan@msn.com

I just watched the 10AM livestream of the port meeting regarding the damaged bridge. Thank you for allowing access to this meeting. There was talk of having signage and security on both sides of the bridge to prevent large truck crossings until the bridge is repaired.

Message: When this damage occurred, I wondered why we do not have a max height bar across the bridge entrances on both sides (like exist in parking garages and car washes) in addition to posting height restrictions. It seems to me that could mitigate future problems of this kind until the new bridge is built (and would likely not be a costly solution)? Just a thought...

From: [Kevin Greenwood](#)
To: [Vernon Mohlis](#); [Kristi Chapman](#); [Heather Gehring](#); [Mike Fox](#); [Tor Bieker](#); [Ben Sheppard](#)
Cc: [Patty Rosas](#)
Subject: Re: Bridge closure
Date: Friday, July 5, 2024 1:02:07 PM
Attachments: [image001.png](#)

Vern,

Thanks for the input. We are working with 12-hour work windows starting Monday. This will be the fastest way to get the bridge opened up as quickly as possible for all users. We'll include this email in our After Action Report as well.

Kevin
541/961-9517

From: Vernon Mohlis <VernonMohlis@Umpquabank.com>
Date: Friday, July 5, 2024 at 12:44 PM
To: Kevin Greenwood <kgreenwood@portofhoodriver.com>, Kristi Chapman <kchapman@portofhoodriver.com>, Heather Gehring <hgehring@portofhoodriver.com>, Mike Fox <mfox@portofhoodriver.com>, Tor Bieker <tbieker@portofhoodriver.com>, Ben Sheppard <bsheppard@portofhoodriver.com>
Subject: Bridge closure

Greetings everyone,

It's probably "a day late and a dollar short" but, I wanted to speak up on behalf of the White Salmon & Bingen businesses for the Mt Adams Chamber of Commerce. A 12-hr closure from 7p.m – 7a.m. seems excessive and a probable disruption to area businesses and tourist traffic. A 9 or 10-hour window of 10p.m. to 7a.m or 8a.m. seems more reasonable. We receive a lot of back-and-forth travel in the evening from the 7p.m. up to the 10p.m. time in the evening. Is there any way the currently proposed times could be adjusted?

With much consideration,

Vern Mohlis
Mt Adams Chamber of Commerce Board President

Columbia Gorge Commercial Team
2650 Cascade Avenue
Hood River, OR 97031

O 541-387-3468
M 541-645-0134

EXHIBIT L

SUMMARY OF SOCIAL MEDIA POSTS DURING BRIDGE INCIDENT

The first notice to the public was issued at 11:46 am on the day of the accident generating over 110 comments on and 253 shares from the Port's Facebook page. The message focused on the closure and the engineering analysis underway. A reference to "members on the bridge at the time were struck..." was misinterpreted by some that actual people were hurt.

A 1:32 post clarified that there were no injuries, investigation is underway, and the bridge would be closed until further notice. The post also stated that the next update would be at 4pm.

A 4:00 post updated that engineers were on site conducting their assessment; bridge remains closed; and next notice would be at 6:00pm

A 6:15 post noted that the engineering team would need more time; bridge remains closed; and next notice would be Friday, June 28 at 9:00am

A 9:10am post noted that engineers confirmed safe passage for the American Pride; that the team continues to evaluate conditions; bridge lift would be closed for foreseeable future; and that the next notice would be released after a 1:00pm meeting.

A 3:50pm post noted that the Commission would hold a public meeting on Sunday, June 30th to review the engineering report and make decisions based upon recommendations; a link to the meeting was included; and that the next notice would be after the 10:00am Sunday meeting. This separate post was done as it was a natural break between what had happened on Thursday and how the Port was moving forward. This post generated 31 comments and 60 shares.

A 12:14pm post noted that the bridge would be re-opened with limitations based upon recommendations from HDR at 2:00pm. Staff added engineer, Justin Doornink's credentials in the post. Post noted that electronic tolling would be implemented, and that traffic control would be used to prevent semi-truck access to the bridge. It was noted that a schedule of permanent repairs would be provided "later in the week." This post generated 17 comments and 43 shares.

After a July 2nd staff meeting with engineers, a post was made at 5:02p releasing the schedule for repairs.

Important Notice: Bridge Closure Due to Collision

A collision involving a semi-truck occurred on the bridge moments ago, resulting in severe damage. Members on the bridge at the time were struck and impacted by the incident.

For safety reasons and to allow engineers to thoroughly assess the damage, the bridge will be closed until further notice. We apologize for the inconvenience and appreciate your understanding as we prioritize safety and work towards a resolution.

Please seek alternative routes and stay tuned for updates.

Thank you for your cooperation.

Aviso Importante: Cierre del Puente Debido a una Colisión

Una colisión que involucró a un camión semi-remolque ocurrió en el puente hace unos momentos, resultando en daños severos. Las partes del puente en ese momento fueron impactadas por el incidente.

Por razones de seguridad y para permitir que los ingenieros evalúen a fondo los daños, el puente permanecerá cerrado hasta nuevo aviso. Pedimos disculpas por los inconvenientes y apreciamos su comprensión mientras priorizamos la seguridad y trabajamos hacia una resolución.

Por favor, busque rutas alternativas y esté atento a las actualizaciones. Cerrado

Gracias por su cooperación.

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Posted 6/27/2024 – All platforms

UPDATES:

UPDATE 1:30PM – We are currently awaiting the arrival of the engineers to assess the damage to the Hood River-White Salmon Bridge. No injuries were reported. The collision caused damage to both the north and south tower cross bracing over the roadway of the bridge, as well as to the lateral bracing of the lift span.

AVISO 1:32 PM: Los ingenieros deberían llegar al sitio en breve para evaluar los daños en el tramo elevable del Puente Hood River White Salmon. No hubo heridos. Se está llevando a cabo una investigación y el Puerto emitirá una actualización a las 4 pm. El puente está actualmente cerrado hasta nuevo aviso.

UPDATE 4:00 PM – Engineers are on site conducting their assessment. The bridge remains closed until further notice. The next update will be provided at 6:00 PM.

AVISO 4:00 PM – Los ingenieros están en el sitio realizando su evaluación. El puente sigue cerrado hasta nuevo aviso. La próxima actualización se proporcionará a las 6:00 PM.

UPDATE 6:15 PM – The engineering team requires additional time to fully assess the status of the bridge. The bridge will remain closed until further notice. We will provide an update on Friday, June 28 at 9:00 AM.

AVISO 6:15 PM – El equipo de ingenieros necesita más tiempo para evaluar completamente el estado del puente. El puente permanecerá cerrado hasta nuevo aviso. Proporcionaremos una actualización el viernes 28 de junio a las 9:00 AM.

UPDATE 9:10 AM – Engineers confirmed safe passage for American Cruise Line vessel at 6:30 this morning. American Pride transited underneath the bridge safely at 7:50 this morning. The engineering team continues to assess the current bridge condition. The bridge lift continues to be closed for the foreseeable future. A meeting is scheduled for 1:00 PM to discuss options for vehicular traffic. Next notice will be issued after the 1:00 PM meeting.

AVISO 9:10 AM – Ingenieros confirmaron el paso seguro del buque de American Cruise Line a las 6:30 de esta mañana. El American Pride pasó por debajo del puente sin problemas a las 7:50 de esta mañana. El equipo de ingeniería continúa evaluando el estado actual del puente. El levantamiento del puente permanece cerrado por el futuro previsible. Se ha programado una reunión para la 1:00 PM para discutir las opciones para el tráfico vehicular. El próximo aviso se emitirá después de la reunión de la 1:00 PM.

PUBLIC NOTICE – BRIDGE CLOSURE UPDATE

The Port of Hood River Commission will convene a public meeting on Sunday, June 30, at 10 AM in the Port conference room. The primary agenda item will be to receive a report and recommendations from HDR Engineering, Inc. regarding the potential re-opening of the Hood River-White Salmon Interstate Bridge. HDR has initiated the design of the necessary repairs, and discussions will include the proposed schedule for this work. HDR has been the Port's engineer of record for the structural components of the bridge since 2014. HDR's findings will undergo an independent review by Kiewit Infrastructure West, which will also be presented to the Commission. All engineering and construction contracts will be executed under emergency procurement provisions.

The decision to reopen vehicular traffic across the bridge will be determined based on the engineering reports presented to the Commission. The next Port notice will be issued shortly after the Commission meeting on Sunday, June 30.

AVISO PÚBLICO – ACTUALIZACIÓN DE CIERRE DEL PUENTE

La Comisión del Puerto de Hood River tendrá una reunión pública el domingo 30 de junio a las 10 AM en la sala de conferencias del Puerto. El tema principal será recibir un informe y recomendaciones de HDR Engineering, Inc. respecto a la posible reapertura del Puente Interestatal Hood River-White Salmon. HDR ha iniciado el diseño de las reparaciones necesarias, y las discusiones incluirán el cronograma propuesto para este trabajo. HDR ha sido el ingeniero de registro del Puerto para los componentes estructurales del puente desde 2014. Los hallazgos de HDR serán sometidos a una revisión independiente por parte de Kiewit Infrastructure West, la cual también será presentada a la Comisión. Todos los contratos de ingeniería y construcción se ejecutarán bajo disposiciones de contratación de emergencia.

La decisión de reabrir el tráfico vehicular a través del puente se determinará en función de los informes de ingeniería presentados a la Comisión. El próximo aviso del Puerto será emitido poco después de la reunión de la Comisión el domingo 30 de junio.

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Posted: 6/28/24 all platforms

Reopening of the Hood River-White Salmon Interstate Bridge for Passenger Vehicles

The Port Commission approved the reopening of the Hood River-White Salmon Interstate Bridge based on the recommendation from the engineering team at this morning's special emergency meeting. Justin Doornink, PhD, PE, Associate Vice President and Northwest Region Bridge Leader from HDR Engineering, Inc., advised that the Port limit traffic to passenger vehicles only to prevent another accidental strike to the overhead bracing while the bridge remains in a damaged state.

The bridge is expected to reopen for the use of passenger vehicles only by 2 PM on June 30, 2024. Electronic tolling will be implemented, and traffic control personnel will be stationed at both entrances around the clock to ensure compliance. A schedule for the permanent repairs will be provided later in the week.

Port Commission Meeting Link: <https://www.youtube.com/watch?v=yrgCBVZrwz0>

Reapertura del Puente Interestatal Hood River-White Salmon para Vehículos de Pasajeros

La Comisión del Puerto aprobó la reapertura del Puente Interestatal Hood River-White Salmon basándose en la recomendación del equipo de ingeniería en la reunión especial de emergencia de esta mañana. Justin Doornink, PhD, PE, Vice presidente Asociado y Líder de Puentes de la Región Noroeste de HDR Engineering, Inc., aconsejó que el Puerto limite el tráfico solo a vehículos de pasajeros para evitar otro golpe accidental a la estructura superior mientras el puente permanezca dañado.

Se espera que el puente reabra para el uso exclusivo de vehículos de pasajeros a las 2 PM del 30 de junio de 2024. Se implementará un sistema de peaje electrónico y el personal de control de tráfico estará ubicado en ambas entradas las 24 horas del día para garantizar el cumplimiento. Se proporcionará un cronograma para las reparaciones permanentes más adelante en la semana.

