



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, August 24, 2021
Via Remote Videoconference (Zoom)

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes from the August 10 Regular Session (*Patty Rosas, Page 3*)
 - b. Approve Enterprise Zone Concurrence for Extension of Tax Abatement for Cardinal Glass Expansion Project (*Michael McElwee, Page 7*)
 - c. Approve FY 2021-22 Executive Director Work Plan (*Michael McElwee, Page 17*)
 - d. Approve Addendum No. 2 to Lease with GorgeNet in the Big 7 Building (*Greg Hagbery, Page 27*)
 4. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 31*)
 5. Presentations & Discussion Items – None.
 6. Executive Director Report (*Michael McElwee, Page 43*)
 7. Commissioner, Committee Reports
 - a. Airport Advisory Committee, August 19 (Streich, Gehring)
 8. Action Items
 - a. Approve Amendment No. 2 to Task Order 11 with HDR Engineering for Bridge Weight Limit Live Load Testing (*Michael McElwee, Page 51*)
 - b. Approve Amendment No. 2 to Contract with Wiss Janey Engineering for Bridge Wire Ropes Replacement (*Michael McElwee, Page 79*)
 - c. Approve Master Contract and Task Order 1 with Precision Approach Engineering for Engineering Services at the Ken Jernstedt Airfield (*Michael McElwee, Page 87*)
 9. Commission Call
-
10. Executive Session under ORS 192.660(2)(e) real estate negotiations.
 11. Possible Action
 12. 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.*

Port of Hood River Commission
Meeting Minutes of August 10, 2021 Regular Session
Marina Center Boardroom
5:00 p.m.

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

5:00 p.m.
Regular Session

Present: Commissioners Ben Sheppard, Kristi Chapman, Mike Fox, and Heather Gehring. Legal Counsel Jerry Jaques, Anna Cavaleri. From staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Fred Kowell, Greg Hagbery, Genevieve Scholl, Patty Rosas. Guests: Paul Bandlow, Brian Santosuosso, and Mark Libby.

Absent: Hoby Streich

Media: None

1. Call to Order: Commissioner Ben Sheppard called the meeting to order at 4:52 p.m.

a. Modifications or additions to the agenda: None

2. Public Comment: None

3. Consent Agenda:

a. Approve Minutes from July 13 Regular Session

b. Approve Amendment No. 2 to Contract with Steven Siegel for Consulting Services Related to Bridge Replacement

c. Approve Lease with Northwave in the Jensen Building

d. Authorize Hardware and Software Subscription with Open Media Foundation for Public Meeting

Live Streaming

e. Approve Accounts Payable with Jaques Sharp in the Amount of \$24,275

Motion: Approve Consent Agenda

Move: Kristi Chapman

Second: Mike Fox

Discussion: None

Vote: Unanimous

4. Presentations & Discussion Items:

a. Bridge Wire Ropes Replacement – Michael McElwee reported that the final inspection report has been submitted and recommends that the ropes be replaced within the next two years. Wiss Janey Elsner (WJE) was asked to prepare a scope of services to carry out the engineering and project planning tasks necessary to complete the work. Paul Bandlow provided a brief review of the scope of work. Sheppard requested a cost estimate of the ropes. Bandlow replied that they should have a cost estimate in less than two weeks that will include terms and conditions. Staff expects to present an amendment to the existing contract with WJE for Commission consideration at the August 24 regular meeting.

b. Heavy Truck Speeding Mitigation on Bridge – Commissioner Mike Fox’s presentation discussed the damage caused by trucks exceeding the speed limit on the bridge, and potential mitigation steps such as installation of speed cameras. Fox requested that the development and implementation of the program be in place and functional within 90 days of Port Commission approval. He recommends that staff research and provide cost estimate for

equipment and software needed. Sheppard recommended reaching out to companies in the region first, to seek their support in informing their drivers of the importance of speed compliance. Commission consensus for staff to develop a cost estimate for equipment and software.

- c. **2021-22 Executive Director Work Plan Review** – McElwee reviewed the FY 21/22 Work Plan draft that has been modified to incorporate elements of the 2021-216 Strategic Business Plan. New elements have been incorporated in response to input received during his FY 20/21 annual performance evaluation. Final version will be presented to Commission for approval at the August 24 regular meeting.

5. Executive Director Report:

- a. **Administration** – Michael McElwee noted that Commissioner Sheppard has confirmed final Commissioner committee assignments for FY 2021-22. Due to recent spike in COVID-19 cases regionally, public meetings will not be hosted at Port offices, but will return to remote-only format. Staff will be wearing masks indoors unless seated at their workstation. One staff member in the Facilities Dept. tested positive for the Delta variant, prompting testing for each department member and any other staff member that may have had contact. Restrooms have been closed due to staff shortage. The Port’s Strategic Business Plan (SBP) has been approved by the State of Oregon. The SBP should be published and available for the Commission by the August 24 meeting.
- b. **Recreation/Marina** – Daryl Stafford provided a spreadsheet for Event Site Parking YTD Revenue. As of August 1st, 2021 YTD revenue is up 19% from total 2020 revenue.
- c. **Development/Property** – McElwee reported that the City is planning Phase IV of the Waterfront Storm Line Replacement Project. This phase will run from the Treatment Plant across Portway Ave and the east end of the Maritime Building property and outfall to the river. This project is planned for summer/fall of 2022. The Port will likely be required to pay for a new connection to the Maritime Building.
- d. **Airport** – The next Airport Advisory Committee meeting is scheduled for August 19. In addition to the regular agenda, there will be two policy matters to discuss: Aviation Tracking Technology and Ground Leasing. Committee recommendations on these matters are expected to be brought to the Commission for consideration in the fall. McElwee noted that he has asked FBO representatives to come to a future Port meeting for introductions and so there is a better understanding of the services that the FBO provides at the Airfield.

6. Commissioner, Committee Reports:

- a. **Bi-State Working Group (BSWG)** – Commissioner Fox presented his proposal and recommendation for a Replacement Bridge Management Contract (RBMC). The RBMC Team would be responsible for managing the project in its entirety, utilizing a team with technical expertise in project management, engineering, contracting, scheduling, cost estimating, public information, and construction. This team would represent the owner’s interests in negotiations and reviews of the engineering and/or construction work.
- b. **Airport Advisory Committee** – Heather Gehring reported that they discussed the Commissioner work session with the AAC. Gehring noted that there was a lot of discussion about possible ground leases for development of the airport. Recommendations will be brought up in the upcoming August meeting.

7. Action Items:

- a. Approve Amendment No 2 to Task Order 11 with HDR Engineering for Bridge Weight Limit Live Load Testing (LLT):** Mark Libby summarized the scope of work and Live Load Testing.

Motion: Approve amendment No 2 to task order 11 with HDR Engineering for LLT.

Move: None

Second: None

Discussion: Commission has deferred this item until the next meeting to confirm that they are in conformance with state contracting law as it relates to subcontractors.

Vote: None

- b. Authorize Development of Procurement Process for Replacement Bridge Management Contract (RBMC) and Direct Staff to Draft an Update to Bridge Replacement Strategic Principles Document:** Kevin Greenwood noted that the contract templates will likely not be distributed to the hundreds of federal grant recipients until mid-October. The draft RFP will be developed in the upcoming weeks and would need to be reviewed by ODOT and Federal Highways.

Motion: Authorize Development of Procurement Process for RBMC and Direct Staff to Draft an Update to Bridge Replacement Strategic Principles Document.

Move: Fox

Second: Chapman

Discussion: None

Vote: Unanimous

8. Commission Call: None

- 9. Executive Session:** President Sheppard recessed Regular Session at 6:22 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations.

10. Possible Action: None

11. Adjourn:

Motion: Adjourn the meeting

Vote: Unanimous

MOTION CARRIED

The meeting adjourned at 8:00 p.m.

Respectfully submitted,

Patty Rosas

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Commission Memo



Prepared by: Michael McElwee
Date: August 24, 2021
Re: Enterprise Zone Tax Abatement

The attached memorandum from Jessica Metta, Executive Director at Mid-Columbia Economic Development District (MCEDD), describes an application from Cardinal IG Company (Cardinal) for an extension to the time period for an abatement of property taxes under the Cascade Locks – Hood River Enterprise Zone. The extension is being requested because of the significant investment Cardinal is making in plant expansion and new equipment.

Cardinal's application (attached) was considered by the Hood River County Board of Commissioners at their meeting on August 16, 2021. No action was taken pending clarification of the use or distribution of the limited tax proceeds in the extension years. The County is likely to approve the extended abatement at their September meeting.

The Port will not be a signatory to the extended abatement agreement. However, as an Enterprise Zone sponsor, the Port is asked to indicate approval or disapproval.

RECOMMENDATION: Approve Enterprise Zone Concurrence for Extension of Tax Abatement for Cardinal Glass Expansion Project.

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MEMORANDUM

Date: August 17, 2021
To: Port of Hood River Commissioners
From: Jessica Metta, MCEDD Executive Director
Re: Cascade Locks-Hood River Enterprise Zone Extended Abatement Application for Cardinal IG Company

Overview

The Cascade Locks / Hood River Enterprise Zone was originally designated on December 15, 1999 and is co-sponsored by the Cities of Cascade Locks and Hood River, the Port of Hood River, and Hood River County. The zone is currently in process of being redesignated. MCEDD serves as the local enterprise zone manager, under contract with Hood River County.

The Hood River County Board of Commissioners has a responsibility for reviewing and approving any agreements for the program which are seeking extended abatement. In addition, applications in the Port of Hood River District must also be approved by the Port Commission. The County Commission reviewed a draft agreement on August 16, 2021. While they supported the concept, they asked for more information to help decide who would receive contributions in years four and five (page 2 of the agreement).

Extended Abatement Application

Applicant: Cardinal IG Company

Contact Person: David Windsor

Property Location: 3125 Neal Creek Mill Road, Hood River, OR 97031

Cardinal IG Company is expanding the space at this property location and has applied for extended abatement of property taxes for two additional years beyond the standard three years through the Cascade Locks – Hood River Enterprise Zone.

The location is within the boundaries of the Cascade Locks – Hood River Enterprise Zone and the business is a qualifying and eligible business as indicated on the application. A pre-authorization conference was held on March 1, 2021, and the applicant has since provided the necessary information to process their request. They have made commitments to meet the statutory requirements of the extended abatement. They anticipate hiring forty new employees and commit to paying average wages of at least 130% of the Hood River County Annual Average Wage to new employees.

Once an authorized business firm has placed its new, qualified plant and equipment in service, it then files with the assessor to claim the exemption in each of the three to five years allowed, subject to employment and other requirements. After that time, taxes are fully imposed on the property at this assessed value. The existing tax base on land, existing building and any existing equipment will stay on the tax roll. Only taxes on new investment will be abated as a result of this authorization.

Request

The Port of Hood River is asked to approve an agreement for Cardinal IG Company's extended abatement request through the Cascade Locks-Hood River Enterprise Zone. This same request was presented to the Hood River County Board of County Commissioners on August 16, 2021. The first three years (2021, 2022 and 2023) are in the standard abatement period and qualify for 100% abatement. Extended abatement agreements in the past have authorized 75% abatement for the fourth year (2024) and 50% abatement for the fifth year (2025). The attached proposed Agreement is based upon this format. The enterprise zone sponsors have the opportunity to negotiate local requirements in the approval of the extended abatement request periods in year four and five.

Attachments:

Cardinal IG Company Enterprise Zone Application

Proposed Agreement

Taxing District List

• Complete form and submit to the local enterprise zone manager before breaking ground or beginning work at the site.

Applicant

Enterprise zone or rural renewable energy development zone (where business firm and property will be located) CASCADE LOCKS - HOOD RIVER ENTERPRISE ZONE		Email DWINDSOR@CARDINALCORP.COM	
Name of business firm CARDINAL IG COMPANY		Phone (541) 354-4000	
Mailing address 3125 NEAL CREEK MILL ROAD	City HOOD RIVER	State OR	ZIP code 97031
Location of property (street address if different from above)		City	ZIP code

County, TRS map ID number, and Tax lot number of site Tax lot # 18243 2N1025B 1301 A2, 609046	Contact person DAVID WINDSOR	Title PLANT MANAGER
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- My firm expects to first claim standard property tax exemption in the following (up to three) year(s): 2022
- Check here if your firm has or has had another exemption in this enterprise zone.
 - Check here that your firm commits to renew this authorization application. Renew this application on or before April 1 every two calendar years, until the tax exemption on qualified property is claimed.
 - Check here if requesting an **extended abatement** of one or two additional years of exemption. Extended abatement is subject to written agreement with local zone sponsor, and to possibly additional state or local requirements before this application is approved.

Zone manager use only (after written agreement but before authorizing firm):

County average annual wage: \$ _____ Year _____ Total exemption period: 4 or 5 Consecutive years (check one)

Business eligibility

- Eligible activity**—Check all activities that apply to proposed investment within the enterprise zone:
- Manufacturing Fabrication Bulk printing Shipping Agricultural production Energy generation
 - Assembly Processing Software publishing Storage Back-office systems
 - Other—describe the activities that provide goods, products, or services to other businesses (or to other operations of your firm): _____
 - Check here if your business firm does or will engage in **ineligible activities** within the enterprise zone (such as retail sales, health care, professional services, or construction). Describe below (or in an attachment) these activities and their physical separation from "eligible activities": _____

- Special cases**—Check all that apply:
- Check here if a **hotel, motel, or destination resort** in an applicable enterprise zone.
 - Check here if a **retail/financial call center**. Indicate expected percent of customers in local calling area: _____ %.
 - Check here if a **"headquarters" facility**. (Zone sponsor must find that operations are statewide—regional in scope and locally significant)
 - Check here if an **electronic commerce investment** in an e-commerce enterprise zone. (May also provide for an income tax credit)

Employment in the enterprise zone (see worksheets on last page)

- Don't count** FTEs, temporary, seasonal, construction, part-time jobs (32 hours or less per week), or employees working at ineligible operations.
- Existing Employment**—My business firm's average number of full-time employees in the zone over the past 12 months is 353
- New Employees**—
- Hiring is expected to begin on (date or month and year): JAN 4, 2021
 - Hiring is expected to be completed by (month and year): APR 1, 2022
 - Estimated total number of new employees to be hired with this investment is: 40

- Commitments**—By checking all boxes below, you agree to the following commitments as required by law for authorization:
- By April 1 of the first year of exemption on the proposed investment in qualified property, I will have increased existing employment within the zone by one new employee or by 10%, whichever is greater.
 - My firm will maintain at least the above minimum level as an annual average employment during the exemption period.
 - When the exemption claim is filed by April 1 following each calendar year of exemption, total employment in the zone will also not have shrunk by more than 85% at one time or by more than 50% twice in a row, compared to the highest such figure with any previous claim.
 - My firm will comply with local additional requirements as contained in: (1) a written agreement for an extended abatement, (2) zone sponsor resolution(s) waiving required employment increase, or (3) an **urban** enterprise zone's adopted policy, if applicable.
 - My firm will verify compliance with these commitments, as requested by the local zone sponsor, the county assessor or their representative, or as directed by state forms or administrative rules.
 - My firm will enter into a **first-source hiring agreement** before hiring new eligible employees. (This **mandatory** agreement entails an obligation to consider referrals from local job training providers for eligible job openings within the zone during at least the exemption period.)

Oregon employment outside the enterprise zone

Check only those that apply:

- Check here if yours or any commonly controlled firm will curtail operations in the state **beyond 30 miles of the zone boundary and move them into the zone.** Indicate timing, location, number of any job losses, and relationship to the proposed enterprise zone investment:

- Check here if you are transferring operations into the zone from site(s) in the state **within 30 miles of _____ zone boundary:** My firm's average employment at the site(s) over the past 12 months is _____ jobs.
- Check here, if applicable, that your firm commits to increase the combined employment at the site(s) (within 30 miles) and in the zone to 110% of the existing combined level by April 1 and on average during the first year of exemption.

Proposed investment in qualified property

Anticipated timing-- Enter dates or months/years (non-binding)

Action	Site and building and structures			Machinery and equipment		
	Preparation	Construction*	Placed in service**	Procurement***	Installation	Placed in service**
To commence or begin on	APRIL 2021	MAY/JUN '21	2022	JAN, 2021	DEC, 2021	JAN, 2022
To be completed on						

* Including new reconstruction, additions to, or modifications of existing building(s) or structure(s).
 ** This is in the calendar year directly before the very first year of exemption.
 *** May precede application by up to three months (includes personal property).

Special issues:

- Check here for building/structure acquired/leased for which construction, reconstruction, additions, or modifications began prior to this application (attach executed lease or closing documents, and don't take up occupancy until this application is approved).
- Check here if anticipating using **Construction in process** tax exemption for qualified property that is still being constructed/installed and isn't yet placed in service and is located on site as of January 1. If so, file *Application for Construction-in-Process Enterprise Zone Exemption*, 150-310-021, by April 1 with the county assessor's office.

Qualifying property: Estimates of cost and details about property are not binding, but in order for property to be exempted, its basic type and any major building/structure needs to be at least represented below.

Type of property		Number of each/item	Estimated value	Check if any item will be leased
Real property	Building or structure to be newly constructed		\$	<input type="checkbox"/>
	New addition to or modification of an existing building/structure		\$ 15.0 m	<input type="checkbox"/>
	Heavy or affixed machinery and equipment		\$ 12.0 m	<input type="checkbox"/>
Personal property item(s) costing:	\$50,000 or more		\$ 9.5 m	<input type="checkbox"/>
	\$1,000 or more (E-commerce zone or used exclusively for tangible production)		\$	<input type="checkbox"/>
Total estimated value of investment			\$ 27.5 m	

In addition, describe below (or in an attachment) the overall nature and potential extent of your investment, including preliminary building plans and lists of property items, as appropriate and recommended by zone manager or county assessor (may be kept confidential).

140,000 SQFT ADDITION TO EXISTING BUILDING TO ADD PRODUCTION SPACE AND EQUIPMENT CAPACITY TO SATISFY CUSTOMER DEMAND FOR HIGH QUALITY INSULATING GLASS.

Declaration

I declare under penalties of false swearing [ORS 305.990(4)] that I have examined this document and attachments, and to the best of my knowledge, they are true, correct, and complete. If any information changes, I will notify the zone manager and the county assessor and submit appropriate written amendments. I understand that my business firm will receive the tax exemption for property in the enterprise zone, only if my firm satisfies statutory requirements (ORS Chapter 285C) and complies with all local, Oregon, and federal laws that are applicable to my business.

Must be signed by an owner, company executive, or authorized representative of the business firm

Signature: X *David Windsor* Date: *JAN 13, 2021*
 Title (if not an owner or executive, attach letter attesting to appropriate contractual authority): *DAVID WINDSOR - PLANT MANAGER*

Local enterprise zone manager and county assessor must approve this application (with *Enterprise Zone Authorization Approval*, Form 150-303-082)

Property criteria:

- For a significant building or structure to be exempt, the authorization must include some indication of it. In addition, for example, if no machinery and equipment is indicated, then no such property qualifies, so that the applicant is advised to account for every basic type of property that could possibly be part of the final, overall project.
- All property needs to be new, meaning it wasn't used or occupied in the zone more than one year before exemption begins.
- Machinery and equipment also must be newly acquired or newly transferred from outside of the county (except for major retrofit or refurbishment of real property idle for 18 months).
- Any or all property may be leased from any party, provided that your firm (the lessee) is obligated to pay the property taxes.
- All real property—buildings, structures, and heavy/affixed machinery and equipment—listed on the exemption claim property schedule must cost \$50,000 or more in total.
- Personal property machinery and equipment is readily movable and qualifies subject to a per-item cost minimum. An integrated system

consisting of various components may be treated as a single item for these purposes.

- Land, vehicles, motorized/self-propelled devices, rolling stock, non-inventory supplies, and idle or ineligibly used property don't qualify.
- The investment in property needs to be for the furtherance of income. For example, it may not be for personal use.

Additional property and future projects:

- With an ongoing investment, subsequent property that isn't placed in service until the first or second year of exemption on the initial property may be exempted as well.
- In other words, property schedules may be filed with up to three consecutive claims, pursuant to a single authorization.
- Any major change of plans should be amended into the application, in writing to both the zone manager and the county assessor, before January 1 of the first year of an initial exemption, especially to account for any unrepresented type of basic property.
- Another authorization application is necessary for qualified property at a different location in the same or another zone.

Applicable property tax returns must still be filed annually

Complete the following worksheets either before or during the pre-authorization consultation with the local zone manager

Employment worksheet

Use this worksheet to determine your business firm's annual average employment over the 12 months preceding the date on which you submit the authorization application, and as required during the period of the enterprise zone exemption:

1. Identify those employees or positions within the zone that are: (a) working a majority of their time in "eligible" activities or in support of those activities; (b) paid on average for more than 32 hours per week; (c) not employed solely to construct property; (d) not seasonal; and (e) not temporary—not hired, leased, or contracted for less than one year or on an as-needed/ad hoc basis. Don't use "full-time equivalents" (FTE).
2. Determine the number of the above employees at the end of each pay period, calendar month, or quarter over the prior 12 months.
3. Total the number of employees from each period and divide this sum by the number of periods. If not using months, include a suitable attachment in place of the following with your application:

$$\begin{aligned} & \underline{366} (1) + \underline{364} (2) + \underline{359} (3) + \underline{355} (4) + \\ & \underline{352} (5) + \underline{344} (6) + \underline{343} (7) + \underline{342} (8) + \\ & \underline{347} (9) + \underline{354} (10) + \underline{356} (11) + \underline{359} (12) = \\ & \underline{4236} \div 12 = \underline{353} \text{ *Average annual existing jobs} \end{aligned}$$

4. If your average annual existing jobs* (from number 3, above) is:
 - a) Five or more, multiply by 1.1, as follows:
* $\underline{353} \times 1.1 = \underline{388}$, or
 - b) Less than five, add one, as follows:
* $\underline{\quad\quad} + 1 = \underline{\quad\quad}$.
5. Round the total from 4a or 4b to the nearest whole number (for example, 25.49 becomes 25 and 25.50 becomes 26). Your rounded figure is the level of employment required by April 1 of the first year of exemption.

For purposes of compliance, repeat steps 1–3 and 5 above for each calendar year that qualified property is exempt.

Special issues worksheet

This worksheet is simply a checklist to guide you through certain issues that may need to be addressed as soon as possible. Check if the answer is "yes" or "maybe."

- Will the requisite increase of enterprise zone employment be difficult to achieve, even with the new investment? Or could it be somewhat unapparent? In any case, work out verification options with local zone manager. Copies of unemployment insurance reports or other records should be kept on file to assure manager and assessor.
- If the number of jobs will likely not grow by 10 percent, do you want a local waiver by resolution(s) adopted by zone sponsor with authorization, which may impose additional conditions? Waiver allowed if the overall investment costs \$25 million or more, or with a 10 percent rise in productivity combined with dedicated expenses for workforce training. In a rural renewable energy development zone, a waiver is allowed for \$5-million investments with no added conditions.
- Are you interested in publicly owned and otherwise available real estate that might exist in the zone, and that an authorized business firm generally has a right to buy or lease if promptly developed for authorized use?
- Would you like to know about local incentives that some local sponsoring governments offer to authorized businesses as part of the

enterprise zone package, such as fee waiver, regulatory expedition, and so forth?

- Will a qualified building be partially occupied by another business/tenant or used for ineligible operations? In such cases, work with the local zone manager to determine the units or proportion of space for the assessor to exempt.
- Would you like your enterprise zone employment to be combined with the jobs at any 100 percent commonly owned firm/corporation(s)? If so, attach a statement with the name of the other company(s). Without such election, even subsidiaries of the same parent corporation in the zone are treated as distinct business firms.
- Is investment pending the site's inclusion in the zone? This application may be approved under such conditions, but make arrangements with the local zone manager to ensure that any construction or installation work doesn't begin until on or after the effective date of the boundary change. (Same applies to designation of a new enterprise zone.)
- Is the enterprise zone terminated? This normally precludes authorization or qualification, but an already authorized/qualified firm can "grandfather" and may be authorized up to 10 years after the termination of the zone.

Agreement for Oregon Enterprise Zone Extended Abatement: Cardinal IG

WRITTEN AGREEMENT WITH THE CASCADE LOCKS – HOOD RIVER ENTERPRISE ZONE SPONSOR TO EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE YEARS IN TOTAL FOR CAPITAL INVESTMENT BY CARDINAL IG

The sponsor of the Cascade Locks – Hood River Enterprise Zone comprising the governing bodies of the City of Hood River, the City of Cascade Locks and Hood River County (hereinafter "The Zone Sponsor") and Cardinal IG (hereinafter "The Firm") do hereby enter into an agreement for extending the period of time in which The Firm shall receive an exemption on its investments in qualified property in the Cascade Locks – Hood River Enterprise Zone contingent on certain special requirements, under ORS 285C.160.