Enlace a la Reunión de la Comisión del Puerto: <https://www.youtube.com/watch?v=yrgCBVZrwz0>

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6/30/2024 - Posted to all platforms

Readerboards:



BRIDGE CLOSURE SCHEDULE FOR REPAIRS

Kiewit Construction has announced the schedule for the Hood River-White Salmon Interstate Bridge closures needed to permanently repair the damaged truss members. The bridge will be closed daily for twelve hours from 7 PM to 7 AM over the next two weeks. Until repairs are completed, only passenger vehicles will be allowed on the bridge.

- **Repairs begin at 7 PM on Monday, July 8th, and continue daily from 7 PM to 7 AM until it ends at 7 AM on Sunday, July 21st.**

After these repairs, the bridge will return to normal vehicular traffic operations the morning of Sunday, July 21st. The bridge lift will be evaluated upon the completion of the structural repairs. If the lift is not operable, a separate study will be conducted. Please note that additional bridge closures may be necessary based on the lift evaluation. The Port appreciates the public's patience during this time.

CALENDARIO DE CIERRE DEL PUENTE POR REPARACIONES

Kiewit Construction ha anunciado el horario de cierre del Puente Interestatal Hood River-White Salmon necesario para reparar permanentemente los miembros del armazón dañados. El puente estará cerrado diariamente durante doce horas, de 7 PM a 7 AM, durante las próximas dos semanas. Hasta que se completen las reparaciones, solo se permitirá el paso de vehículos de pasajeros por el puente.

- **Las reparaciones comenzarán a las 7 PM del lunes, 8 de julio, y continuarán diariamente de 7 PM a 7 AM hasta las 7 AM del domingo, 21 de julio.**

Después de estas reparaciones, el puente volverá a operar normalmente para el tráfico vehicular la mañana del domingo, 21 de julio. La funcionalidad del elevador del puente será evaluada al completarse las reparaciones estructurales. Si el elevador no está operativo, se realizará un estudio separado. Por favor, tenga en cuenta que podrían ser necesarios cierres adicionales del puente según la evaluación del elevador. El Puerto agradece la paciencia del público durante este tiempo.

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Posted 7/2/2024 on all platforms

EXHIBIT M



PROTECTING WHAT YOU VALUE

606 State Street
P.O. Box 500
Hood River, OR 97031

541.386.2444 Fax: 541.386.5556
www.columbiariverins.com

July 8, 2024

Good Morning Kevin

Your repair cost estimate details are the perfect lead into your request for an insurance update.

As of Friday July 5th here is what we know ...

The vehicle which caused the damage to the bridge is owned by Riley Materials, Riley Materials has a (CAP) Commercial Auto Policy with Progressive Insurance Group. I have had multiple conversations with their claims department regarding Claim # **24-647169483**.

To date Progressive Insurance has confirmed Riley Materials to have an active and in force CAP, unfortunately they have been unwilling to confirm the vehicle involved in the accident was listed as a scheduled vehicle during the time of the bridge strike.

They have acknowledged difficulty in connecting with the driver of the vehicle and Issac Riley (owner) to obtain their statements surrounding the event . This is not how the claims processes is meant to work, yet this may not be a surprise considering who is involved.

I have a call on Monday afternoon with a Progressive claims supervisors to hopefully learn more about thier specific process / investigation. Part of me remains hopeful coverage details for the vehicle involved will be identified .

If the vehicle is determined to be "uninsured" both the driver and vehicle owner will receive citations from the Hood River Police Department , these citations will likely lead to a much deeper investigation by ODOT . This type of investigation will make life even more difficult for the vehicle owner but will provide little to no financial relief to the Port .

If coverage for the vehicle in question is identified with Progressive the Port should expect the Progressive claims department to launch their own investigation into the engineering / repair to the bridge damage. This process may take time but in no way should slow down the Ports plans or timeline.

It is important to note that during the 2024 renewal process the Port of Hood River chose to increase the Property Damage Deductible for the Bridge Policy from \$500k to \$1mill in an effort to save premium dollars . The annual savings created by the deductible increase is \$68,981.00 With the repair estimate now forecast to exceed the \$1mill deductible amount we will be officially notifying CHUBB Insurance on 7/8/24 . Involving CHUBB at this time will also prove helpful if / when the Port proceeds directly against Riley Materials for any portion of the claim which goes uncovered.

I will keep you posted Monday as I have more involved conversations with the Progressive Insurance claims department.

Regards


A handwritten signature in black ink, appearing to be 'S. Reynier', with a long horizontal stroke extending to the right.

Scott Reynier

EXHIBIT N

Izak Riely social media post regarding their involvement with the bridge accident. Port has not verified this statement.

June 28, 10:28pm on Facebook



IV Riley Materials, Inc.
June 28 at 10:28 PM · 🌐

6/28/24 10:30 A.M.
For Immediate release:

On 6/27/24, mid day, a IV Riley Materials, Inc. Owned semi truck and trailer was involved in a collision on the Hood River Toll Bridge.



At the time of the incident, the truck and trailer was leased out to a seperate company. The driver of the truck was employed by the lessee, and was not an employee of IV Riley Materials, Inc, the leased truck was also additionally insured by the lessee.

A 1999 Kenworth W900L was towing a 2017 Load King 55 LDH Lowboy trailer hauling a 2018 Link Belt 145x4 excavator. The driver of the truck loaded the excavator on the trailer, at a job site, in Underwood, Wa., secured the equipment properly, and verified the load was not over width or over height. Upon exiting the jobsite, it is presumed that a tree branch or other foreign object caught an adjustable pneumatic ride height control lever, mounted on the back of the trailer, and pushed the lever past the safety stop.

While in transit, this caused the air suspension to inflate, hyper-extending the air bags, causing the overall height of the trailer and load to increase by approximately 10"-12". Upon entry of the center span of the bridge, the arm of the excavator struck the spans, with an estimated interference of 2"-3", causing damage to the spans. the driver did not feel any abnormal impact, and was unaware of striking the bridge and proceeded to the toll booth where the boom struck the transponder receiver, which he witnessed in his mirror. he immediately stopped, notified the toll booth operator, and they called port officials to meet the driver in an adjacent parking lot to exchange information. Shortly thereafter, port officials made a quick inspection of the bridge, and determined that the boom had indeed struck the lift span, and proceeded to close the bridge down to allow engineers to do a full inspection.

The truck was of legal width and weight for the truck type, as prescribed by the emergency bridge weight restrictions that went into place on March 1st, 2024.

IV Riley Materials, the leasing company, and driver are fully cooperating with the investigation.

 1  4 shares

Vehicle Counts by Day

| Date | Car | Car+1 Axle | Car+2Axle | Car+3 Axle | 2 Axle Truck | 3 Axle Truck | 4 Axle Truck | 5 Axle Truck | 6 Axle Truck | 7 Axle Truck | 8 Axle Truck | Greater than 8 | Motor Cyle | Total |
|-----------|--------|------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|------------|--------|
| 6/27/2024 | 4,333 | 42 | 24 | 1 | 90 | 21 | 15 | 18 | 3 | 3 | 2 | - | 34 | 4,586 |
| 6/28/2024 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 6/29/2024 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 6/30/2024 | 3,963 | 18 | 6 | - | 22 | 10 | 1 | - | - | - | - | - | 12 | 4,032 |
| 7/1/2024 | 11,607 | 57 | 37 | 1 | 95 | 4 | 1 | - | - | - | - | - | 31 | 11,833 |
| 7/2/2024 | 12,634 | 72 | 56 | 1 | 104 | 4 | 1 | - | - | 1 | 1 | - | 49 | 12,923 |
| 7/3/2024 | 13,779 | 73 | 36 | 2 | 133 | 2 | - | - | - | - | 1 | - | 60 | 14,086 |
| 7/4/2024 | 10,137 | 47 | 21 | 1 | 45 | 2 | - | - | - | - | - | - | 55 | 10,308 |
| 7/5/2024 | 12,114 | 72 | 37 | 2 | 75 | 9 | - | - | - | - | - | - | 52 | 12,361 |
| 7/6/2024 | 11,328 | 73 | 29 | - | 49 | 2 | 1 | - | - | - | 1 | - | 63 | 11,546 |
| 7/7/2024 | 10,172 | 63 | 36 | - | 33 | 2 | 1 | - | - | - | 1 | - | 63 | 10,371 |

| Date | Car | Car+1 Axle | Car+2Axle | Car+3 Axle | 2 Axle Truck | 3 Axle Truck | 4 Axle Truck | 5 Axle Truck | 6 Axle Truck | 7 Axle Truck | 8 Axle Truck | Greater than 8 | Motor Cyle | Total |
|-----------|--------|------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|------------|--------|
| 6/29/2023 | 13,500 | 74 | 60 | 1 | 179 | 63 | 21 | 42 | 14 | 12 | 4 | - | 80 | 14,050 |
| 6/30/2023 | 14,712 | 86 | 44 | - | 196 | 61 | 18 | 29 | 9 | 8 | 5 | - | 70 | 15,238 |
| 7/1/2023 | 13,208 | 56 | 46 | - | 96 | 6 | 4 | 7 | 2 | 2 | 3 | - | 100 | 13,530 |
| 7/2/2023 | 12,738 | 88 | 41 | 2 | 76 | 5 | 7 | 6 | 3 | - | 3 | - | 87 | 13,056 |
| 7/3/2023 | 11,867 | 80 | 56 | 5 | 126 | 19 | 10 | 11 | 4 | - | 3 | - | 66 | 12,247 |
| 7/4/2023 | 9,450 | 42 | 30 | 1 | 57 | 9 | 9 | 12 | 4 | 1 | 6 | - | 44 | 9,665 |
| 7/5/2023 | 12,803 | 70 | 51 | 4 | 160 | 87 | 18 | 33 | 16 | 4 | 6 | - | 49 | 13,301 |
| 7/6/2023 | 13,529 | 75 | 58 | 3 | 192 | 79 | 29 | 40 | 12 | 11 | 8 | - | 57 | 14,093 |
| 7/7/2023 | 14,094 | 88 | 71 | 8 | 179 | 55 | 33 | 38 | 9 | 11 | 4 | 1 | 49 | 14,640 |
| 7/8/2023 | 12,404 | 68 | 60 | 1 | 56 | 8 | 11 | 8 | 5 | 5 | 4 | - | 46 | 12,676 |
| 7/9/2023 | 11,209 | 73 | 54 | 1 | 47 | 9 | 3 | 7 | 5 | - | 1 | - | 65 | 11,474 |