The Zone Sponsor and The Firm jointly acknowledge: that subject to timely submission and approval of an application for authorization and the satisfaction of other requirements under ORS 285C.050 to 285C.250, The Firm is eligible for three years of complete exemption on its qualified property; that nothing in this agreement shall modify or infringe on this three-year exemption or the requirements thereof, and that this agreement becomes null and void if The Firm does not qualify for these three years of the exemption.

The Zone Sponsor extends The Firm's property tax exemption an additional two years on all property that initially qualifies in Cascade Locks – Hood River Enterprise Zone in the assessment year beginning on January 1, 2022 and, thus, sets a total period of exemption of five consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

CONFIRMATION OF STATUTORY PROVISIONS

In order to receive the additional two years of enterprise zone exemption granted herein, The Firm agrees herewith under 285C.160(3)(a)(A) that for each year of the entire exemption period, all of The Firm's new employees shall receive an average level of compensation equal to or greater than 130 percent of the county average annual wage, in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 65 (123-065-41110), which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. The county average annual wage is set at the time of authorization, except as pursuant to ORS 285C.160(4), according to the 2020 Hood River County average annual payroll rate of \$43,777 for which 130 percent (%) equals \$56,910;

3. Only employees working at jobs filled for the first time after the application for authorization but by December 31 of the first full year of the initial exemption and performed within the current boundaries of the Cascade Locks – Hood River Enterprise Zone are counted; and County average annual payroll rate of \$43,777 for which 130 percent (%) equals \$56,910; and

4. Only full-time, year-round and non-temporary employees engaged a majority of their time in The Firm's eligible operations consistent with ORS 285C.135 & 285C.200(3) are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

LOCAL ADDITIONAL REQUIREMENTS

For The Firm to receive the additional two years of enterprise zone exemption granted herein, The Zone Sponsor and The Firm agree that The Firm shall do the following in addition to statutory requirements as reasonably requested by The Zone Sponsor under ORS 285C.160(a)(B):

1. Make a contribution in the amount of 50% of assessed taxes due during year four and 75% during year five to Hood River County. Payments are due to the Hood River County office of Budget and Finance on the normal tax due date for the affected years. Hood River County will provide a statement of assessment and contribution payment due. If the Firm fails to meet the statutory provisions outlined herein or fails to make the contribution then the full amount of the tax obligation will be due.
2. The contribution received by Hood River County will be distributed in years four and five as outlined below.
 - a. Hood River County, 50%
 - b. Hood River County School District, 50%
 - c. [Enter additional entities , if applicable]

<p>ACCEPTING FOR THE SPONSOR OF THE CASCADE LOCKS – HOOD RIVER ENTERPRISE ZONE:</p> <p>By: _____ Mike Oates, Chair Hood River County Board of Commissioners</p>	<p>ACCEPTING FOR CARDINAL IG COMPANY:</p> <p>By: _____ David Windsor, Plant Manager Cardinal IG Company</p>
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List of Affected Districts at Cardinal IG Property

District Name
COUNTY
911 COMM DIST
COUNTY LOCAL OPTION
PORT HOOD RIVER
COLUMBIA GORGE CC
SCHOOL
COLUMBIA GORGE ESD
SCHOOL LOCAL OPTION
SCHOOL BOND
WY'EAST RFD
ODELL SANITARY
H.R. PARK & REC
HRC TRANS DIST
LIBRARY DISTRICT
WINDMASTER URBAN REN
COLUMBIA GORGE COMM COLLEGE - BOND

Commission Memo



Prepared by: Michael McElwee
Date: August 24, 2021
Re: Executive Director 21/22 Work Plan

Attached is the final Executive Director's FY 21/22 Work Plan. The format of the Work Plan has been modified to align with service areas and key goals listed in the Port's 2021-2016 Strategic Business Plan. It also incorporates new and modified goals in response to input received during the ED's FY 20/21 annual performance evaluation as well as suggestions received from Commissioners.

This Work Plan was reviewed with the Port's Personnel Committee on August 17. Final revisions were made based on direction received at that meeting.

RECOMMENDATION: Approve Executive Director FY 21/22 Work Plan.

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FISCAL YEAR 2021-22
EXECUTIVE DIRECTOR WORK PLAN

For Commission Approval: August 24, 2021

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

CENTRAL SERVICES

GOAL 1: ENSURE ALL OPERATIONS CONDUCTED BY PORT STAFF AND CONTRACTORS ARE DONE IN A SAFE MANNER.

GOAL 2: ENSURE THAT FINANCIAL AND STAFF RESOURCES ARE DEPLOYED EFFECTIVELY, WITH A HIGH DEGREE OF FORESIGHT AND IN ANTICIPATION OF FUTURE PORT NEEDS.

GOAL 3: EVALUATE PORT PUBLIC ENGAGEMENT POLICIES AND PROGRAMS AND PROVIDE RECOMMENDATIONS FOR ACTIONS TO ENHANCE AND EXPAND PUBLIC ENGAGEMENT GENERALLY, AND TO ADDRESS DIVERSITY, EQUITY, AND INCLUSION (DEI) CONSIDERATIONS IN ALL POLICY AND INVESTMENT DECISIONS.

GOAL 4: MAINTAIN AND IMPROVE ENGAGEMENT AND COLLABORATION WITH PORT PARTNERS TO LEVERAGE INVESTMENTS AND PURSUE SERVICE EFFICIENCIES.

GOAL 5: PREPARE SUCCESSION PLAN FOR SENIOR LEADERSHIP RETIREMENTS AND STRUCTURE THE ORGANIZATION CHART TO ANTICIPATE THESE TRANSITIONS

GOAL 6: ENSURE THE PORT WORK ENVIRONMENT IS ONE WHERE STAFF CAN GROW PROFESSIONALLY AND FEEL THAT THE PORT IS AN EXCELLENT PLACE TO WORK.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Draft a policy that states any employee can stop work if unsafe conditions exist and brief employees and highlight safety topics at weekly Port staff and monthly Safety Committee meetings to increase awareness of work safety issues and best practices for a safe work environment.	5/1/22	
2. Prepare a “Fiscal Sustainability Model” that describes prior and potential future actions and timeframes to reduce reliance on bridge revenue over the next 5 years. Present to Commission for discussion and direction as part of FY 22/23 Budget.	2/15/22	
4. Identify a staff/consultant structure to build redundancy in the Port’s existing	4/15/22	

management capabilities and technical skills related to tolling over the next three years.

5. Purchase and install Open Media Foundation platform to enhance transparency and public participation in Port meetings.

10/30/21

6. Prepare and issue a Request for Qualifications (RFQ), complete evaluation process, and recommend a firm to serve as Port General Counsel.

6/20/22

7. Prepare and issue a Request for Qualifications (RFQ), complete evaluation process and recommend a firm to serve as Port Auditor.

3/20/22

8. Prepare a draft update to the Communications Plan and present to the Commission for discussion and direction.

3/15/22

9. Complete formatting and printing of the 2021-26 Strategic Business Plan (SPB). Take steps to publicize and increase community awareness of the SBP.

9/30/21

10. Update the board & staff training policy for Commission consideration.

4/01/22

11. Prepare draft update to Ordinance 24 addressing enforcement issues including towing & trespass for Commission consideration.

4/15/22

12. Engage in regular communication with Commissioners through individual briefings at least once every two months.

6/30/22

13. Prepare a revised evaluation form and process for annual performance review of the Executive Director for Commission consideration.

5/1/22

14. Implement modifications to the Port’s organizational structure, staff job descriptions and wage scales consistent with plan approved by the Commission on June 1, 2021.

12/15/21

15. Develop and implement a plan to clarify human resource management functions.

12/15/21

16. Develop a scope and fee proposal for an outside consultant for the Commission to obtain feedback from Port employees on workplace matters including safety, security, wellness, and general work environment.

11/30/21

17. Provide confirmation that ED has taken at least 120 hours of vacation.

6/15/22

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

BRIDGE AND OTHER TRANSPORTATION

GOAL 1: ENSURE ONGOING OPERATION AND MAINTENANCE OF THE EXISTING BRIDGE AND IMPLEMENT MEASURES AND TASKS AS LISTED IN THE CAPITAL MAINTENANCE PLAN.

GOAL 2: FACILITATE PORT ENGAGEMENT TO ASSIST IN ALL REASONABLE EFFORTS TO REPLACE THE BRIDGE FOLLOWING THE TASKS IDENTIFIED IN THE BI-STATE WORKING GROUP MEMO OF UNDERSTANDING (MOU) BY REMOVING BARRIERS TO SUCCESS IN ALL POTENTIAL PATHWAYS FORWARD FOR BRIDGE REPLACEMENT.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Complete plans, specifications, cost estimate and construction schedule for replacement of wire ropes.	<i>1/10/22</i>	
2. Complete annual update the Bridge Capital Maintenance Plan to ensure the bridge is safe by using engineering-based evaluations to	<i>2/15/22</i>	

plan and implement needed capital and capital maintenance projects.

3. Complete plans & specifications, manage bid process and complete construction of new membrane and re-paving of Bridge approach ramps.

6/15/22

4. Complete live load testing and ODOT review, identify reinforcement actions and cost estimates and prepare recommendations to the Commission for potential restoration of the 80 k Bridge weight limit.

1/15/22

5. Prepare draft legislation to authorize creation of a Bi-State Bridge Authority and file for consideration in the Oregon & Washington legislatures during the 2022 short sessions.

2/1/22

6. Complete agreements necessary to obtain \$10 million in funding from state of Washington and BUILD program.

3/1/22

7. Finalize a scope of work, complete solicitation, evaluation, and selection process to identify a Bridge Replacement Project Manager (BRPM) for Phase II bridge replacement efforts.

2/1/22

8. Finalize a scope of work, complete solicitation, evaluation and selection process to identify a Design Engineer for Bridge replacement.

5/1/22

9. Achieve 100% completion of the FEIS/NEPA process and secure Record of Decision.

3/15/22

10. Prepare a market assessment to evaluate the potential for selling Breezeby electronic tolling system services to other public entities within Oregon and prepare draft marketing materials for Commission consideration.

6/30/22

11. Prepare an outreach and communication plan to inform trucking entities of the damage caused to the Bridge by excessive speed.

10/30/21

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

KEN JERNSTEDT AIRFIELD

GOAL 1: IMPLEMENT AND MAINTAIN PROGRAMS AND POLICIES THAT ACHIEVE THE PORT VISION FOR THE AIRFIELD AS ONE THAT OFFERS SAFE, EFFICIENT, AND ATTRACTIVE AVIATION FACILITIES AND SERVICES CONSISTENT WITH FAA B-2 DESIGNATION TO PILOTS, RESIDENTS, BUSINESSES, AND VISITORS.

GOAL 2: ENSURE THE AIRFIELD FULFILLS ITS MISSION TO SUPPORT GENERAL AVIATION, EMERGENCY RESPONSE, EDUCATION, AND ECONOMIC DEVELOPMENT GOALS BALANCED WITH THE NEEDS OF THE SURROUNDING COMMUNITY.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Complete installation of AV Gas Tank and point-of-sale system on the N. ramp.	<i>11/01/21</i>	
2. Update the financial model for the Airport and identify actions and timeframes net positive revenue goals for Commission review.	<i>3/01/22</i>	
3. Complete architectural plans, cost estimate, pro forma and marketing plan for a Commercial Hangar and make a recommendation to the Commission about proceeding to construction.	<i>12/30/21</i>	
4. Complete evaluation of aviation tracking technologies, discuss with the AAC and bring action alternatives to the Commission for direction.	<i>11/15/21</i>	
5. Prepare summary assessment of ground lease issues for T-Hangar/Box Hangar development, discuss with the AAC and bring staff recommendations to the Commission for direction.	<i>11/15/21</i>	
6. Draft and prepare a contract with the firm selected to provide general and on-call engineering services for Commission consideration.	<i>9/21/21</i>	

7. Identify and implement a reporting, communication and oversight mechanism for activities of the Fixed Base Operator (“FBO”) including monthly reports to the Commission.

9/30/21

**2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:
REAL ESTATE DEVELOPMENT & MANAGEMENT**

GOAL 1: IMPLEMENT AND MAINTAIN 2018 REAL ESTATE INVESTMENT STRATEGY (REIS).

GOAL 2: ENSURE THAT THE PORT’S ROLE IN REGIONAL ECONOMIC DEVELOPMENT ACTIVITIES IS CLEARLY DEFINED. CONFIRM THAT THE OBJECTIVES ARE IDENTIFIED, AND ADEQUATE RESOURCES ARE IN PLACE TO BE SUCCESSFUL.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Update the Port of Hood River economic impact analysis Including a detailed focus on airport activities.	<i>6/30/22</i>	
2. Negotiate a Memorandum of Understanding (MOU) with a development entity describing the terms and conditions for future development of Lot #900 and present to the Commission for possible action.	<i>1/15/22</i>	
3. Prepare DDA Amendment #9 regarding Expo Phase II for Commission review.	<i>10/15/21</i>	
4. Prepare plans/specifications, cost estimate and financing plan for construction of E. Anchor Way and seek Commission approval to initiate bidding and construction phases.	<i>5/30/21</i>	
5. Prepare and submit application to the Economic Development Agency (“EDA”) for funding for construction of N. 1st St.	<i>9/15/21</i>	
6. Complete conceptual engineering plans and cost estimates, identify grant funding opportunities and make recommendation to the Commission about the feasibility of construction of N. 1st St.	<i>5/30/21</i>	

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

MARINA

GOAL 1: ENSURE REALIZATION OF THE VISION OF THE MARINA AS A MULTI-USE RECREATIONAL MARINA THAT IS SAFE, FUNCTIONAL, WELCOMING, AND ATTRACTIVE THAT SERVES THE NEEDS OF MARINA TENANTS, GUEST BOATERS, AND LOCAL RESIDENTS AND GROUPS, PARTICULARLY YOUTH PROGRAMS.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Complete plans, bid package and solicitation process and identify contractor for installation of new parallel boarding floats at the Public Boat Launch.	6/30/22	
2. Expand HRYC Boat Storage Area Fencing	6/1/22	

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

WATERFRONT RECREATION

GOAL 1: ENSURE REALIZATION OF THE VISION OF PORT WATERFRONT RECREATIONAL TO MAINTAIN AND DEVELOP HIGH QUALITY RECREATIONAL SITES THAT PROMOTE RIVER ACCESS, ACTIVE RECREATION AND PASSIVE OPEN SPACE EXPERIENCES FOR COMMUNITY MEMBERS AND VISITORS WHILE SUPPORTING THE ECONOMIC DEVELOPMENT GOALS OF THE PORT DISTRICT.

GOAL 2: ENSURE BEST PRACTICE SAFETY PROTOCOLS AND SYSTEMS ARE IN PLACE AT ALL PORT WATERFRONT RECREATION FACILITIES AND CONTINUOUSLY EVALUATE SAFETY MEASURES ARE APPROPRIATELY MATCHED AND SIZED FOR THE CHANGING USES AND USER GROUPS AT EACH SITE.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Reconvene the Waterfront Recreation Committee with a renewed focus on user/visitor safety. Recruit public safety officials, local expert user groups, and outside expert consultants to conduct a full evaluation of current conditions and develop recommended actions.	11/31/21	
2. Develop and install an integrated signage plan for the Waterfront trail system.	05/01/22	

- 3. Complete plans/permits and ensure substantial completion of two rigging areas at the Hook.
- 4. Replace Pedestrian Bridge Deck.
- 5. Install Pedestrian Bridge Deck Lighting.

12/15/21

06/30/2022

06/30/2022

Commission Memo



Prepared by: Greg Hagbery
Date: August 24, 2021
Re: Gorge Networks Inc - Lease Addendum No. 2

Gorge Networks Inc. has been in a tenant in the Big 7 Building since 2003. They are an internet service provider. They have informed the Port of their desire to extend their lease for another year. This is the second of four one-year renewal options included in their 2019 lease agreement.

RECOMMENDATION: Approve Addendum No. 2 to the Lease with Gorge Networks Inc. at the Big 7 Building.

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SECOND ADDENDUM TO LEASE

Whereas, on October 1, 2019, the Port of Hood River, an Oregon municipal corporation, as “Lessor”, and Gorge Networks Inc., an Oregon corporation, as “Lessee”, entered into a lease (“Lease”) of the premises known as Space 401b in the Big 7 Building located at 616 Industrial Street, in Hood River, Oregon (the “Leased Premises”) for a term expiring on August 30, 2020; and

Whereas, the Lease included four (4) renewal options in which Lessee could extend the term of the Lease for an additional one (1) year per renewal option; and,

Whereas, by and through the First Amendment to Lease executed by Lessor and Lessee on September 6, 2020, Lessee exercised its first of four (4) renewal options and the Lease was extended for an additional one (1) year term, which will expire on August 30, 2021; and

Whereas, pursuant to section 2 of the Lease, Lessee has provided Lessor with written notice of intent to exercise its second of four (4) renewal options; and

Therefore, Lessor and Lessee agree as follows:

1. Pursuant to section 2 of the Lease, the Lease term shall be renewed for an additional one (1) year term and the Lease shall remain in effect through August 30, 2022.

Except as modified by the First Addendum to Lease and this Second Amendment to Lease, all terms and conditions of the Lease shall remain in full force and effect.

Lessee, Gorge Networks, Inc.

Lessor, Port of Hood River

By: _____

Dan Bubb
President

Date _____

By: _____

Michael S. McElwee
Executive Director

Date _____

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Project Director Report
August 24, 2021

The following summarizes Bridge Replacement Project activities from August 4-19, 2021:

PROJECT MANAGEMENT UPDATE

- *Staff and Commissioner Fox met with WSP to discuss scope of work for developing an updated Preliminary Cost Estimate. This will require a WSP amendment for increased scope and budget to be brought to the Commission for their approval at the Sept. 7th Commission meeting. A special meeting of the BSWG is being scheduled earlier in September to review the material and make a recommendation. Staff anticipates that the WSP amendment including scope, schedule and budget will be ready by August 30th.*
- *Work on the Replacement Bridge Management Contract (RBMC) procurement documents has begun. Commissioner Fox has presented an outline for tasks. Staff has developed a list of consultants that would be available to help develop the documents.*
- *Assuming that the RBMC expenses are reimbursed by the \$15-million appropriation, the soonest that the contract could be executed would likely be December 2021.*
- *The process for selecting the NEPA consultant took about 4 months. Following that process, the Notice to Proceed would be issued near the end of December.*
- *Staff is adding tasks and sub-tasks to the Strategic Work Plan based upon direction from the August 10th meeting. Tasks will include due dates and milestones.*
- *Monthly Public Project Update included.*

GOVERNMENT AFFAIRS/LOBBYING UPDATE

- *Scheduling annual meeting to convene our three government affair consultants to present legislative goals and strategies for the coming legislation sessions based upon two primary goals: funding and bridge authority formation. A presentation will be made to BSWG at their Sept. 13th meeting and would review past assumptions and goals, suggesting adjustments, and discussing an implementation plan. Upon BSWG agreement of the goals, staff will develop implementation strategy that would include scheduling and informational materials.*
- *Thorn Run will be giving an update to Oregon Sen. Byer and Rep. McLain this week on the Joint Transportation Committee bringing the bridge authority legislation forward as a committee bill. A one-page handout is attached.*

FEIS/ROD CRITICAL PATH UPDATE

- *The Section 106 Consulting Parties on Sept. 1 will be reviewing the City of White Salmon's Columbia River Footbridge proposal at their meeting. The meeting continues the process for identifying mitigation options for the removal of the historic Hood River Bridge.*
- *Key NEPA-related milestones document attached.*

GOVERNANCE/BSWG UPDATE

- *Draft 3 of the Washington State legislation is complete and has been distributed to the members of the BSWG. Steve Siegel continues to lead the crafting the legislative language with committee staff.*
- *Request has been made for a Special BSWG Meeting in advance of the Port Commission's Sept. 7th Regular Meeting to review materials necessary to amend the WSP contract to allow for a new preliminary cost estimate.*
- *Port and Washington state legislative staff will be presenting a summary of the draft legislation to the Joint Transportation Committee (JTC) on Sept. 23rd.*

FUNDING & FINANCING UPDATE

- *The State of Oregon's grant agreement template for the Port's \$5-million ARPA appropriation will not be available until Spring 2022. State Administrative Services (DAS) is anticipating a lengthy process from the feds before contracts will be made available. The use of ARPA funds in the appropriation federalizes the funding.*
- *Washington has agreed to transfer its \$5M appropriation to ODOT for use on the project. The two Attorney Generals' offices are negotiating an agreement before the funds can be sent to ODOT. DOT managers thought that it could take 1-2 months before the transfer agreement would be finalized. The Port is not a party to this transfer agreement.*
- *While the transfer agreement is being developed, ODOT is crafting an agreement with the Port similar to the one used for managing the HB2017 funds. ODOT manager, Sam Hunaidi, felt that it will take two weeks or so for that to be developed, but that it won't be fully released to the Port until the transfer agreement provisions are known by ODOT and included in the grant agreement with the Port. The Port could receive the grant agreement a couple of weeks after the transfer agreement between the states is completed.*
- *FHWA and ODOT are in agreement that the \$5M BUILD funds can be reimbursed directly to the Port. FHWA normally contracts with certified local governments of which the Port is not certified. Rachael Tupica, FHWA Oregon Div., noted that Mill City, Ore. – another non-certified agency – received direct reimbursement authority earlier this year. This exception will need to be approved by FHWA Headquarters.*
- *In spite of Washington state funding, the project would not be included in the Washington State Transportation Improvement Plan (STIP) since the money would be transferred to Oregon. The project has been in the Oregon STIP since HB2017. Being in the STIP is critical for federal funding.*
- *Materials requested by BUILD have been submitted; waiting for further guidance.*

- *It was noted that if the bridge is not built ten years after ROW acquisition, the Port would be required to pay back the BUILD funds.*
- *In summary, the Oregon contract for the transfer funds could be made available to the Port by the end of October or November with a review period by Port legal counsel. Once the contract is executed (likely by December), the Port could begin incurring expenses for reimbursement.*
- *It is critical that contracts that could receive state or federal funding for future phases of work be vetted in advance by appropriate government agencies for concurrence.*
- *HB 2017 contingency funds will likely be the funding source for the new Preliminary Cost Estimate (PCE). If the Oregon contract for the transfer funds is in place by the end of the 4Q, ongoing project administration will have a funding source opening up HB 2017 contingency for the PCE. As of the end of June, there is approximately \$500k left in HB2017 funding with at least half of that needed to complete the FEIS/ROD.*

MEETING SCHEDULE

- WSP Weekly Check In, Aug 23
- Port Commission, Aug 24
- Thorn Run Partners, Aug 24
- NEPA Monitoring, Aug 26
- Sec. 106 Cultural Resources, Aug 27
- WSP Weekly Check In, Aug 30
- Sec. 106 Consulting Parties #4, Sept. 1
- Exeltech Engineers, Sept. 3
- WSP Weekly Check In, Sept. 6
- Thorn Run Partners, Sept. 7
- Sec. 106 Cultural Resources, Sept. 9

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EIS UPDATE

BRIDGE REPLACEMENT PROJECT

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.

NEPA Activities:

- Continued work on the Final EIS/Record of Decision and responses to public comments received on the Supplemental Draft EIS. Completion of Final EIS/Record of Decision expected by the end 2021.
- Gained concurrence from officials with jurisdiction on Section 4(f) property determinations.
- Received Oregon State Historic Preservation Office (SHPO), Washington State Department of Archaeological and Historic Preservation (DAHP) concurrence on property eligibility and effect determinations.
- Continued meetings with consulting parties to finalize potential mitigation measures for removal of the existing bridge (a historic resource).
- Continue consultation with Native American tribes.

Other Activities:

- Monitoring federal infrastructure plan currently moving through congress. Funds would be available through state grants from feds and increasing the amount available through currently-existing federal grant programs.
- Washington legislation development is currently under second draft review for bi-state bridge government. Oregon's process will begin later this fall.
- Engineering study has determined current lift cables will need to be replaced at a cost of \$1-million each. Deck and weight limit restoration projects are being planned.
- Replacement Bridge Management Contract is currently being drafted to provide project management and owner's representation during the project.
- Mid-Columbia Region has listed bridge replacement as the top priority in the Comprehensive Economic Development Strategy (CEDS) document.