| Date | Car | Car+1 Axle | Car+2Axle | Car+3 Axle | 2 Axle Truck | 3 Axle Truck | 4 Axle Truck | 5 Axle Truck | 6 Axle Truck | 7 Axle Truck | 8 Axle Truck | Greater than 8 | Motor Cyle | Total |
|-----------|--------|------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|------------|--------|
| 6/30/2022 | 13,330 | 70 | 58 | 2 | 168 | 62 | 18 | 25 | 14 | 3 | 3 | - | 73 | 13,826 |
| 7/1/2022 | 14,400 | 109 | 57 | 2 | 153 | 68 | 21 | 27 | 11 | 4 | 3 | - | 80 | 14,935 |
| 7/2/2022 | 12,765 | 72 | 30 | 1 | 68 | 10 | 3 | 4 | 5 | 1 | - | - | 58 | 13,017 |
| 7/3/2022 | 12,034 | 61 | 33 | 1 | 69 | 6 | 3 | 5 | 2 | - | 1 | - | 55 | 12,270 |
| 7/4/2022 | 10,563 | 53 | 25 | 2 | 59 | 13 | 4 | 3 | 1 | - | 1 | - | 93 | 10,817 |
| 7/5/2022 | 12,769 | 78 | 53 | 1 | 178 | 64 | 17 | 35 | 6 | 5 | 1 | - | 54 | 13,261 |
| 7/6/2022 | 12,932 | 74 | 39 | 1 | 153 | 76 | 15 | 33 | 14 | 4 | - | - | 40 | 13,381 |
| 7/7/2022 | 13,509 | 80 | 47 | 5 | 151 | 73 | 18 | 27 | 8 | 4 | 4 | - | 72 | 13,998 |
| 7/8/2022 | 14,027 | 100 | 43 | 1 | 155 | 47 | 27 | 32 | 9 | 3 | 2 | - | 72 | 14,518 |
| 7/9/2022 | 12,693 | 63 | 36 | 3 | 79 | 18 | 3 | 12 | 2 | 1 | - | - | 102 | 13,012 |
| 7/10/2022 | 11,496 | 78 | 49 | - | 79 | 10 | 1 | 4 | - | - | 1 | - | 83 | 11,801 |

EXHIBIT P - REVENUE LOSS PROJECTION

Vehicle Revenue by Day

| Date | Car | Car+1 Axle | Car+2Axle | Car+3 Axle | 2 Axle Truck | 3 Axle Truck | 4 Axle Truck | 5 Axle Truck | 6 Axle Truck | 7 Axle Truck | 8 Axle Truck | Greater | | |
|-----------|--------------|------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------|------------|--------------|
| | | | | | | | | | | | | than 8 | Motor Cyle | Total |
| 6/27/2024 | \$ 8,953.00 | \$ 138.25 | \$ 105.00 | \$ 5.25 | \$ 602.50 | \$ 198.00 | \$ 180.00 | \$ 300.00 | \$ 60.00 | \$ 63.00 | \$ 48.00 | \$ - | \$ 94.50 | \$ 10,747.50 |
| 6/28/2024 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6/29/2024 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6/30/2024 | \$ 8,792.00 | \$ 63.50 | \$ 22.75 | \$ - | \$ 156.00 | \$ 117.00 | \$ 16.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 18.00 | \$ 9,185.25 |
| 7/1/2024 | \$ 24,011.75 | \$ 177.75 | \$ 147.00 | \$ 5.25 | \$ 620.50 | \$ 39.00 | \$ 12.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 75.00 | \$ 25,088.25 |
| 7/2/2024 | \$ 25,866.75 | \$ 239.00 | \$ 250.25 | \$ 5.25 | \$ 689.50 | \$ 48.00 | \$ 16.00 | \$ - | \$ - | \$ 28.00 | \$ 24.00 | \$ - | \$ 120.00 | \$ 27,286.75 |
| 7/3/2024 | \$ 28,904.75 | \$ 241.00 | \$ 154.00 | \$ 12.25 | \$ 872.00 | \$ 21.00 | \$ - | \$ - | \$ - | \$ - | \$ 32.00 | \$ - | \$ 145.50 | \$ 30,382.50 |
| 7/4/2024 | \$ 23,390.50 | \$ 168.50 | \$ 73.50 | \$ - | \$ 314.00 | \$ 24.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 121.50 | \$ 24,092.00 |
| 7/5/2024 | \$ 27,496.00 | \$ 237.25 | \$ 161.00 | \$ 10.50 | \$ 482.00 | \$ 96.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 118.50 | \$ 28,601.25 |
| 7/6/2024 | \$ 26,285.00 | \$ 265.50 | \$ 117.25 | \$ - | \$ 324.00 | \$ 24.00 | \$ 16.00 | \$ - | \$ - | \$ - | \$ 32.00 | \$ - | \$ 157.50 | \$ 27,221.25 |
| 7/7/2024 | \$ 23,569.00 | \$ 230.00 | \$ 159.25 | \$ - | \$ 228.00 | \$ 24.00 | \$ 16.00 | \$ - | \$ - | \$ - | \$ 32.00 | \$ - | \$ 166.50 | \$ 24,424.75 |

| Date | Car | Car+1 Axle | Car+2Axle | Car+3 Axle | 2 Axle Truck | 3 Axle Truck | 4 Axle Truck | 5 Axle Truck | 6 Axle Truck | 7 Axle Truck | 8 Axle Truck | Greater | | |
|-----------|--------------|------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------|------------|--------------|
| | | | | | | | | | | | | than 8 | Motor Cyle | Total |
| 6/29/2023 | \$ 16,323.00 | \$ 135.00 | \$ 171.00 | \$ 3.00 | \$ 832.00 | \$ 390.00 | \$ 176.00 | \$ 510.00 | \$ 180.00 | \$ 182.00 | \$ 88.00 | \$ - | \$ 76.00 | \$ 19,066.00 |
| 6/30/2023 | \$ 18,343.00 | \$ 158.00 | \$ 120.00 | \$ - | \$ 924.00 | \$ 417.00 | \$ 164.00 | \$ 370.00 | \$ 114.00 | \$ 119.00 | \$ 80.00 | \$ - | \$ 65.25 | \$ 20,874.25 |
| 7/1/2023 | \$ 17,778.00 | \$ 112.00 | \$ 132.00 | \$ - | \$ 476.00 | \$ 48.00 | \$ 44.00 | \$ 85.00 | \$ 36.00 | \$ 28.00 | \$ 56.00 | \$ - | \$ 94.75 | \$ 18,889.75 |
| 7/2/2023 | \$ 17,191.00 | \$ 176.00 | \$ 111.00 | \$ 6.00 | \$ 380.00 | \$ 36.00 | \$ 72.00 | \$ 85.00 | \$ 42.00 | \$ - | \$ 64.00 | \$ - | \$ 84.00 | \$ 18,247.00 |
| 7/3/2023 | \$ 14,801.00 | \$ 159.00 | \$ 163.00 | \$ 16.00 | \$ 598.00 | \$ 117.00 | \$ 92.00 | \$ 145.00 | \$ 54.00 | \$ - | \$ 56.00 | \$ - | \$ 63.00 | \$ 16,264.00 |
| 7/4/2023 | \$ 11,937.00 | \$ 88.00 | \$ 85.00 | \$ 3.00 | \$ 266.00 | \$ 69.00 | \$ 88.00 | \$ 180.00 | \$ 72.00 | \$ 21.00 | \$ 112.00 | \$ - | \$ 41.75 | \$ 12,962.75 |
| 7/5/2023 | \$ 15,429.00 | \$ 135.00 | \$ 143.00 | \$ 12.00 | \$ 718.00 | \$ 561.00 | \$ 168.00 | \$ 435.00 | \$ 210.00 | \$ 63.00 | \$ 120.00 | \$ - | \$ 44.75 | \$ 18,038.75 |
| 7/6/2023 | \$ 16,128.00 | \$ 144.50 | \$ 164.00 | \$ 11.00 | \$ 890.00 | \$ 504.00 | \$ 244.00 | \$ 535.00 | \$ 180.00 | \$ 168.00 | \$ 136.00 | \$ - | \$ 53.50 | \$ 19,158.00 |
| 7/7/2023 | \$ 17,396.00 | \$ 168.50 | \$ 195.00 | \$ 27.00 | \$ 858.00 | \$ 363.00 | \$ 292.00 | \$ 500.00 | \$ 114.00 | \$ 161.00 | \$ 80.00 | \$ 18.00 | \$ 44.75 | \$ 20,217.25 |
| 7/8/2023 | \$ 16,355.00 | \$ 137.00 | \$ 173.00 | \$ 3.00 | \$ 274.00 | \$ 63.00 | \$ 96.00 | \$ 100.00 | \$ 78.00 | \$ 77.00 | \$ 88.00 | \$ - | \$ 41.25 | \$ 17,485.25 |
| 7/9/2023 | \$ 14,694.00 | \$ 161.50 | \$ 153.00 | \$ 3.00 | \$ 242.00 | \$ 75.00 | \$ 32.00 | \$ 75.00 | \$ 90.00 | \$ - | \$ 24.00 | \$ - | \$ 62.25 | \$ 15,611.75 |

| Date | Car | Car+1 Axle | Car+2Axle | Car+3 Axle | 2 Axle Truck | 3 Axle Truck | 4 Axle Truck | 5 Axle Truck | 6 Axle Truck | 7 Axle Truck | 8 Axle Truck | Greater | | |
|-----------|--------------|------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------|------------|--------------|
| | | | | | | | | | | | | than 8 | Motor Cyle | Total |
| 6/30/2022 | \$ 16,388.00 | \$ 131.00 | \$ 159.00 | \$ 7.00 | \$ 776.00 | \$ 402.00 | \$ 156.00 | \$ 285.00 | \$ 186.00 | \$ 42.00 | \$ 64.00 | \$ - | \$ 66.00 | \$ 18,662.00 |
| 7/1/2022 | \$ 18,311.00 | \$ 200.50 | \$ 160.00 | \$ 7.00 | \$ 706.00 | \$ 456.00 | \$ 176.00 | \$ 355.00 | \$ 150.00 | \$ 63.00 | \$ 64.00 | \$ - | \$ 72.50 | \$ 20,721.00 |
| 7/2/2022 | \$ 17,615.00 | \$ 133.00 | \$ 80.00 | \$ 4.00 | \$ 310.00 | \$ 72.00 | \$ 28.00 | \$ 50.00 | \$ 60.00 | \$ 14.00 | \$ - | \$ - | \$ 54.75 | \$ 18,420.75 |
| 7/3/2022 | \$ 16,519.00 | \$ 122.50 | \$ 88.00 | \$ 4.00 | \$ 332.00 | \$ 45.00 | \$ 24.00 | \$ 70.00 | \$ 30.00 | \$ - | \$ 16.00 | \$ - | \$ 51.50 | \$ 17,302.00 |
| 7/4/2022 | \$ 14,398.00 | \$ 98.50 | \$ 69.00 | \$ 7.00 | \$ 282.00 | \$ 99.00 | \$ 40.00 | \$ 30.00 | \$ 12.00 | \$ - | \$ 24.00 | \$ - | \$ 87.50 | \$ 15,147.00 |
| 7/5/2022 | \$ 15,811.00 | \$ 143.00 | \$ 138.00 | \$ 4.00 | \$ 818.00 | \$ 432.00 | \$ 136.00 | \$ 450.00 | \$ 84.00 | \$ 77.00 | \$ 24.00 | \$ - | \$ 51.50 | \$ 18,168.50 |
| 7/6/2022 | \$ 15,775.00 | \$ 139.00 | \$ 103.00 | \$ 3.00 | \$ 704.00 | \$ 516.00 | \$ 128.00 | \$ 395.00 | \$ 198.00 | \$ 70.00 | \$ - | \$ - | \$ 36.75 | \$ 18,067.75 |
| 7/7/2022 | \$ 16,642.00 | \$ 149.00 | \$ 122.00 | \$ 15.00 | \$ 704.00 | \$ 492.00 | \$ 148.00 | \$ 325.00 | \$ 114.00 | \$ 63.00 | \$ 72.00 | \$ - | \$ 66.00 | \$ 18,912.00 |
| 7/8/2022 | \$ 17,861.00 | \$ 191.00 | \$ 114.00 | \$ 3.00 | \$ 716.00 | \$ 312.00 | \$ 244.00 | \$ 390.00 | \$ 132.00 | \$ 42.00 | \$ 48.00 | \$ - | \$ 66.50 | \$ 20,119.50 |
| 7/9/2022 | \$ 17,428.00 | \$ 129.50 | \$ 101.00 | \$ 11.00 | \$ 366.00 | \$ 135.00 | \$ 24.00 | \$ 145.00 | \$ 24.00 | \$ 14.00 | \$ - | \$ - | \$ 96.75 | \$ 18,474.25 |
| 7/10/2022 | \$ 15,617.00 | \$ 169.00 | \$ 135.00 | \$ - | \$ 386.00 | \$ 69.00 | \$ 8.00 | \$ 55.00 | \$ - | \$ - | \$ 16.00 | \$ - | \$ 79.25 | \$ 16,534.25 |

2022/23 Average:

| | Car | Car+1 Axle | Car+2Axle | Car+3 Axle | 2 Axle Truck | 3 Axle Truck | 4 Axle Truck | 5 Axle Truck | 6 Axle Truck | 7 Axle Truck | 8 Axle Truck | Greater | | |
|--------------|--------------|------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------|------------|--------------|
| | | | | | | | | | | | | than 8 | Motor Cyle | Total |
| Thursday | \$ 16,355.50 | \$ 133.00 | \$ 165.00 | \$ 5.00 | \$ 804.00 | \$ 396.00 | \$ 166.00 | \$ 397.50 | \$ 183.00 | \$ 112.00 | \$ 76.00 | \$ - | \$ 71.00 | \$ 18,864.00 |
| Friday | \$ 18,327.00 | \$ 179.25 | \$ 140.00 | \$ 3.50 | \$ 815.00 | \$ 436.50 | \$ 170.00 | \$ 362.50 | \$ 132.00 | \$ 91.00 | \$ 72.00 | \$ - | \$ 68.88 | \$ 20,797.63 |
| Saturday | \$ 17,696.50 | \$ 122.50 | \$ 106.00 | \$ 2.00 | \$ 393.00 | \$ 60.00 | \$ 36.00 | \$ 67.50 | \$ 48.00 | \$ 21.00 | \$ 28.00 | \$ - | \$ 74.75 | \$ 18,655.25 |
| Sunday | \$ 16,855.00 | \$ 149.25 | \$ 99.50 | \$ 5.00 | \$ 356.00 | \$ 40.50 | \$ 48.00 | \$ 77.50 | \$ 36.00 | \$ - | \$ 40.00 | \$ - | \$ 67.75 | \$ 17,774.50 |
| Monday | \$ 14,599.50 | \$ 128.75 | \$ 116.00 | \$ 11.50 | \$ 440.00 | \$ 108.00 | \$ 66.00 | \$ 87.50 | \$ 33.00 | \$ - | \$ 40.00 | \$ - | \$ 75.25 | \$ 15,705.50 |
| Tuesday | \$ 13,874.00 | \$ 115.50 | \$ 111.50 | \$ 3.50 | \$ 542.00 | \$ 250.50 | \$ 112.00 | \$ 315.00 | \$ 78.00 | \$ 49.00 | \$ 68.00 | \$ - | \$ 46.63 | \$ 15,565.63 |
| Wednesday | \$ 15,602.00 | \$ 137.00 | \$ 123.00 | \$ 7.50 | \$ 711.00 | \$ 538.50 | \$ 148.00 | \$ 415.00 | \$ 204.00 | \$ 66.50 | \$ 60.00 | \$ - | \$ 40.75 | \$ 18,053.25 |
| Thursday (2) | \$ 16,385.00 | \$ 146.75 | \$ 143.00 | \$ 13.00 | \$ 797.00 | \$ 498.00 | \$ 196.00 | \$ 430.00 | \$ 147.00 | \$ 115.50 | \$ 104.00 | \$ - | \$ 59.75 | \$ 19,035.00 |
| Friday (2) | \$ 17,628.50 | \$ 179.75 | \$ 154.50 | \$ 15.00 | \$ 787.00 | \$ 337.50 | \$ 288.00 | \$ 445.00 | \$ 123.00 | \$ 101.50 | \$ 64.00 | \$ 9.00 | \$ 55.63 | \$ 20,168.38 |
| Saturday (2) | \$ 16,891.50 | \$ 133.25 | \$ 137.00 | \$ 7.00 | \$ 320.00 | \$ 99.00 | \$ 60.00 | \$ 122.50 | \$ 51.00 | \$ 45.50 | \$ 44.00 | \$ - | \$ 69.00 | \$ 17,979.75 |
| Sunday (2) | \$ 15,155.50 | \$ 165.25 | \$ 144.00 | \$ 1.50 | \$ 314.00 | \$ 72.00 | \$ 20.00 | \$ 65.00 | \$ 45.00 | \$ - | \$ 20.00 | \$ - | \$ 70.75 | \$ 16,073.00 |

2024 Expected**:

| | Car | Car+1 Axle | Car+2Axle | Car+3 Axle | 2 Axle Truck | 3 Axle Truck | 4 Axle Truck | 5 Axle Truck | 6 Axle Truck | 7 Axle Truck | 8 Axle Truck | Greater | | Calc'd Loss | |
|--------------|--------------|------------|-----------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------|------------|-----------------|---|
| | | | | | | | | | | | | than 8 | Motor Cyle | | Total |
| Thursday | \$ 26,622.13 | \$ 239.40 | \$ 288.75 | \$ 6.65 | \$ 1,069.32 | \$ 526.68 | \$ 220.78 | \$ 528.68 | \$ 243.39 | \$ 148.96 | \$ 101.08 | \$ - | \$ 177.50 | \$ 32,173.31 | \$ (21,425.81) [1] |
| Friday | \$ 32,072.25 | \$ 322.65 | \$ 245.00 | \$ 4.66 | \$ 1,083.95 | \$ 580.55 | \$ 226.10 | \$ 482.13 | \$ 175.56 | \$ 121.03 | \$ 95.76 | \$ - | \$ 172.19 | \$ 35,581.81 | \$ (35,581.81) [1] |
| Saturday | \$ 30,968.88 | \$ 220.50 | \$ 185.50 | \$ 2.66 | \$ 522.69 | \$ 79.80 | \$ 47.88 | \$ 89.78 | \$ 63.84 | \$ 27.93 | \$ 37.24 | \$ - | \$ 186.88 | \$ 32,433.57 | \$ (32,433.57) [1] |
| Sunday | \$ 29,496.25 | \$ 268.65 | \$ 174.13 | \$ 6.65 | \$ 473.48 | \$ 53.87 | \$ 63.84 | \$ 103.08 | \$ 47.88 | \$ - | \$ 53.20 | \$ - | \$ 169.38 | \$ 30,910.39 | \$ (21,725.14) [1] = \$ (111,166.33) 3-ish days of closure |
| Monday | \$ 25,549.13 | \$ 231.75 | \$ 203.00 | \$ 15.30 | \$ 585.20 | \$ 143.64 | \$ 87.78 | \$ 116.38 | \$ 43.89 | \$ - | \$ 53.20 | \$ - | \$ 188.13 | \$ 27,217.38 | \$ (2,129.13) Loss of truck revenue |
| Tuesday | \$ 24,279.50 | \$ 207.90 | \$ 195.13 | \$ 4.66 | \$ 720.86 | \$ 333.17 | \$ 148.96 | \$ 418.95 | \$ 103.74 | \$ 65.17 | \$ 90.44 | \$ - | \$ 116.56 | \$ 26,685.03 | \$ 601.72 Loss of truck revenue (we actually had a lot of traffic this day) |
| Wednesday | \$ 27,303.50 | \$ 246.60 | \$ 215.25 | \$ 9.98 | \$ 945.63 | \$ 716.21 | \$ 196.84 | \$ 551.99 | \$ 271.32 | \$ 88.45 | \$ 79.80 | \$ - | \$ 101.88 | \$ 30,727.39 | \$ (344.89) Loss of truck revenue |
| Thursday (2) | \$ 28,673.75 | \$ 264.15 | \$ 250.25 | \$ 17.29 | \$ 1,060.01 | \$ 662.34 | \$ 260.68 | \$ 571.90 | \$ 195.51 | \$ 153.62 | \$ 138.32 | \$ - | \$ 149.38 | \$ 32,397.19 | \$ (8,305.19) Loss of truck revenue |
| Friday (2) | \$ 30,849.88 | \$ 323.55 | \$ 270.38 | \$ 19.95 | \$ 1,046.71 | \$ 448.88 | \$ 356.44 | \$ 591.85 | \$ 163.59 | \$ 135.00 | \$ 85.12 | \$ 11.97 | \$ 139.06 | \$ 34,442.36 | \$ (5,841.11) Loss of truck revenue |
| Saturday (2) | \$ 29,560.13 | \$ 239.85 | \$ 239.75 | \$ 9.31 | \$ 425.60 | \$ 131.67 | \$ 79.80 | \$ 162.93 | \$ 67.83 | \$ 60.52 | \$ 58.52 | \$ - | \$ 172.50 | \$ 31,208.40 | \$ (3,987.15) Loss of truck revenue |
| Sunday (2) | \$ 26,522.13 | \$ 297.45 | \$ 252.00 | \$ 2.00 | \$ 417.62 | \$ 95.76 | \$ 26.60 | \$ 86.45 | \$ 59.85 | \$ - | \$ 26.60 | \$ - | \$ 176.88 | \$ 27,963.33 | \$ (3,538.57) Loss of truck revenue |
| | | | | | | | | | | | | | | \$ (134,710.65) | |

BRIDGE TOLLS CLASSIFICATION OF VEHICLES * Calculated percent increase for the most recent toll increase to estimate what expected income would be based on the two-year average

| CLASS | DESCRIPTION OF CLASS | Cash Toll | Breezey | Inc % | |
|----------|---------------------------|-----------|---------|-----------|---------|
| | | | | Cash Toll | Breezey |
| CLASS 1: | | | | | |
| | Passenger Autos & Pickups | 3.50 | 1.75 | 0.75 | 0.75 |
| | | | | | |



**CITY OF HOOD RIVER
POLICE DEPARTMENT**

207 2ND ST
HOOD RIVER, OR 97031
(541) 387-5256

| INCIDENT REPORT | |
|--|---------------------------------------|
| CASE NUMBER P240546 | SUPPLEMENT NUMBER |
| CASE TYPE NON-INJ TRAF CRASH | CAD EVENT NUMBER 2406270014 |
| REPORTING OFFICER 43773 - CHELI, DON | REPORT DATE 06/27/2024 |

INCIDENT

| LOCATION | | OCURRED | DATE | TIME | DAY |
|---|------------------|-------------------|-------------------|--------------|------------|
| 600 E PORT MARINA DR HOOD RIVER, OR 97031 | | ON OR FROM | 06/27/2024 | 11:01 | THU |
| PREMISE NAME DEPARTMENT OF MOTOR VEHICLES | | TO | 06/27/2024 | 11:01 | THU |
| JURISDICTION HRPD | | REPORTED | 06/27/2024 | 11:01 | THU |
| DISTRICT 2 | GRID 2 | | | | |

RELATED CASE NUMBERS

SYNOPSIS

On June 27, 2024 I responded to a motor vehicle crash that occurred on the Hood River bridge.