SEPTEMBER 2021 UPDATE



How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.

													WE ARE HERE ▼			
Agency/Stakeholder Outreach		Environmental Compliance														
Technical Study Updates				Supplemental Draft EIS						Final EIS/ROD						
● Community Meeting										● Community Meeting						
Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
2018		2019				2020				2021						

To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

Kevin Greenwood, Project Director
 ☎ 541-436-0797
 @ kgreenwood@portofhoodriver.com

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MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Brian Carrico, WSP
SUBJECT: Status of Critical Path Activities and Projected Work through July 15th
DATE: August 18, 2021

CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below. Completed actions with no activity are not noted.

1. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

PROGRESS:

- ODOT indicated completion by end of September.

CHALLENGES:

- None.

SCHEDULE RISKS:

- **Moderate risk** associated with NOAA Fisheries for completing consultation on schedule. Not expected to impact overall schedule.

SCHEDULED COMPLETION DATE: 7/16/2021 (JUNE MEMO)

- Adjusted schedule for additional time to have NOAA Fisheries issue the biological opinion based on ODOT check-in with NOAA.
- Successor task: Final EIS (final review draft)

2. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

- Prepared for and conducted consulting parties meeting in July. Prepared summary.
- Coordination on review of the Archaeological Testing Report and Survey Report to Oregon SHPO, Washington State DAHP, other agencies and tribes.
- Addressing information requests.

CHALLENGES:

- Consultation with tribes has been occurring but reaching resolution on impacts and mitigation remains challenging.



SCHEDULE RISKS:

- **High risk:** Obtaining final reviews and addressing comments from agencies and tribes are high risk items as there is much interest by these agencies and the tribes to accurately document archaeological resources and avoid or minimize impacts from the project.

SCHEDULED COMPLETION DATE: 11/18/2021 (JUNE MEMO)

- Successor task: Final EIS (final review draft)

3. PUBLISH FINAL EIS/RECORD OF DECISION

PROGRESS:

- Continued work on Final EIS and Record of Decision. Holding finalization for resolution of Section 106 and tribal impacts.
- Coordination on 4(f) letters.
- Completed research on tribal impacts mitigation.

CHALLENGES:

- None.

SCHEDULE RISKS:

- Section 106 compliance is the critical path for completing the FEIS/ROD.

SCHEDULED COMPLETION DATE: 12/22/2021 (JUNE MEMO)

- Three week delay to account for adjustment associated with the MOA Consulting Parties meeting in July.
- Successor tasks: Close out EIS project.



PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from July 15 through August 15.

TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for August activities
- Update schedule and critical path status
- Contract modification for geotechnical investigation
- Support for BUILD grant.

TASK 2. PUBLIC INVOLVEMENT

- Prepare monthly update for September issue.

TASK 5. ENVIRONMENTAL

- Continued coordination with FHWA and ODOT to complete Section 106 process and FEIS/ROD.
- Finalize tribal impacts and mitigation approach.
- Continued coordination with ODOT, state historic preservation offices and tribes on review and finalization of archaeology reports.
- Consulting parties meeting(s)
- Continue updating the FEIS/ROD as missing information becomes available

TASK 6. ENGINEERING

- Support the Final EIS production by addressing Requests for Information regarding design.

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HOOD RIVER-WHITE SALMON INTERSTATE REPLACEMENT BRIDGE

Local Bi-State Bridge Commission Concept

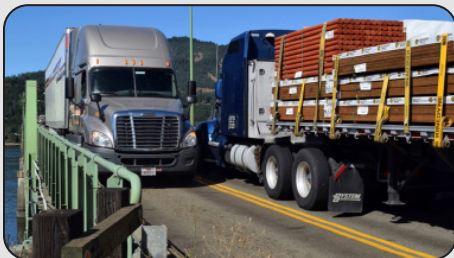
Background

The Hood River-White Salmon Interstate Bridge is a critical that enables workers, tourists, and businesses in the mid-Columbia Gorge region to travel between Oregon and Washington. The toll bridge, currently owned by the Port of Hood River, is nearing the end of its serviceable life and must be replaced. It is functionally obsolete, weight-restricted, seismically deficient, and a hazard for maritime freight.

Local governments from Oregon (City of Hood River, Hood River County, and the Port of Hood River) and Washington (Klickitat County, and the Cities of Bingen and White Salmon) have partnered to develop and fund a replacement bridge. The Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) for the project are anticipated by this December, and \$15 million in grants (\$5 million each from Oregon, Washington, and USDOT) have been secured for engineering, financing, tolling, and other project development work. While the informal bi-state local government partnership has worked well so far, **a clear, comprehensive, and permanent bi-state governance structure is needed to finance, construct, and operate the replacement bridge.**

Need for 2022 Local Bi-State Bridge Commission Legislation

After a year-long study, the bi-state working group found that the replacement of a local government-owned interstate toll bridge can be best accomplished by an independent bi-state commission, chartered by the affected local governments, with sufficient powers to efficiently develop, operate, maintain, toll, and finance the replacement bridge. Since current statutes in Oregon and Washington do not provide a means to establish such a commission, **the bi-state working group has prepared a comprehensive legislative concept to create a commission and seek to have it introduced in the 2022 legislative sessions in Oregon and Washington.**



Narrow lanes and lack of shoulder constrain freight, transit, and emergency response vehicles. Navigational clearance on the federal waterway is at least 200' less than the minimum recommended width. Project has been the first priority of the Comprehensive Economic Development Strategy for the Mid-Columbia Economic Development District for many years.

Why a Local Bi-State Bridge Commission?

- The financing, construction, operation, and maintenance of the replacement bridge requires decision-making by stakeholders from both states; the commission would facilitate bi-state decision-making.
- The legal mechanisms to create a bi-state commission are not in place in Oregon and Washington; and cannot be adequately established through intergovernmental agreements alone.
- The proposed legislation would establish the clear legal framework required to finance the replacement bridge, achieve investment-grade ratings for toll bonds, and ensure transparency and accountability for bridge operations.
- The commission creates a legal separation between the bridge and local and state governments, avoiding unwanted legal and financial entanglements.
- This governance structure is expressly designed to address the replacement of interstate toll bridges owned by a local government and is not applicable to state-owned interstate bridges.

What would the Local Bi-State Bridge Commission Legislation do?

Since there are no inherent powers for public corporations under Oregon and Washington law, the proposed legislation provides the bi-state commission a comprehensive set of authorities required to develop, finance, construct, and operate a replacement bridge, including:

- Own, construct, operate, and regulate the use of the replacement bridge.
- Impose and periodically adjust the rate of tolls and other charges for use of the replacement bridge. **The commission is prohibited from levying any taxes or special assessments.**
- Hire staff and retain professional services to prepare environmental, engineering, design, financial, traffic, and other studies required to develop, construct, and finance a replacement bridge.
- Enter into contracts and other agreements with public and private entities for the construction, financing, and operations of the replacement bridge.
- Receive grants, loans, and other contributions for the replacement bridge from the federal government, states, local governments, and private entities.
- Acquire and own real property required for the bridge.
- Issue revenue bonds and other debt instruments to finance the replacement bridge. Only revenues, grants, or accounts of the commission may be pledged for repayment. **The commission may not make any pledge that obligates any form of taxation or repayment by either state or any local government.**



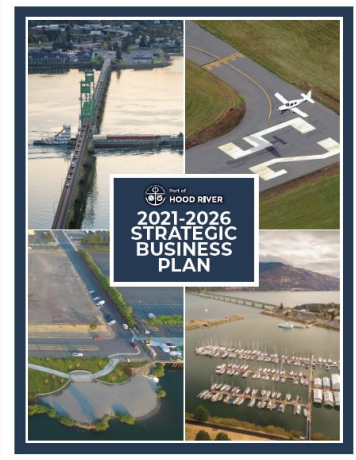
For more information, please contact:

Miles Pengilly, Thorn Run Partners at (503) 816-9219 or email: mpengilly@thornrun.com

Kevin Greenwood, Port of Hood River at (541) 961-9517 or email: kgreenwood@portofhoodriver.com

Administration

- The Governor’s mask mandate for indoor public spaces resulting from the recent spike in coronavirus cases means we will not be hosting public meetings in the Port offices for the foreseeable future. A second employee in the Facilities Department has tested positive for the Delta variant and will be quarantined at home for the mandatory 10-day period.
- The Personnel Committee will meet August 17 to consider any changes to the Executive Director contract.
- Work continues on the update to the Mid-Columbia Comprehensive Economic Development Strategy (CEDS). The draft will be presented at the **Annual Gorge Economic Symposium, November 5, 8:30am** at the Fort Dalles Readiness Center. Genevieve continues to serve on the steering committee for this effort. On August 19, MCEDD hosted a Zoom meeting of regional transportation partners to begin the process of updating the priority transportation projects for the CEDS. Genevieve and Kevin were both in attendance and the bridge replacement project was frequently cited as a top priority.
- The final draft of the 2021-26 Strategic Business Plan has been published and accepted by Business Oregon’s Port Planning and Marketing Fund administrators. Hard copies of the Plan document, including all Appendices, are being printed for distribution to Commissioners early next week. Digital copies can be downloaded on the Port’s website at: <https://portofhoodriver.com/strategic-business-plan/>
- Attached is the formal request to the City of Hood River to appoint Commissioner Gehring to serve as the Port’s second representative on the Urban Renewal Agency Board.



Recreation/Marina

- Staff from the Oregon State Marine Board inspected the Marina on August 19 as part of the recertification process for the Clean Marina designation and we are pleased to announce that we passed the inspection with flying colors. The noted areas for improvement include boat and dinghy registrations and boat house floatation encapsulation.
- Staff is currently working with Bell Engineering to prepare construction documents for the two new rigging areas at the Hook, funded by the Travel Oregon Competitive Recovery Grant, to the City for review on July 26.

- Kiteboard for Cancer (KB4C) will be taking place at the Event Site August 26-28. Event coordinators will take measures for compliance with all state and local Covid guidelines. Waterfront parking will be the same as any other day, passes and regular fees required.
- Harvest Fest and the Gorge Marathon are back on the schedule for mid-October. Event coordinators expect attendance to be more than 10,000 people over 3 days at Harvest Fest and over 1,000 for the marathon the weekend after.

Development/Property

- The upgrade to the front desk area at the Port office is delayed due to a delay in materials delivery. The work is now projected to be completed by the end of September. The public interface will remain out of the East Wing.

Airport

- The Airport Advisory Committee (AAC) met on August 19. Two important policy matters were discussed: Aviation Tracking Technology and Ground Leasing.
- Attached is the initial monthly report from the Tac-Aero, the Ken Jernstedt Airfield FBO summarizing airport activities. Any suggestions regarding format or content would be appreciated. These reports will be submitted monthly to the Commission in the future as part of the ED Report.
- The Annual Inspection of the AWOS with the FAA is expected to occur on Thursday, August 26.

Bridge/Transportation

- The Port of Cascade Locks has announced it will post a weight restriction of 11 tons on the Bridge of The Gods as early as August 27th, 2021. The load limit is expected to return to normal in early October.



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: porthr@gorge.net

August 9, 2021

Jennifer Gray, City Recorder
City of Hood River
211 2nd Street
Hood River, OR 97031

Re: Port nomination of Commissioner Heather Gehring to Urban Renewal Agency Board

Dear Ms. Gray:

During the Port Board of Commissioners meeting on July 13, 2021, Commissioner Heather Gehring accepted the Board's nomination to serve as one of the two Port representatives on the Urban Renewal Agency board. Ms. Gehring is currently serving as the Port Position #2 representative, with a term expiring June 30, 2025.

Commissioner Gehring's nomination to the URA board was unanimously approved, and we request City approval of the nomination to continue his service in his current position.

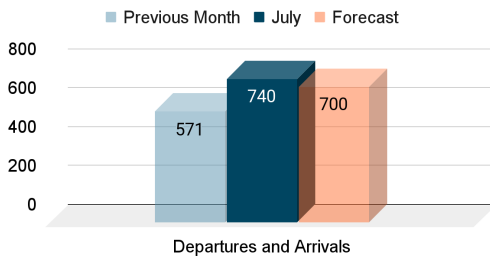
Respectfully,

Michael McElwee
Executive Director

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Airport Activity: The 4S2 FBO saw an increase in activity during the month of July due to favorable weather conditions and a relaxation of Statewide COVID restrictions. The increase in through traffic has resulted in the FBO being staffed during normal business hours.