ADDITIONAL INFORMATION

- USE OF FORCE
- PURSUIT
- TASER

ROUTE TO:

| | | |
|--------------|-----------|----------|
| SPECIAL DUTY | PRIM DRUG | SEC DRUG |
|--------------|-----------|----------|

STATUS

| | | | | | |
|------------------------------|---------------------------------------|---------------------------|---------------------------------------|---|------------------------------------|
| CASE STATUS CLOSED | CASE STATUS DATE 06/27/2024 | DISPOSITION NCL | DISPOSITION DATE 06/27/2024 | APPROVAL 41004 - PULIDO, JUAN | APPROVAL DATE 06/28/2024 |
|------------------------------|---------------------------------------|---------------------------|---------------------------------------|---|------------------------------------|

OTHERS

| | | | | | | | | | | | | | |
|---|---------------------------|---|------------------|--|------------------------|----------------------|----------------------|-------------------|--------------|---|-----------------------|----------------|----------------------------|
| ENTRY NO 1 | INVOLVEMENT MEN | NAME: LAST, FIRST, MIDDLE HYLTON, STANLEY WILLIAM | | | | | | | | | | | |
| HOME ADDRESS 397 JOHNSON RD LYLE WA 98635 | | | | | MAILING ADDRESS | | | | | | | | |
| EMPLOYER | | | | EMPLOYER ADDRESS | | | | OCCUPATION | | | | | |
| HOME PHONE | | | | CELL PHONE (509) 281-1572 | | | OTHER PHONE | | | EMPLOYER PHONE | | | |
| DOB 09/25/2001 | AGE 22 | SEX M | RACE W | JUV N | ETH | HEIGHT 601 | WEIGHT 200 | HAIR | EYES | POB | RESIDENCY R | CITIZEN | GANG IDENTIFICATION |
| DL NUMBER WDL3R481143B | | DL ST | SSN | | FBI ID | | STATE ID | | LOCAL | | ID1 | ID2 | |
| COMMENT | | | | | | | | | | | | | |
| ENTRY NO 2 | INVOLVEMENT MEN | NAME: LAST, FIRST, MIDDLE KIMMEL, ANNA MARIE | | | | | | | | | | | |
| HOME ADDRESS 24619 N 39TH AVE GLENDALE AZ 85310 | | | | | MAILING ADDRESS | | | | | | | | |
| EMPLOYER | | | | EMPLOYER ADDRESS | | | | OCCUPATION | | | | | |
| HOME PHONE | | | | CELL PHONE (480) 622-0196 | | | OTHER PHONE | | | EMPLOYER PHONE | | | |
| DOB 12/30/1984 | AGE 39 | SEX F | RACE N | JUV N | ETH | HEIGHT 503 | WEIGHT 105 | HAIR | EYES | POB | RESIDENCY R | CITIZEN | GANG IDENTIFICATION |
| DL NUMBER D05965226 | | DL ST AZ | SSN | | FBI ID | | STATE ID | | LOCAL | | ID1 | ID2 | |
| COMMENT | | | | | | | | | | | | | |
| ENTRY NO 3 | INVOLVEMENT MEN | NAME: LAST, FIRST, MIDDLE PORT OF HOOD RIVER | | | | | | | | | | | |
| HOME ADDRESS | | | | | MAILING ADDRESS | | | | | | | | |
| EMPLOYER | | | | EMPLOYER ADDRESS | | | | OCCUPATION | | | | | |
| HOME PHONE (541) 386-1645 | | | | CELL PHONE | | | OTHER PHONE | | | EMPLOYER PHONE | | | |
| DOB | AGE | SEX | RACE | JUV N | ETH | HEIGHT | WEIGHT | HAIR | EYES | POB | RESIDENCY U | CITIZEN | GANG IDENTIFICATION |
| DL NUMBER | | DL ST | SSN | | FBI ID | | STATE ID | | LOCAL | | ID1 | ID2 | |
| COMMENT | | | | | | | | | | | | | |
| ENTRY NO 4 | INVOLVEMENT MEN | NAME: LAST, FIRST, MIDDLE KLAPPRICH, RYAN SHANE | | | | | | | | | | | |
| HOME ADDRESS 517 HARVEY RD CASCADE LOCKS OR 97014 | | | | | MAILING ADDRESS | | | | | | | | |
| EMPLOYER PORT OF HOOD RIVER | | | | EMPLOYER ADDRESS 1000 E PORT MARINA DR HOOD RIVER OR 97031 | | | | OCCUPATION | | | | | |
| HOME PHONE (541) 380-1441 | | | | CELL PHONE (541) 380-1441 | | | OTHER PHONE | | | EMPLOYER PHONE (541) 386-5116 | | | |
| DOB 10/28/1981 | AGE 42 | SEX M | RACE W | JUV N | ETH U | HEIGHT | WEIGHT | HAIR | EYES | POB | RESIDENCY R | CITIZEN | GANG IDENTIFICATION |
| DL NUMBER | | DL ST | SSN | | FBI ID | | STATE ID | | LOCAL | | ID1 | ID2 | |
| COMMENT | | | | | | | | | | | | | |

LAND VEHICLES

| | | | | | | | | | | |
|----------------------------------|---------------------------|-----------------------------|---------------------|-------------------------|---------------------------------|--------------|--------------|-----------------------|----------------------|--|
| ENTRY NO 1 | INVOLVEMENT MEN | VEHICLE TYPE AUTO | YEAR 1999 | MAKE KENWORTH | MODEL | STYLE | COLOR | COLOR | EVIDENCE N | |
| LICENSE NUMBER RP17268 | | STATE WA | TYPE | YEAR | VIN 1XKWD69X3XR782578 | | | CUSTODY STATUS | | |
| COMMENT | | | | | | | | | | |



PROPERTY

| | | | | | | | | | | |
|------------------------------|--------------------------------|--------------------|-------------|-----------------|--------------|--------------|--------------|-----------------------|--|----------------------|
| ENTRY NO 1 | INVOLVEMENT EVIDENCE | TYPE 002 | MAKE | | | | MODEL | | | |
| SERIAL NUMBER | | | | QUANTITY | COLOR | COLOR | OAN | REF NO | | EVIDENCE N |
| DESCRIPTION PHOTOS | | | | | | | | CUSTODY STATUS | | |
| COMMENT | | | | | | | | | | |
| ENTRY NO 2 | INVOLVEMENT EVIDENCE | TYPE 750 | MAKE | | | | MODEL | | | |
| SERIAL NUMBER | | | | QUANTITY | COLOR | COLOR | OAN | REF NO DC01 | | EVIDENCE N |

| | | |
|---|---|------------------------------------|
| INCIDENT REPORT | CITY OF HOOD RIVER POLICE DEPARTMENT | CASE NUMBER P240546 |
| DESCRIPTION SURVEILLANCE CAMERA FOOTAGE FROM BRIDGE | | CUSTODY STATUS SUBMITTED |
| COMMENT | | |

MEDIA LIST REPORT

| | | | |
|---|---------------------------------|---------------------------------------|---|
|  | TITLE SUPPORTING DOCS | MEDIA DATE 06/28/2024 01:32 | ENTERED DATE 06/28/2024 01:32 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 |
| | CONTEXT INCIDENT | | |
| | COMMENTS | | |

| | | | | | |
|---|----------------------------|---|---|-------------------------------|--|
| INCIDENT REPORT | | CITY OF HOOD RIVER POLICE DEPARTMENT | | CASE NUMBER P240546 | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 | | |
| | CONTEXT INCIDENT | COMMENTS | | | |
|  | TITLE PICS | MEDIA DATE 06/28/2024 08:06 | ENTERED DATE 06/28/2024 08:06 | | |
| | CONTEXT INCIDENT | COMMENTS | | | |

NARRATIVE

On June 27, 2024, at about 11:01 I responded to the area of the DMV, located at 600 E Marina Dr. to take a report of an accident that occurred on the Hood River bridge. A 1999 Kenworth W900L truck, hauling a 2018 Linkbelt 145x4 excavator on a 2017 Load King 55 LDH lowboy trailer, was parked in the DMV parking lot. I made contact with Port of Hood River facilities maintenance manager, Ryan Klapprich. Klapprich told me the truck had crossed the bridge traveling southbound. A part of the excavator boom struck the bridge and caused extensive damage. Klapprich showed me photos of the damage to the bridge portal braces and gusset plates. There was visible damage to the section of the boom that was at the highest point. The paint was scratched off and there were dents. Photographs of the damage is included with this report.

I spoke with the driver of the truck, Stanley Hylton. The 1999 Kenworth truck was bearing a Washington license plate RP17268, owned by IV Riley Materials. Hylton told me he had checked his load before beginning the transport. He said the height of his load was 13'11" when he checked it in Underwood, WA. The height clearance on the Hood River bridge is 14'7". Hylton believes something changed during transport with his air leveler adjustment. He said something may have fallen on it, bumped it or possibly a bump in the road adjusted it. He said the adjustment pumped his airbags way too high. I asked Hylton if he felt the impact of hitting the bridge. Hylton said it felt like a bump in the road or grate. I asked if he stopped to check if he had hit something. He said he did not feel comfortable stopping in the middle of the bridge to check.

I spoke to Anna Kimmel who was acting as a spotter for Hylton and driving behind the Kenworth. Kimmel told me she was watching side to side as they crossed the bridge. She saw the door of the excavator open and honked to get Hylton's attention because she did not have her cell phone. Kimmel did not mention seeing the impact of the excavator hitting the bridge. I asked why they stopped when they crossed over the bridge. Kimmel said Hylton had hit the BreezeBy sign when he passed by the tollbooth. When they came to a stop at the stoplight, Kimmel ran back to tell the employees in the tollbooth what had happened. They decided to pull down by the DMV to get off the main roadway. They were then contacted by the Port of Hood River maintenance employees.

Kimmel said they loaded the truck in Underwood, WA. She said they had to pull over at the Underwood Fire Dept. because the airbags were inflating and deflating. Kimmel said when the airbags deflated the tires would start smoking because all of the weight was on the back. Kimmel said they were pulled over trying to fix the issue for about 20 minutes before continuing the transport. Kimmel told me she was there when Hylton initially measured the height of the load before beginning the transport. She said she does not know what happened after they began the transport. Hylton and Kimmel provided me with their identification and insurance information for the truck.

I spoke with Ryan Klapprich who told me he drove on the bridge to look at the signs on the bridge to see what had been hit. When he didn't see any damaged signs, he went across the bridge to continue looking. Klapprich said as he was looking at signs, he saw the damage to the portal braces and gusset plates. There were slices and cuts in the bridge where it had been hit. There was also paint transfer where the bridge was impacted, which was consistent with the color on the excavator

| | | |
|-----------------|--------------------------------------|------------------------|
| INCIDENT REPORT | CITY OF HOOD RIVER POLICE DEPARTMENT | CASE NUMBER P240546 |
|-----------------|--------------------------------------|------------------------|

part that hit it. Klapprich called the front office and had them check the cameras for the location he was seeing damage. Klapprich said the employees at the toll house did see the camera shake. He asked the front office to look at the lift span cameras to see if that had the excavator on there as well. The camera footage showed the excavator on the lift span and the point the excavator struck the bridge. Klapprich then went to contact Hylton and Kimmel near the DMV.

Ryan Klapprich emailed me photos of the damage to the bridge. The Port of Hood River had to close the bridge for engineers to assess the damage and determine if it was safe for traffic. The Port of Hood River sent me a link for the camera footage of the Kenworth truck and the excavator when it struck the bridge. In the video, you can see the bridge camera shake very hard as the 1999 Kenworth truck hauling the excavator passed by. You can also see the excavator shaking up and down momentarily, as though it had struck something, after it passed by the camera. The camera footage from the bridge has been entered as evidence.

Hylton was not cited for any violations. Hylton and Kimmel stated the load was in compliance with height restrictions before they began the transport. They believe it was equipment malfunction during transport which caused the airbags to inflate and raise the load above the 14'7" clearance height. I advised Hylton to report the accident to the DMV within 72 business hours. \kerning2

\kerning0

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ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR

ROUNDAABOUT AT LOT 1 / SCOTT KEILLOR, WSP

- *KPFF and WSP continue to coordinate with the ODOT technical review team and is responding to technical comments for design.*
- *Project team meetings held on June 4 and June 21 to discuss ODOT input. WSP and KPFF with DKS are working on draft no-cost contract amendments to produce roundabout design changes and land use scenarios with trip generation as requested by ODOT. Anticipated delivery is end of July.*
- *WSP updated the schedule (see attached July Tracker) to include RAB design completion end of 2025.*
- *WSP is drafting a quarterly grant report for EDA (no funds expended to date); EDA agreement is for construction completion in 2027 (on track).*
- *WSP is working on a subcontract agreement with Sprout to begin developing a first round of factsheet and web content posting planned for fall.*
- *The Port received a request from Senator Bonham’s office, and WSP prepared a presentation for the senator’s site visit/tour of Lot 1 on July 10, 2024.*
- *Grant quarterly reports to EDA and DAS*
- *Amendment to WSP and KPFF contracts*
- *Progress on RAB design and land use scenarios*
- *Ongoing coordination with ODOT; set up a meeting with technical reviewer team*
- *Initiate fact sheet and web update no 1*

PARKING LOT DEVELOPMENT / CARLOS GARRIDO, HRK

- *HRK engineering is awaiting comments from Hood River engineers before applying for the land use application. Requests for date to receive comments has gone unanswered.*
- *HRK has refined the plans (included in packet) to show comments from the land use department in addition to the larger proposed “Maritime” parking lot on Portway.*
- *Portway parking includes 76 spaces suitable for sprinter vans (10’ x 20’ spaces).*
- *Anchor Way parking includes 49 spaces (also to accommodate larger vans).*

PROPERTY LEASING UPDATE / ANNE MEDENBACH

Big 7

- *waiting on the engineering report to ensure that windows can be installed on the 3rd floor. This will improve leasability and saleability of the property and is a requiring of the two tenants who we are currently negotiating with. Once the report is received, then Port staff can finalize costs for installation and a schedule. After that is done, we can move forward with leases for the two parties. Those parties are: Clay Commons who would like to move in this Fall and a local Art collective, who would also like to move in this fall. They*

would take the entire 3rd floor. WE have a draft lease from clay commons and are just waiting for the windows. We have just started negotiations for the art collective.

- No other inquiries for leasing.
- I have received two broker inquiries for the sale of the property and continue to keep these interested parties updated.

205 Wasco

- Crestline Construction lease (FHWA) has been executed. They moved in July 2nd and are vacating the Marina East building June 28th. Port staff completed walk throughs and key distribution.

USCG NOTICE TO MARINERS

- The 120-day minimum response from the Coast Guard regarding the 30-day notice to request a lift started June 27, 2024
- Steps in the process:
 - Dist. 13 Bridge Manager drafted Notice of Proposed Rulemaking (NPRM) - complete
 - Dist. 13 admin and legal reviews – complete
 - USCG HQ admin reviews
 - USCG HQ DC legal review
 - Notice is assigned a federal register docket number
 - Posted to the Federal Register for 45 days comment period.
 - Process repeats for the Final Rule

CENTENNIAL EVENT / GRETCHEN GOSS

- Gretchen Goss, Kristi Chapman and Heather Gehring have formed a Port internal-committee to make sure the event aligns with the Port's desire to keep it free to the public and locally focused.
- Katie from Visit Hood River brought in True West events (which produce Harvest fest, Hops fest etc), to help with the logistics. True West cost is around \$10,000 with an updated budget to be presented at the next meeting on July 18th.
- Regular meetings are being held every 2-3 weeks, and include representatives from True West, Visit Hood River, WAAM, and the History Museum.
- The event will be Oct. 6th, from 9am – 3pm
 - Public will be asked to pre-register: links found on Port, Visit Hood River, History Museum website
 - Stage will be set up on Marina green
 - Local food trucks will be stationed in the DMV gravel parking area
 - Vintage cars (one from each decade) will be provided by WAAM and positioned along the Marina Green as a visual timeline of auto traffic on the bridge.
 - Local musicians will play from 10-12:30; multicultural music to be included
 - Flyover by jets from Portland National Guard, as well as flyover from WAAM with historical aircraft
 - T-shirts, sweatshirts and other memorabilia will be available for prepurchase and onsite purchase
 - Bridge will be open for the public to walk, from 10:30-12:30, with scheduled reopen at 1pm.

OTHER ACTIVITIES

- Jeff Renard's Airport Report is attached.
- Submitted letter of support for ODOT's Active Transportation Infrastructure Investment Program (ATIIP) Grant toward the last connecting piece on the Historic US 30 bike/ped trail. See attached.

- *Verizon is looking at Port buildings for a possible cell tower to increase coverage on the Hood River waterfront.*

ADMINISTRATION – PATTY ROSAS, EXECUTIVE ASSISTANT

- *A Board Training session with George Dunkel will be held in The Dalles on September 18. If you're interested, please reach out to Patty Rosas for more details.*
- *Staff is currently transitioning the Port website from WordPress to Streamline, a specialized host for special districts. This move aims to enhance accessibility and ensure compliance. The new website is scheduled to launch in October.*
- *The Port newsletter is now complete and will be distributed within the next week.*
- *The Port recently obtained a Style Guide (see attachment "Style Guide"). This resource is designed to standardize our communications and ensure consistency across all written materials.*

FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR

- *Software: We are live on the new software! We have been cutting accounts payable checks out of the new system and processed payroll through it last week. The budget is in the system and we will be running budget to actual reports out of it after July is closed in early August. This week staff will be training on the accounts receivable system, and we are looking forward to better reports in that area as well.*
- *Replacement Bridge: We are close to closing out the last remaining funding pieces that were in the Port's name. There was a \$5M appropriation from the State of Washington that will be completely spent in the next month or so, along with the ARPA grant that came through ODOT. It should be closed out in the next three months.*

WATERFRONT/MARINA – DARYL STAFFORD, WATERFRONT MANAGER

- *The KB4C kite competition took place at the Event Site the weekend after the 4th of July. They added swimming races to the mix for a no-wind activity. Attendance was low this year. The record-breaking heat made it tough for spectators. They did get enough wind on Saturday to run the races so that was a big relief.*
- *The 4th of July Fireworks went off without a hitch. The show was shorter than usual and that was due to funding. The Port waterfront had the least amount of damage in years. Our facility crew appreciate that.*
- *Mikes Ice Cream has offered to install a Poop Dispenser at the Spit. They will purchase, stock, and maintain the station. The Port will provide trash cans and garbage removal.*
- *Parking numbers are way up, so are complaints about having to pay to park. The Event Site has been parked out almost every windy day since the beginning of the month. Same for the Hook and West Jensen. We will provide the financials for our August meeting.*
- *Port night security has been doing a GREAT job patrolling the waterfront. We also appreciate their help with monitoring the bridge for trucks during the late-night shift.*
- *The Event Site grass has taken a beatdown. Someone has been messing with the sprinkler heads along with water pumps malfunctioning. Lock boxes are on order. To make things worse, holding an event like KB4C requires turning off the water for the duration of the event and unfortunately this year combined with 100+* weather the grass took a turn for the worse. The facility crew will do their best to bring it back to life, but with the high*

recreation foot traffic it will be a challenge. In the future the Port may want to consider no longer allowing events on the grass June – August.

GROUNDS AND FACILITIES – RYAN KLAPPRICH, FACILITIES MANAGER

- *Bridge repair monitoring*
- *Irrigation trouble shooting and repairs.*
- *New pretty trash can installation at event site and Nichols (Hilti installation).*
- *Bike rack installation at event site.*
- *Poured concrete slabs for memorial benches, installed benches.*
- *Requesting more quotes for windows and concrete cutting at Big 7.*
- *Removing dead grass in rock beds to make them look like new.*
- *Repair of riverbank behind maritime building.*
- *Wasco walk through for end of lease.*
- *Marina east walk through for end of lease.*
- *Dock repairs in marina.*

-###-

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CLIENT



1000 E PORT MARINA DRIVE
HOOD RIVER, OR 97031

PROJECT NAME

PORTWAY PARKING LOT

DATE

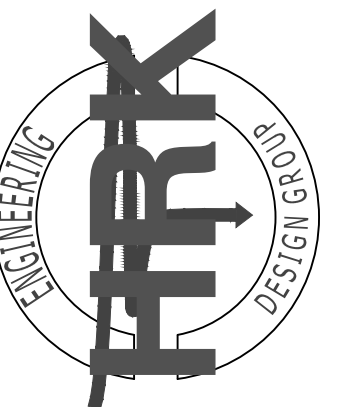
APRIL 2024

PROJECT NO.