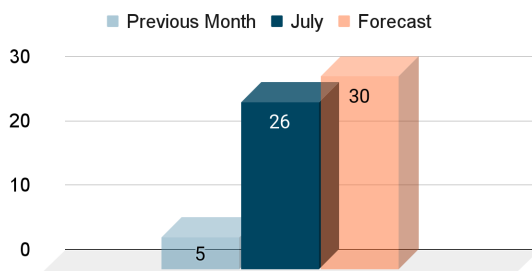
Aircraft Operations



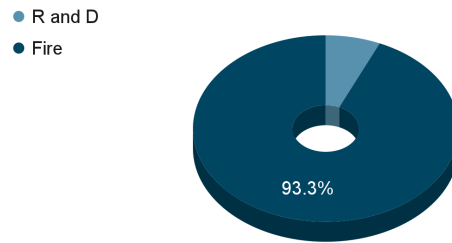
Night Flights:

Fire season has kicked off and so have the Forest Service requests for imagery. Most of the tasking involves taking off prior to sunset, flying multiple mapping missions after dark over various fires, and returning to a full stop landing after dark. These missions are forecasted to continue throughout the fire season. No other night specific events for technology R&D or verification were scheduled in July.

Night Events

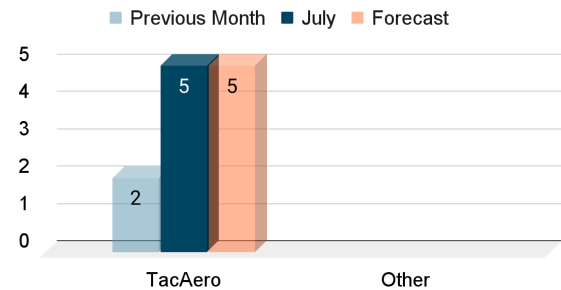


Night Flight Type

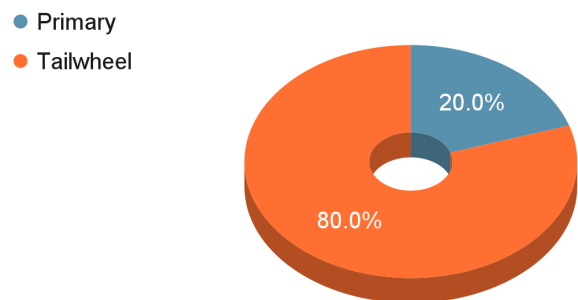


Flight Training: Favorable weather also resulted in a general increase in training requests. TacAero continues to strive to steer customers and potential customers to KDLS for Flight Training, but some have specifically requested 4S2. These are mostly more advanced and do not focus on repetitive airwork within the local pattern.

Flight Training Events

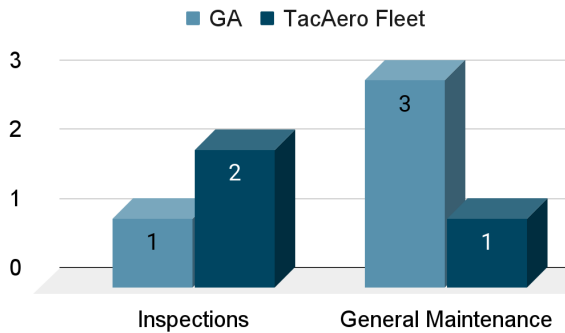


Training Type



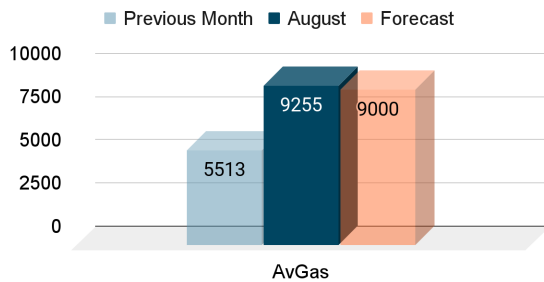
Maintenance Activity:

Maintenance Operations



Fuel Sales:

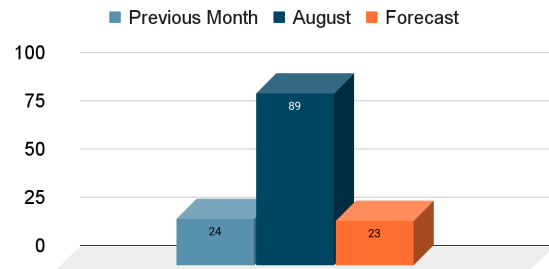
Fuel Sales (Gallons)



Fuel Flowage Fees:

A flowage fee schedule has not been proposed as of yet. This section will be dedicated to the communication of flowage fees when they are established. The following graphic contains fictitious data but is representative of the information that will be provided.

Flowage Fees



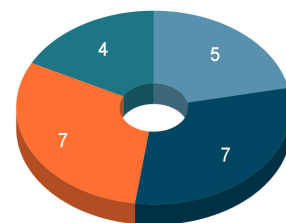
Tie Down Activity:

- 23 total spots.
- 87% utilization for July.
- \$210 collected*

*Tags left on non-paying aircraft to contact FBO.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs
- Transient
- Used not paid



Noise Feedback:

No noise complaints taken by the FBO in July.

Pilot Feedback:

No specific pilot feedback given to the FBO in July.

Airport Surfaces:

- Runway Conditions
 - 7/25: No concerns noted.
 - Grass Strip: No concerns noted.
- Ramp Conditions
 - North Ramp: No concerns noted.
 - South Ramp: No concerns noted.
 - South Gravel: Weeds need to be sprayed. 2nd row from the East tie downs have no tail anchors.
- Taxiway Conditions
 - Blue lights mentioned below. Other taxiway conditions are OK.

Facilities:

- North hangars: Large dent and dirty floor of hangar B11.
- Weeds are coming out of the taxiway that need to be sprayed.
- Operations hangar: Weeds need to be sprayed.
- Bue Hangar: Weeds need to be sprayed.
- Collins Hangar: Weeds need to be sprayed.

Lighting:

- 7/25 blue marker lights have a few bent on the East side threshold.

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Commission Memo



Prepared by: Michael McElwee
Date: August 24, 2021
Re: HDR Bridge Contract Amendment No. 2 to Task Order 11

On June 16, 2015, the Commission approved a master contract (“Contract”) with HDR Engineering (“HDR”) for a variety of bridge engineering tasks. Under the Contract, engineering tasks that the Port needs are identified with a specific task order (“T.O.”). On June 18, 2019, the Commission approved Amendment No. 1 to the Contract extending it through June 30, 2021. On June 22, 2021, the Commission approved Amendment No. 2 extending the Agreement through June 30, 2023.

On February 16, 2021, the Commission approved Task Order No. 11 to carry out several initial engineering tasks to determine the feasibility of reinforcing the Bridge to restore the 80,000 lb. weight limit. At the July 13, 2021, meeting, the Commission reviewed the preliminary weight limit restoration analysis and heard from Mark Libby, P.E. on the next steps to determine the feasibility of weight limit restoration. At their August 3, 2021 meeting the Commission discussed the scope of services and additional clarification on the application of public contracting statutes governing work of this type.

The attached Task Order No. 2 includes specific live-load testing steps and engineering analysis to clarify the specific areas where structural reinforcement will be required to restore the prior weight limit and which areas already meet capacity thresholds. Once this work is completed and the findings approved by ODOT, the Port should have a clear picture of the cost and feasibility of restoring the 80,000 lb. weight limit.

This contract amendment has been reviewed by the Port’s General Counsel who has confirmed its conformance with State of Oregon Statutes related to public contracting statutes, specifically, *Public Improvements/Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, Land Surveying and Related Services* (ORS 279C.100-125).

RECOMMENDATION: Approve Amendment No. 2 to Task Order 11 of the Master Services Agreement with HDR Engineering, Inc. for engineering services associated with live load testing and weight limit restoration feasibility.

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TASK ORDER 11 – Amendment 2

SCOPE OF SERVICES for Load Posting Restoration

August 6, 2021

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, and Amendment 3 dated July 3, 2021. The Port and Consultant agree to extend the services and fee as amended below. Upon execution, this Task Order amendment shall supplement the Agreement as it pertains to the Services described below.

PART 2.0 SCOPE OF SERVICES

Task 1: Project Management & Administration

Continue to provide services as described under this task in original Task Order 11.

Task 2: Structural Analysis of Deficient Sections

Continue to provide services as described under this task in original Task Order 11.

Task 3: Load Testing Program (New Task)

Consultant shall:

- Coordinate and facilitate a load testing program for the bridge based on the Tech Memo submitted June 25, 2021 and the Live Load Testing proposal prepared by specialty subconsultant BDI. The Live Load Testing proposal is attached to this amendment and that scope of work and budget is incorporated by reference herein as a not to exceed limit.
- Coordinate with ODOT and the Port regarding the load testing program and implementation of results toward load rating analysis. Coordinate potential use of ODOT maintenance truck and driver for load test and Port provided traffic control flagging and manlift equipment, if available.
- Continue to evaluate structural assessments of the bridge, under Task 2, with the intent of determining if some of the proposed load testing scope can be eliminated by further analysis. This includes aspects of the recently found plans for the Washington Approach widening in 1996.
- Coordinate with BDI on the analysis of the field collected data to facilitate revised load rating analysis of approach spans, truss spans, floorbeams, and analysis of gusset plates.

- Provide a Live Load Test and Load Rating Analysis Report to summarize the activities and results of the live load testing and the results of the subsequent analysis.
- Present to the Port the findings and results of these efforts.

Assumptions

On-Call Services
MSA_Amendment3.TaskOrder11-AM#2.HDR

August 6, 2021

Page 1 of 3

The following assumptions are made:

- All deliverables shall be electronic in MS Word, MS Excel, and/or PDF format.
- Expenses for printing, shipping, and travel mileage for this Task Order are reimbursable at cost. Any specific expenses over \$100 require prior approval.
- Contract bid documents for approved rehabilitations to be developed as an amendment or separate task order.

Deliverables

The following items will be delivered to the Port:

- Field performance of instrumentation and live load tests.
- Live Load Test and Load Rating Analysis Report.

PART 3.0 PORT’S RESPONSIBILITIES:

Port shall provide access to Port properties as needed, and be available for mutually agreed upon times for site visits.

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by January 30, 2022.

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 \$235,693, (HDR fee of \$42,023; BDI fee of \$193,670) billed monthly based on actual staff hours expended. The new not-to-exceed fee for the Task Order is \$293,693. 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.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 2021.

PORT OF HOOD RIVER

HDR ENGINEERING, INC.

“Port”

“Consultant”

BY:

BY:

NAME: Michael S. McElwee

NAME: Tracy Ellwein

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 1000 E. Port Marina Drive
Hood River, Oregon 97031

1050 SW 6th Ave
ADDRESS: Suite 1800
Portland, OR 97204

On-Call Services
MSA_Amendment3.TaskOrder11-AM#2.HDR

August 6, 2021

Page 2 of 3

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Attachment A - HDR Fee Proposal