24-016

PHASE

PRE-APPLICATION v2



REVISION

| NO | DATE | DRWN | CHKD | DESCRIPTION |
|----|----------|------|------|------------------------|
| 1 | 04/29/24 | AP | CG | PRE-APPLICATION REVIEW |
| 2 | 06/27/24 | AP | CG | PRE-APPLICATION REVIEW |
| | | | | |
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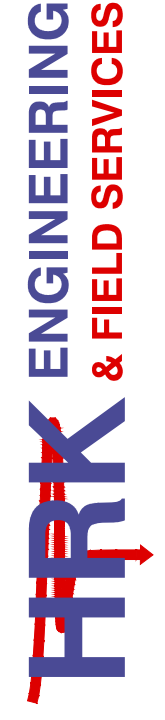
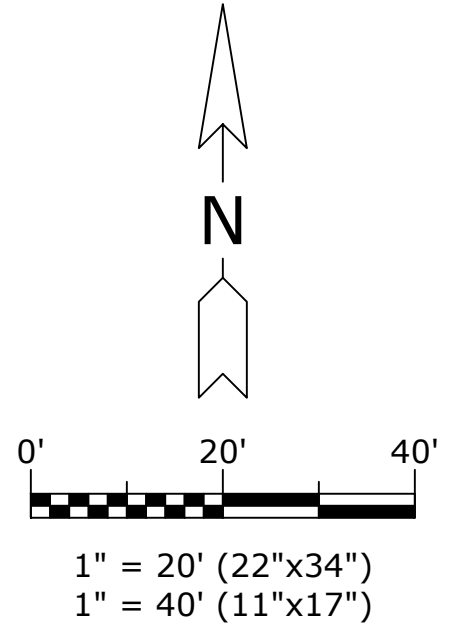
SITE PLAN

SHEET NO.

OF 5



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489 N 8TH STREET - SUITE 201
HOOD RIVER, OREGON 97031
541-386-6480 - WWW.HRKUS.COM

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CLIENT



1000 E PORT MARINA DRIVE
HOOD RIVER, OR 97031

PROJECT NAME

ANCHOR WAY PARKING LOT

DATE

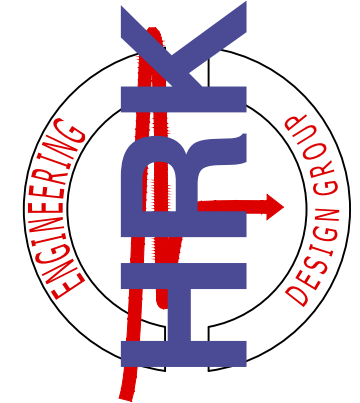
APRIL 2024

PROJECT NO.

24-018

PHASE

SITE PLAN REVIEW



REVISION

| NO | DATE | DRWN | CHKD | DESCRIPTION |
|----|----------|------|------|------------------------|
| 1 | 04/29/24 | AP | CG | PRE-APPLICATION REVIEW |
| | | | | |
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SHEET NAME

SITE PLAN

SHEET NO.

6

OF 8

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Monthly Report

June 2024

May Flight Numbers closed out with TBD operations, up from last month. I just received the equipment to install to start monitoring and counting the traffic.

The South Apron Turf Taxiway and T Hangar SOW and Fee review submitted with the FAA.

Working with groundskeeping companies to evaluate the cost benefit of using contract labor.

Working with Tracy May and Precision Approach Engineering to evaluate and ensure projects continue forward as planned.

Working with ODAV creating a letter of commitment for a regional grant opportunity. (OPAL) smart grant.

Building maintenance checklist and templates for daily operations.

Met with a developer wanting to build hangars. Details to soon follow

Evaluating options on Collins building.



jrenard_aviationmanagementservice.com

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INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA

1000 E. Port Marina Drive Hood River, OR 97031 (541) 386-1645 Fax: (541) 386-1395 portofhoodriver.com Email: info@portofhoodriver.com

July 16, 2024

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Buttigieg,

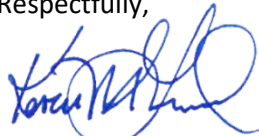
The Federal Highway Administration has an unprecedented opportunity with the Active Transportation Infrastructure Improvement Program funding for the Historic Columbia River Highway: Mitchell Point to Ruthton Trailhead design project. This is the opportunity to provide the “last money in” to design and create a shovel ready project to complete a 1.7-mile segment of a decades-long effort to reconnect the Historic Columbia River Highway, as mandated by the Columbia River Gorge Scenic Area Act of 1986.

The Historic Columbia River Highway has always been a collaborative effort; a century ago, Multnomah, Hood River, and Wasco Counties constructed the Highway through the Columbia River Gorge, one of America's great wonders. As America's first scenic highway, it served thousands of travelers and took full advantage of the Columbia River Gorge's natural beauty, bringing visitors to enjoy the scenic vistas by “laying lightly on the land.” Much of this original highway has been lost to faster, more direct routes, and the remaining sections have been in disrepair for decades. ODOT, the Oregon Parks and Recreation Department, the U.S. Forest Service, and other project partners have been working for the last three decades to reconnect the Historic Columbia River Highway, investing tens of millions of state and local dollars.

ODOT and project partners have been wildly successful in identifying state and federal funding opportunities, completing the technically uncomplicated and “easy” segments of the State Trail, and the hardest, most technically challenging elements remain. Combined with existing trail segments and those under construction, this project will be the final segment to complete the trail. When finished, the Historic Columbia River Highway State Trail will be a world-class cycling and safe active transportation spine that will enhance the livability and the economy of the communities in the Columbia River Gorge. It will allow visitors from all over the world to leave their cars behind and experience the Historic Columbia River Highway at a more leisurely pace originally envisioned when the road was built one hundred years ago. These users will stop at communities along the trail, adding to the already significant economic impact generated by bicycle tourism every year. This investment will continue to support those communities without generating additional greenhouse gas emissions; helping the state and federal government meet our Climate Change goals.

We ask that you give this application your full and fair consideration.

Respectfully,



Kevin M. Greenwood
Executive Director

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Airport Activity:

May was a solid month for flight operations at 4S2. Anticipate an increase in overall flight operations throughout the Summer months.



Night Flights:

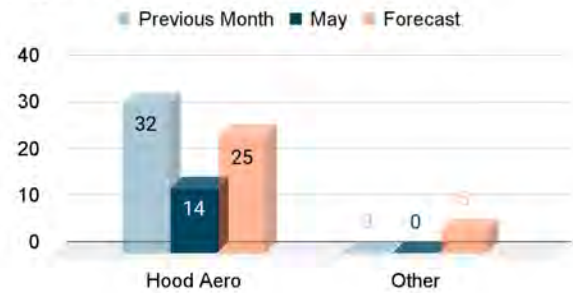
No internal night flights were flown in May. No large events scheduled for June.



Flight Training: 14 training events took place by Hood Aero in May. Flights consisted mostly of primary instruction. Hood Aero has leased a seaplane and is now offering seaplane training. Expect an increase in training operations throughout

the Summer.

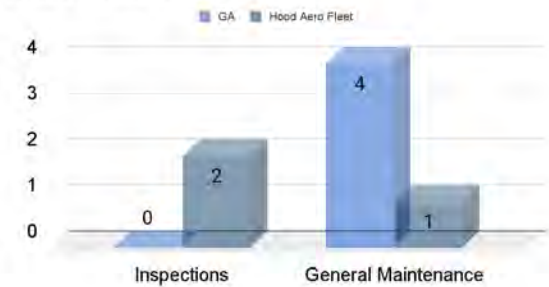
Flight Training Events



Maintenance Activity:

7 maintenance events took place in Hood River throughout May. Both of the mechanics have been assigned to a large maintenance project in KDLS but have been able to split time accordingly. This project will be wrapped up early June and our mechanics will be full time on station in Hood River.

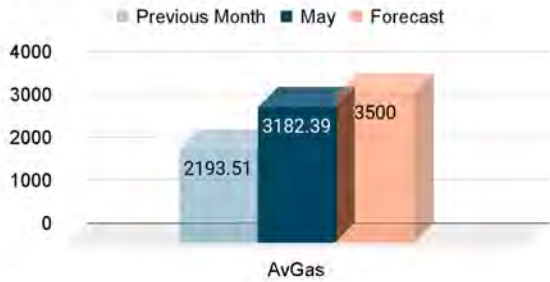
Maintenance Events



Fuel Sales: May showed a large jump in fuel sales over what was forecasted. Self serve tank status towards the end of the month did not seem to impact sales. Anticipate steady increases in fuel sales as

Summer progresses.

Fuel Sales (Gallons)



Fuel Flowage Fees:

\$318.24 paid in flowage fees to the Port of Hood River in May. Based on .10 per gallon and a rounded sale of 3182.39 gallons.

Tie Down Activity:

23 total spots.
70% utilization for May averaged.
\$1085 collected for tie down fees in May.

Noise Feedback:

No noise complaints received by the FBO in May.

Pilot Feedback:

No specific pilot feedback was received by the FBO in May.

Airport Surfaces:

| | Condition | Notes. |
|-------------|-----------|--------------------------------|
| Rwy 7/25 | | |
| Grass Strip | | Grass was getting long in May. |
| N. Ramp | | |

| | | |
|-----------|--|--|
| S. Ramp | | |
| S. Gravel | | |
| Taxiways | | |

Facilities:

| | Condition | Notes. |
|----------------|-----------|--------|
| N. Hangars | | |
| S. Hangars | | |
| FBO | | |
| MX Hangar | | |
| Ops Hangar | | |
| Collins Hangar | | |
| Blue Hangar | | |

Lighting:

No issues noted with airport

Other:

Hose reel on the self serve tank is not spinning freely which has caused undue stress on the flex hose. The connection at the flex hose is leaking. Mascot is on call to fix. Truck is able to be filled and can service aircraft.

Airport Activity:

Warm and dry weather made June an exceptional month for flight operations. 879 events were flown at 4S2 with an anticipated increase to near 1000 in July.



Night Flights:

2 Hood Aero associated night flights were flown in June. No large events scheduled for July.



Flight Training: 24 training events took place by Hood Aero in June. Of these flights, 18 were dual instruction and 6 were student solo flights. Expect a steady increase in training operations throughout

the Summer.

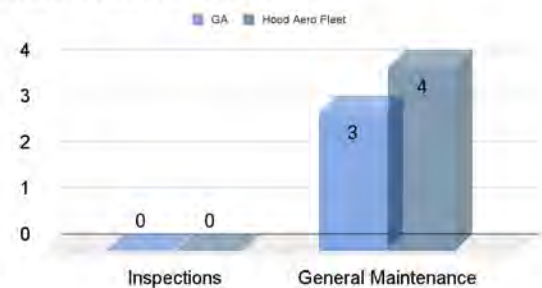
Flight Training Events



Maintenance Activity:

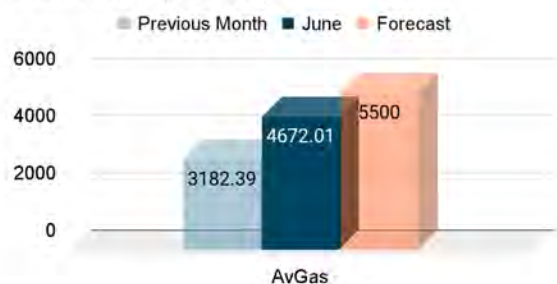
7 maintenance events took place in Hood River throughout June. Off site maintenance projects have been completed and the local shop is staffed.

Maintenance Events



Fuel Sales: There was a steady increase in fuel sales at 4S2 for the month of June. Sales exceeded the forecast. Anticipate continued increases in fuel sales as Summer progresses.

Fuel Sales (Gallons)



Fuel Flowage Fees:

\$467.20 paid in flowage fees to the Port of Hood River in June. Based on .10 per gallon and a rounded sale of 4672.01 gallons.

Tie Down Activity:

23 total spots.
70% utilization for June averaged.
\$585 collected for tie down fees in June.

Noise Feedback:

No noise complaints received by the FBO in June.

Pilot Feedback:

No specific pilot feedback was received by the FBO in June.

Airport Surfaces:

| | Condition | Notes. |
|-------------|-----------|--------|
| Rwy 7/25 | | |
| Grass Strip | | |
| N. Ramp | | |
| S. Ramp | | |
| S. Gravel | | |
| Taxiways | | |

Facilities:

| | Condition | Notes. |
|------------|-----------|--------|
| N. Hangars | | |

| | | |
|----------------|--|--|
| S. Hangars | | |
| FBO | | |
| MX Hangar | | |
| Ops Hangar | | |
| Collins Hangar | | |
| Blue Hangar | | |

Lighting:

No issues noted with airport lighting.

Other:

No other issues noted.



Port of
HOOD RIVER

Online
info@portofhoodriver.com
portofhoodriver.com

Phone & Fax
541-386-1645

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

LOGO USAGE & STYLE GUIDELINES

Version 01 | MAY 2024

GRAPHIC STANDARDS

These guidelines describe the visual and typographical elements that present a consistent and unified image of The Port of Hood River. This includes name, logo and other elements such as color and type.

These guidelines apply to the logo, typeface, graphics, and color usage associated with the Port of Hood River. The guidelines are just that - a guide. Strict adherence in all cases is unrealistic. The standards do provide general guidance to producing materials that are recognizable as being from, and representative of, the Port of Hood River.

It is reasonable to expect that these guidelines be reviewed and revised as necessary over time.

PORT OF HOOD RIVER LOGO

The Port of Hood River Logo is the key building block of our identity, the primary visual element that identifies us. The official logo is a combination of the anchor symbol and the Port name – they have a fixed relationship that should be adhered to as described in this section.



LOGO COLOR

Pantone 293 Blue is the Port of Hood River logo color. Color matching values for various mediums are listed

Pantone 293

C 79 / M 32 / Y 0 / K 0

R 0 / G 144 / B 216

Hex Value (**web**): #008fd7



LOGO COMPONENTS

The Port of Hood River Logo is comprised of two elements, the Anchor Symbol and Logo Type.



The Anchor Symbol

The Anchor symbol is a decades old original logo for the Port with symbols representing the twin pillars of the original economic engines of Hood River; manufacturing and agriculture.

Port of
HOOD RIVER

The Logo Type

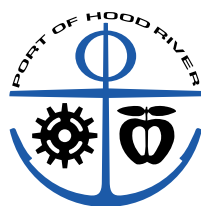
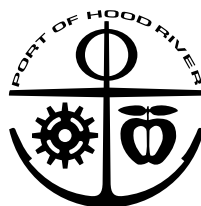
The Logo Type is Montserrat Bold and was chosen to be a stronger and more legible title for the Port relative to the small curved logo type in the original logo. Though there is redundancy in repeating the name, the old logo type blends into the anchor symbol as an image especially at smaller sizes.

LOGO VARIANTS

Pantone 293 Blue is the Port of Hood River logo color. When color is specified, Pantone 293 should appear on all materials **(1)**. It is acceptable to present the logo in black and white and when necessary as white on a darker field **(2)**. It is also permissible to present the Anchor Symbol portion of the logo in blue and black as in third image below **(3)**.






At the discretion of Port Commissioners or staff the original Anchor Symbol portion of the logo may be used (signage for example) in either black and white or Pantone 293 blue or a combination of black and blue as shown. In general, the Logo Type portion of the logo should not be used without the Anchor Symbol.



LOGO USAGE

For official Port uses, The Port logo should only be displayed as Pantone 293 Blue or black on light colored backgrounds or reversed out of solid or a tint of Pantone 293 Blue or black.

The logo should always appear with clear space around it—and the diagram shows a minimum encroachment zone . Please try to follow this when placing the logo amongst other graphics or partner logos.

Minimum encroachment zone. The  is equal to the height of the letter “H” in HOOD. The  will change proportionally as the logo increases and decreases in size.



INCORRECT LOGO USAGE

DO NOT change the logo color



DO NOT mix logo colors



DO NOT stretch logo



DO NOT compress logo



DO NOT delete parts of logo



DO NOT scale below 1/2" height



PRIMARY FONT

Open Sans is an open source humanist sans-serif typeface that was designed by Steve Matteson under commission from Google. It was released in 2011 and is based on his earlier design called Droid Sans.

PRIMARY FONT OPEN SANS

Open Sans Regular and Italic should be used for the body copy of Port of Hood River communications including the website. Open Sans Bold/ Bold Italic should be used for headlines, sub-heads and for emphasis in body copy.

OPEN SANS

Bold

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z

Regular

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z

Numbers

0 1 2 3 4 5 6 7 8 9 0

Special Characters

! " § \$ % & / () = ? ` ; :
i " ¶ ç [] | { } ≠ ¿ '
« ∑ € ® † Ω " / ø π • ± '
æ œ @ Δ ° ª © f ð , å ¥ ≈ ç
√ ~ μ ∞ ... - ≤ < > ≥ ~ > < ◇

TYPE EXAMPLES OPEN SANS

SECONDARY FONTS

Montserrat is a geometric sans-serif typeface designed by Argentine graphic designer Julieta Ulanovsky and released in 2011.

Roboto is meant to have an excellent appearance on different screens. It was designed by Christian Robertson at Google in 2011

Impact is a sans-serif typeface in the industrial or grotesk style designed by Geoffrey Lee in 1965.

SECONDARY FONT MONTSERRAT

Montserrat can also be used for headlines in Port of Hood River print communications and should be used on Port property signage.

MONTSERRAT

Bold

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z

Regular

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z

SECONDARY FONT ROBOTO CONDENSED

Roboto Condensed can be used on Port website when space constraints call for a narrow font such as navigation menu and sidebars.

ROBOTO CONDENSED

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z

SECONDARY FONT IMPACT

Impact can be used in place of Montserrat on Port signage when space constraints call for a narrow font.

IMPACT

A B C D E F G H I J K L M
N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m
n o p q r s t u v w x y z

PORT OF HOOD RIVER COLORS

Color plays an important role in the Port of Hood River identity. The colors below are recommendations for various media. Consistent use of these colors will contribute to the cohesive and harmonious look for the Port's identity across all relevant media. Check with your designer or printer when using these colors so that they will be always be consistent.

PRIMARY COLORS

The Port of Hood River's two official colors are these 2 shades of blue. These colors have become a recognizable identifier for the Port.

COLOR SYSTEMS DEFINED

PANTONE (PMS)

Color system used for print reproduction

CMYK, 4COLOR

Four colors combined to create full-color print reproduction

C=**CYAN** M=**Magenta**
Y=**Yellow** K=**Black**








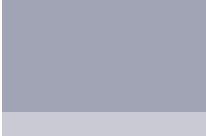
RGB

Three colors combined for computer monitor full-color viewing

R=**Red** G=**Green** B=**Blue**

HEX/WEB

A six-digit alpha numeric (HEX) representation of color for use on the web, derived from RGB color values

| | | | |
|-----------------------|---|-----------------------|---|
| PANTONE 293 |  | PANTONE 540 |  |
| |  | |  |
| |  | |  |
| |  | |  |
| | HEX #f3bd1e | | HEX #1c201f |
| | RGB 25 74 159 | | RGB 47 65 94 |
| | CMYK 91 68 0 0 | | CMYK 83 66 36 18 |

PORT OF HOOD RIVER COLORS

SECONDARY COLORS

These secondary colors are primarily used for signage on Port Property. They may also be used in Port materials in print and online in certain circumstances. See samples on following pages.

PANTONE 633


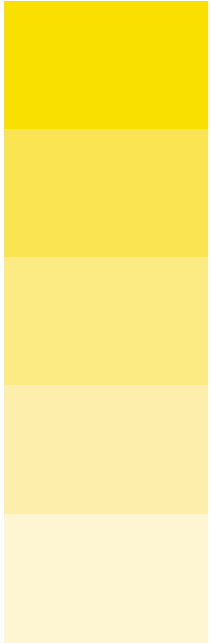
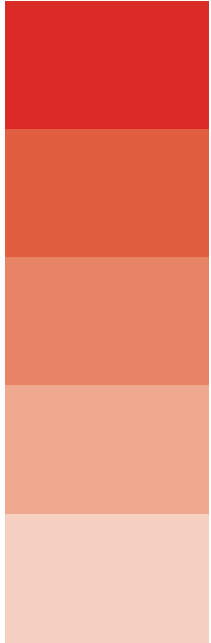
This color is used primarily on Port property signs as the background color for directional signage. Can additionally be use as a highlight color background or headline for website/social media and print call out items.

PANTONE YELLOW

This color is used primarily on Port property signs as call out headlines/background on informational signs.

PANTONE 485

This color is used primarily on Port property signs as call out headlines and background color for parking instructions and hazard information signs. Color can also be used to highlight for important information on website/social media and printed materials.

| | | | | | |
|--------------------|---|-----------------------|--|--------------------|---|
| PANTONE 633 |  | PANTONE YELLOW |  | PANTONE 485 |  |
| HEX | #006b94 | HEX | #fdda00 | HEX | #cc0f16 |
| RGB | 0/147/148 | RGB | 253/218/0 | RGB | 204/15/22 |
| CMYK | 100/36/25/2 | CMYK | 4/6/100/0 | CMYK | 8/97/100/1 |

PORT OF HOOD RIVER SECONDARY COLORS WEB

The screenshot shows the website's layout with color-coded elements. A dark blue header bar contains navigation links and weather information. Below it, a lighter blue bar features the Port of Hood River logo and a menu. The main content area includes a sidebar with links and contact information, and a central article about the bridge replacement project. A teal callout box highlights regional highway information.

| | |
|-------------------------|------------------------|
| Header bar | ##1c201f DARK BLUE |
| Logo and navigation bar | #f3bd1e MEDIUM BLUE |
| Text and callout boxes | #cc0f16 RED |
| Teal callout box | #006b94 TEAL |

PORT OF HOOD RIVER SECONDARY COLORS SIGNAGE

Port of
HOOD RIVER **MARINA COMPLEX**

- ◀ CRUISE SHIP DOCK
- ▶ PORT OFFICES
- ◀ MUSEUM/VISITOR INFO
- ▶ BOAT LAUNCH
- ◀ COLUMBIA GORGE NEWS
- ▶ GUEST DOCK
- ◀ DMV
- ▶ PUBLIC RESTROOMS
- ◀ MOORAGE PARKING
- ▶ WATERFRONT TRAIL
- ◀ MARINA BEACH

#f3bd1e
MEDIUM BLUE

PANTONE 633
TEAL

**KITERS INCOMING
THIS WAY PLEASE**

STAY EAST OF BUSHES

PANTONE YELLOW

PANTONE 293
MEDIUM BLUE

NO VEHICLES OVER 22 FEET

STOP DO NOT ENTER **STOP**

NO TURNAROUND
NO RVs or TRAILERS

PANTONE 485
RED