Level of Effort		HDR Engineering											BDI		Total Fee includes sub-consultant mark-up and escalation)			
		Principal-In-Charge	Project Manager	Sr. Bridge Engineer	Bridge Engineer	Bridge EIT	CAD Technician	Project Accountant	Project Admin. Ass	Hours	Labor	Travel	Total Expenses	HDR Fee		BDI Proposal	Subconsultant Total	
Hide these rows before submittal	Staff Names	Siebenaler, April Sandvig	Libby, Mark A	Frankl, Bernard Anthony	Clark, Carly Ross	Timilsina, Santosh	Gonsior, Heather E	Bakley, Kristine L	Craven, Rebecca J									
	Actual Raw Rates (for rate calcs) Escalated Raw Rates (for booking)	\$92.86	\$91.32	\$64.97	\$48.69	\$39.31	\$44.44	\$31.52	\$27.00									
		\$ 92.86	\$ 91.32	\$ 64.97	\$ 48.69	\$ 39.31	\$1.00	\$ 31.52	\$ 27.00									
	Billable Rates	\$297.15	\$292.22	\$207.90	\$155.81	\$125.79	\$142.21	\$109.69	\$150.83						\$ 1			
Task Description																		
Task 001	Project Management & Meetings																	
	Project coordination		4							4	\$ 1,169		\$ -	\$ 1,169		\$ -	\$ 1,169	
	Project invoicing and reporting		4					4		8	\$ 1,608		\$ -	\$ 1,608		\$ -	\$ 1,608	
	Quality reviews and management	2	4	16				1	1	24	\$ 5,350		\$ -	\$ 5,350		\$ -	\$ 5,350	
										0	\$ -		\$ -	\$ -		\$ -	\$ -	
	Sub-total	2	12	16	0	0	0	5	1	36	\$ 8,127	\$ -	\$ -	\$ 8,127	0	\$ -	\$ 8,127	
Task 002	Structural Analysis of Deficient Sections																	
	Review specific structural analysis for RF's < 0.95		4		16	16				36	\$ 5,674		\$ -	\$ 5,674		\$ -	\$ 5,674	
	Identify sections for site-specific load testing		4		16	16				36	\$ 5,674		\$ -	\$ 5,674		\$ -	\$ 5,674	
	Develop scope and fee for load testing program									0	\$ -		\$ -	\$ -		\$ -	\$ -	
	Develop rehabilitation alternatives and cost estimates									0	\$ -		\$ -	\$ -		\$ -	\$ -	
	Technical Memorandum									0	\$ -		\$ -	\$ -		\$ -	\$ -	
	Present to Commission		6							6	\$ 1,753		\$ -	\$ 1,753		\$ -	\$ 1,753	
										0	\$ -		\$ -	\$ -		\$ -	\$ -	
	Sub-total	0	14	0	32	32	0	0	0	78	\$ 13,102	\$ -	\$ -	\$ 13,102	0	\$ -	\$ 13,102	
Task 003	Load Testing Program																	
	Facilitate load testing program		12		4	4				20	\$ 4,633	\$ 110	\$ 110	\$ 4,743		\$ -	\$ 4,743	

Coordination with ODOT		4		4	4				12	\$ 2,295		\$ -	\$ 2,295		\$ -	\$ 2,295
Load rating analysis and coordination		8	4	16	16				44	\$ 7,675		\$ -	\$ 7,675		\$ -	\$ 7,675
Live Load Test and Load Rating Analysis Report		8	4	8	8			4	32	\$ 6,025	\$ 55	\$ 55	\$ 6,080		\$ -	\$ 6,080
BDI Subconsultant fee									0	\$ -		\$ -	\$ -	\$ 193,670	\$ 193,670	\$ 193,670
									0	\$ -		\$ -	\$ -		\$ -	\$ -
Sub-total	0	32	8	32	32	0	0	4	108	\$ 20,629	\$ 165	\$ 165	\$ 20,794	193670	\$ 193,670	\$ 214,464
Hours	2	58	24	64	64	0	5	5	222					193,670		
Fee	\$594	\$16,949	\$4,990	\$9,972	\$8,051	\$0	\$548	\$754		\$ 41,858	\$ 165	\$ 165	\$ 42,023	\$193,670	\$ 193,670	
Escalation	\$ -															
Sub-consultant Budget w/ Mark-up														\$ 193,670		
Total														\$ 235,693		



Attachment B - BDI Proposal

Mark Libby, PE
HDR

July 27, 2021

1050 SW 6th Avenue, Suite 1800
Portland, OR 97204
503.423.3757

SUBJECT: Proposal for Live-Load Testing Port of Hood River Bridge over Columbia River

Mark,

Attached is a revised proposal to perform live-load tests and load rating support on the Port of Hood River Bridge (# 06645). Primary changes in this draft are the selection of truss spans for load testing and the budget has been broken down by bridge section to simplify budget calculation for selected tasks. It is assumed that this contract would be a time and materials project. The provided budget is realistic for the specific tasks but only an estimate.

We are proposing to load test three adjacent truss spans (Truss Spans 2, 3 & 4). The truss spans will be instrumented and load tested together within a single test setup to minimize impact on traffic. Load testing and analysis will be focused on regions with substandard load limits with the goal of potentially increasing load ratings through field verified models.

Our intended deliverables will include a report with load ratings for primary structural members on the approach spans and truss spans examined. For gusset plates with substandard ratings, we plan to provide dead-load and live-load forces (axial and flexural) that are received by the gusset plates.

This proposal provides our assumptions on scope of work, testing procedures including access, list of required field support, and estimated budget. Because access will be challenging and we may have limited work windows, I have been conservative on the field time. Therefore, this estimate is likely conservative and can be considered a Not-To-Exceed budget. Some of the support costs such as Safety Boat and operator, hanging scaffolding, and aerial lift are estimated at this point. I will provide actual quotes once scope and access methods are finalized. Billing would be based on actual invoices.

If you have any questions regarding this proposal, please call any time at 303-877-9498. I appreciate the opportunity to provide you with this bid and look forward to a positive response. Sincerely,

Brett Commander, PE
Principal Engineer M:
303.494.3230
commander@bditest.com

cc: Nathan Dubbs (BDI)

Attachments:
BDI_Proposal_POHR-LLT_V2.pdf

Live-load Test Proposal

Port of Hood River Bridge



Version 2
Submitted July 23, 2021

CONFIDENTIAL INFORMATION

This proposal contains Confidential Information, is the property of Bridge Diagnostics, Inc. (BDI), and is submitted in confidence to the customer representatives solely for their use in evaluating the proposal. The submission of the information contained in this proposal shall not be deemed to constitute public disclosure or authorization for disclosure to other parties. This document shall not be disclosed outside the company and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal. BDI's information and name may not be used in advertising or for promotional purposes without BDI's written consent.

SCOPE OF WORK

The Port of Hood River (POHR) Bridge currently has substandard load ratings at several locations, requiring the bridge to be posted for permit vehicles with heavy axle loads or gross vehicle weights over 80,000 lbs. The load ratings were generated through conventional analyses utilizing load distribution factors. The goal of load tests and refined analyses would be determination of accurate load distribution and potentially improved load ratings. Results from the load tests would provide important information towards recommended strengthening and repair work. Current load rating deficiencies are outlined in an HDR memo dated 1/22/2021 – Hood River Bridge – Load Rating Results.

BDI proposes to perform load testing and load rating services to support HDR's analysis and strengthening recommendations. BDI's scope of work would include instrumentation and load tests to capture structural responses during controlled load tests, refined structural analyses and model calibration with measured responses, load rating of specific regions of the bridge, and load demands required by specific truss gusset plates.

Spans to be load tested are listed below along with testing goals and potential load rating gains. Span selection was based on HDR load rating notes provided in Figure 1.

- + Truss Span 2: This span has substandard load ratings in the floor-system floorbeams. Load tests will focus on the load distribution through the floor-system and accurate floorbeam load ratings will be obtained from a field calibrated model.
- + Truss Span 3: This span has substandard load ratings in three bottom chord gusset plates (symmetric). Instrumentation will be designed to measure axial force and bi-axial flexure of the members going into the gusset plates. Additional truss members will be instrumented to indicate why forces are different than expected (most likely bearing resistance at piers). Load ratings will be generated for primary truss members using a field verified FEA model of the truss span. Load tests and subsequent analysis will also provide actual forces applied to gusset plates connecting diagonal and vertical members to bottom chord. These force envelopes (axial and flexural) will be provided to HDR for further analysis and load rating of Gusset Plates.
- + Truss Span 4: This is a more typical truss span with two bottom chord gusset plates having deficient load ratings. Instrumentation would be similar to Span 3.
- + Steel Beam Approach Span (Oregon side): Two spans of the steel stringer spans have deficient load ratings for positive moment in the interior beams. Load tests and detailed analyses will provide accurate load distribution among all of the steel stringers. Given the number and spacing of the beams, a significant improvement in load distribution is expected. The presence of composite behavior of the steel beams and concrete deck can be determined from the load tests. If composite behavior is found to exist and to be consistent, a serviceability load rating of the composite action can be performed based on an allowable shear stress at the bond interface.
- + Concrete Beam Approach Span (Washington side): Interior beams of several spans have deficient load ratings at midspan. Load tests and subsequent analyses will provide accurate load distribution and load ratings for interior and exterior beams.

The following sections provide a list of assumptions as well as BDI's capabilities and policies, and an estimated budget. Detailed descriptions of BDI's test procedures and reports can be found on our website at BDITest.com. Questions regarding this proposal can be directed to Brett Commander at commander@bditest.com.

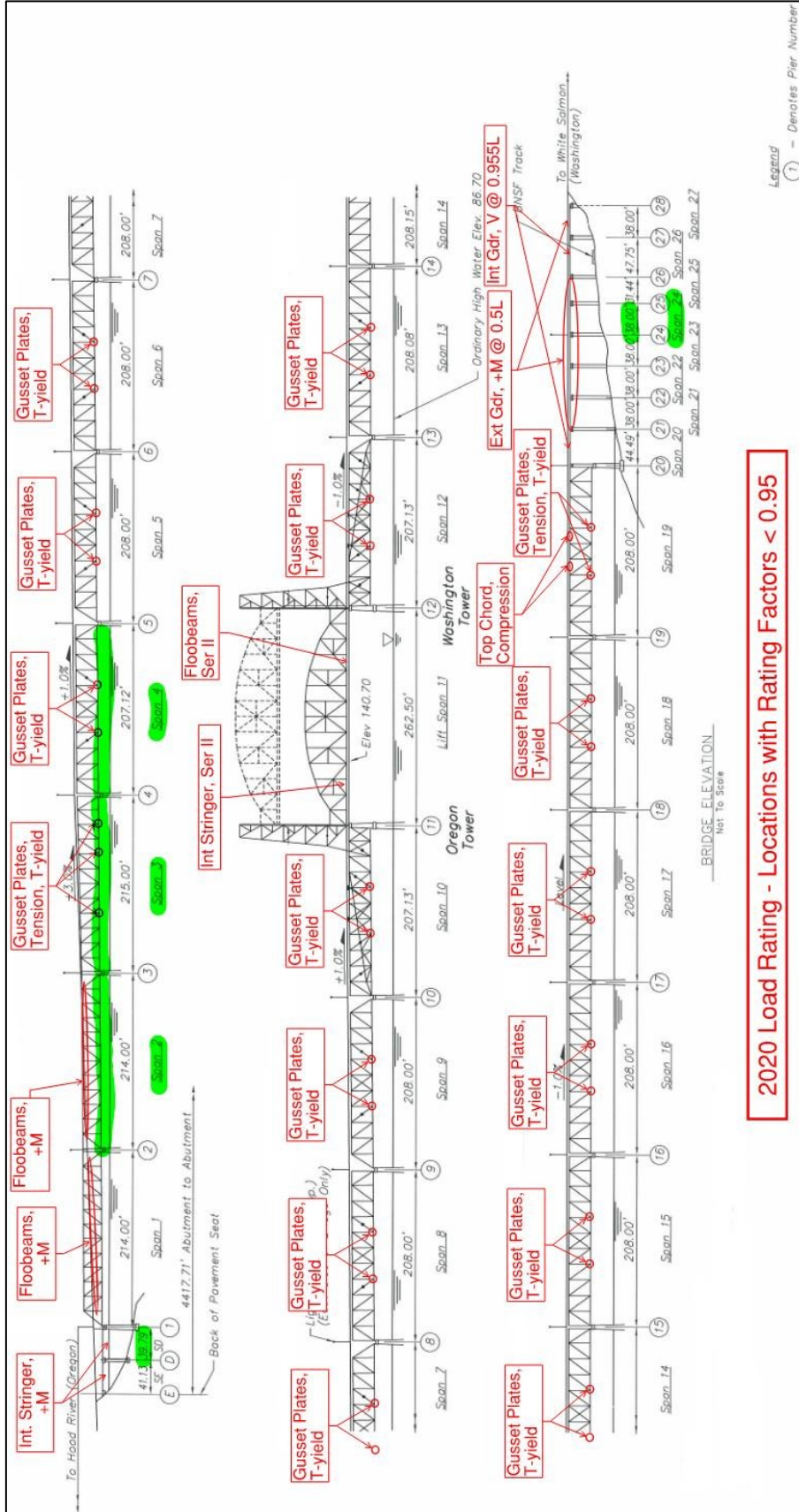


Figure 1 Locations with Rating Factors < 0.95 (2020 Load Rating - HDR)

ASSUMPTIONS AND PROCEDURES

BDI made the following assumptions in order to develop this proposal:

Truss Spans

- + Load test instrumentation on truss spans will be designed to address known load rating deficiencies. Spans 2, 3, and 4 will be instrumented and tested as a single unit to improve efficiency with access and minimize traffic disruption.
- + Instrumentation on Span 2 will be primarily on floor-beams and stringers so that realistic load distribution and flexural moment applied to the floor-beams can be determined. This will include distribution of load through floor system as well as end-restraint provided by truss vertical members.
- + Spans 3 and 4 will be instrumented to determine load demand requirements of the bottom chord and specifically the gusset plates with substandard load ratings. Instrumentation will be applied to truss members going into the gusset plates as well as truss members near the bearings. If loads are different than expected it will be important to determine why. Load distribution among the trusses will not vary significantly from expected, but presence of end-restraint at the bearings will significantly reduce bottom chord forces. Span 3 was selected as it has three gusset plate locations with substandard load ratings. Span 4 was selected as it is one of the more typical trusses. Members connected to gusset plates with deficient load ratings will be instrumented to capture axial and biaxial flexural responses. Data obtained from the load test will be processed to generate force values for the test vehicle. Force values for load rating vehicles will be generated from a calibrated FEA model. One truss (upstream or downstream) will be heavily instrumented while the other truss will have sufficient instrumentation to verify level of performance symmetry.
- + Once instrumentation is installed on the three truss spans, live-load tests can be performed where a test truck is driven across the instrumented spans at crawl speed. Truck position will be monitored during each tests so all recorded bridge responses will be related to a known load condition.
- + Access to the two truss spans will be achieved via SPRAT ropes. A conservative time estimate to instrument, test, and remove instrumentation from each truss span is 4 days each. There are several challenges associated with testing these truss spans:
 - ✦ Narrow roadway and high-volume traffic may present narrow work windows. Lane closures will be periodically required for access and support from above to provide supplies and move access anchors.
 - ✦ Instrumentation will be relatively slow due to structure climbing truss and ropes access. ✦ Safety boat will be required during all work over water when utilizing ropes.
- + Load tests will require periodic lane closures and full closures for short periods while actual tests are performed (5-minute durations). During load testing, it is recommended that a lane be closed for a distance of five spans (Truss Spans 1 through 5) over a 2 to 3-hour period and then close both lanes as the test truck is lined up and crosses the bridge. The test truck can then be backed up into the closed lane and let traffic clear. Approximately 6 truck crossings will be required for each span test.

Approach Spans General

- + Instrumentation on beam-slab approach spans will be designed to capture effective beam stiffness (EI), effects of bearing conditions, and lateral load distribution. Field verified models of each tested span will be load rated for the required vehicle loads.
- + Additional spans (not tested) can be load rated using the resulted distribution factors or model parameters, however, this additional work has not been included in the current scope or budget.
- + Due to relative locations of spans to each other and amount of instrumentation required, it is assumed that WA and OR approach spans will be instrumented and tested independently. This includes instrumentation, controlled load tests with a truck of known weight, and instrumentation removal. Once the span testing is complete, the process will be repeated at the next location.

Washington Approach Spans

- + The Washington concrete beam approach span will require 2.5 days; 1.5 days for access setup and instrumentation, 0.5 days for testing, and 0.5 days for equipment removal.
- + Access to this span is difficult due to height, ground conditions, and lack of bottom flanges to anchor ropes to. The most likely access scenario will be suspended scaffolding planks, similar to Figure 2. It is expected that rigging and setup will add a half day to the instrumentation process. Prices for scaffolding planks has only been estimated at this point.
- + Traffic control will be required during the rigging of the access planks, which will require lane closures for the span being instrumented. Approximately 6 15-minute lane closures will be required during installation and again for equipment removal.

- + Traffic control will be required for load testing portion as well, which would last approximately 3 hours. One lane should be closed for the duration of the testing process (3 hours) with total road closure for qty (6) 5-minute intervals as the test truck crosses the span and returns to the staging area within the closed lane. Traffic can be cleared after each truck crossing. Closure distance includes the span tested and adjacent spans.

Oregon Approach Spans

- + The Oregon steel stringer approach span load test will require 2 days for the complete process: 1-day for instrumentation and 1day for load testing and instrumentation removal.
- + Access will be in the form of an aerial lift below the span crossing the paved bike path. Estimated cost of aerial lift has been included in the below budget.
- + Traffic control will be required during the load testing portion only, which would last approximately 3 hours.
- + 1 lane should be closed for the duration of the testing process (3 hours) with total road closure for qty (6) 5-minute intervals as the test truck crosses the span and returns to the staging area within the closed lane. Traffic can be cleared after each truck crossing. Closure distance includes the span tested and adjacent spans.



Figure 2 Proposed access method for Washington Approach Span with RC T-beams

General Assumptions

- + BDI instrumentation and test plans will be approved by HDR prior to mobilization to site.
- + A minimum of a 4-week notice-to-proceed will be given prior to test date. This is required so that instrumentation plans can be developed and approved. In addition, test date can be scheduled at least two weeks prior to the test date to avoid premium mobilization fees.

DELIVERABLES

After load tests are completed, the following deliverables are proposed:

- + BDI will provide a data report for each span tested that will include:
 - + All instrumentation and test procedures
 - + Review of data quality and measured results
 - + Load Rating of specified elements from tested spans: Beams on approach spans, floor-beams and stringers on Truss Span 2, and truss members on Spans 3 and 4. This does not include gusset plate load rating for the trusses.
 - + Results for Truss Spans 3 and 4 will also include tables of enveloped forces (axial and flexural) for members connected to gusset plates with substandard load ratings.
- + Raw data in Excel format (upon request).

SCHEDULE

Estimated schedule relative to Notice-to-Proceed date:

Task	Start time	Duration
Instrumentation plans and test procedures	Week 1	1 week
Approval and plan revisions	Week 2	1 week
Equipment prep and shipping	Week 3	1 day
Field Testing Truss Spans	Week 4	8 days
Field Testing Oregon Approach Span	Week 5	2 days
Field Testing Washington Approach Span	Week 5	3 days
Analysis, Load Rating, Report	Week 6	4 to 8 weeks

REQUIRED FIELD SUPPORT

Following is a list of required field support that can be provided by the client, bridge owner, or subcontracted by BDI. The supporting agency may have some of these services available and could provide for efficiency and reduced overall cost.

- + Access: BDI will provide ropes access on truss span as well as the ropes, scaffolding plank, and rigging for Washington approach span. Access at the Oregon approach span will require an aerial lift on the pedestrian span. An estimate for BDI to obtain the lift has been provided in the budget, but the state or port may have better rental prices.
- + Safety Boat: Safety boat will be required during over water access via ropes. This price has also been estimated within the budget, HDR or state may have better options.
- + Traffic Control: Traffic control in the form of flaggers on both sides of work area will be required. Cones and barricades may be required on pedestrian path below Oregon approach span. It is assumed that the traffic control will be provided by the client and has not been included in the budget.
- + Load Vehicle: A sufficiently heavy vehicle, generally a 3-axle dump truck or similar, loaded near current legal load limit. The loaded vehicle must be weighed at a local scale with separate weights for steering and drive axles.

BDI SAFETY PROGRAM

BDI takes safety very seriously and develops a Job Hazard Analysis (JHA) for each field mobilization. This JHA is used as the basis of the safety overview that is held to discuss each structure individually before BDI’s team mobilizes to the site. Any additional safety concerns are added during this meeting. Finally, a ‘toolbox briefing’ is held prior to beginning work each day. All of these documents can be provided for the specific project prior to mobilization upon request. In addition, BDI engages the services of a safety consultant to routinely review and update its safety program. This consultant is on 24-hour-on-call so that BDI field employees can discuss any unanticipated hazards and rectify an unsafe working environment.

BDI field personnel have the following safety training credentials:

- OSHA 10-Hour Hazard Awareness • OSHA 30-Hour Construction Emphasis
- USACE 385-1 and BOR Regulations
- Fall Protection Awareness



- OSHA Scaffold Competent Person
- Hand & Power Tool Safety
- Aerial Work Platform Operator Safety Awareness
- Traffic Safety Awareness
- Confined Space Entry
- First Aid/CPR
- Breathing Apparatus Fit & Pulmonary Testing
- Various Railroad awareness and safety programs (exact programs can be provided upon request)
- Mechanical System Lockout/Tagout
- SPRAT Ropes Access Training

INSURANCE

BDI carries the following insurance:

- + General Liability
- + Professional Liability
- + Worker’s Compensation
- + Automobile

BDI can issue an ACORD certificate specifying coverage levels upon request. Please allow five working days for response. If additional specialized insurance or bonds are required beyond the levels currently carried by BDI, any premiums and expenses associated with obtaining such coverage shall be added to final invoice.

BDI BUSINESS PRACTICES AND POLICIES

BDI is a small business per SBA guidelines and is also registered as a government contractor under our CAGE Code 1GYL8 (DUNS 557400785). BDI understands the importance of business systems with respect to their impact on project performance, therefore we have made efforts to ensure that they have been built and are maintained against the high standards of the federal government. We chose to model our accounting system against the rules and regulations of the Department of Defense as their standards are the most comprehensive. By having our accounting and timekeeping in compliance with DoD standards, we are also compliant with the FAR part 31 and AASHTO guidelines. Therefore, we can assure all our customers the confidence that BDI’s procedures for accruing and allocating project expenses are of the highest standards.

In addition, BDI has placed great importance on implementing solid policies and procedures for other aspects of our organization and its business systems. In following the perspective we took with our accounting system, BDI has put into place policies and procedures that are compliant with federal regulations. Again, we can assure all our customers the confidence that BDI performs our projects with the highest technical and business integrity.

BUDGET

Below is a proposed budget breakdown for completing the above scope of work. The budget is broken down by task including preparation and management, Truss Spans, Oregon Approach Span, and Washington Approach Span. Actual cost will be based on Time and Materials but this provides a realistic estimate. Please contact BDI to request further breakdowns or additional information.

Table 1 Budget Estimate

Description of Task	Item Fee	Task Fee
Project Prep, Management, and Admin Fee	\$9,180	
Pre-Field and Preparation Work	\$7,260	\$16,440
Truss Span 2 - 4 LLT Mobilization Fee	\$11,060	
Truss Span 2 - 4 LLT Equipment & Usage Fees	\$14,970	
Truss Span 2 - 4 LLT Field Work Fee	\$44,180	
Truss Span 2 - 4 Analysis & Reporting Fee	\$32,840	
Safety boat and operator - 8 days Truss Spans (estimate only)	\$8,000	\$111,050



OR Approach Equipment & Usage Fees	\$4,040	\$28,130
OR Approach Field Work Fee	\$11,950	
OR Approach Analysis & Reporting Fee	\$10,140	
Aerial lift 2 days at OR Approach (estimate only)	\$2,000	
WA Approach Equipment & Usage Fees	\$7,440	\$38,050
WA Approach Field Work Fee	\$19,470	
WA Approach Analysis & Reporting Fee	\$10,140	
Scaffolding planks including delivery/pickup 2 days WA Approach (estimate only)	\$1,000	
Total Project Fee =		\$193,670

Notes:

- Field work based on Qty(12) 10-hours days and Qty(1) standby day with 4 BDI personnel (1 project manager, 2 ropes technicians, and 1 L3 ropes supervisor)
- Direct costs for lodging and per-diem are based on GSA rates for 2021.
- Billing Terms: The project will be invoiced monthly based on time and materials. Receipts will be provided for all direct costs other than per-diem meals and lodging.
- BDI complies with DCAA (Defense Contracting Auditing Agency) guidelines for tracking project labor and expenses. All rates and accounting practices are auditable and transparent.
- Hourly rates, Equipment Costs, overhead, and profit and provided in Table 2 through Table 3.

Table 2 BDI Business Rates

2020 Business Costs			
2020 Overhead & Profit Rate			
BDI Overhead Rate			1.90477
Direct Salary Multiplier			2.90477
Profit Rate Tax			10.00%
on Labor			0.00%
State the Work/Equipment is Going			OR
Sales Tax on Equipment & Directs			0.00%
2020 Labor Rates			
Staff Titles	Base Rate	Billing Rate	Fully Loaded
Principal Engineer	\$77.00	\$223.67	\$246.04
Senior Engineer	\$61.50	\$178.65	\$196.52
Project Manager	\$51.00	\$148.15	\$162.97
Project Engineer	\$44.00	\$127.81	\$140.60
Engineering Technologist	\$40.00	\$116.20	\$127.82
Staff Engineer	\$35.50	\$103.12	\$113.44
Assistant Engineer	\$31.50	\$91.51	\$100.67
Graduate Engineer	\$27.00	\$78.43	\$86.28
Senior Technician	\$28.00	\$81.34	\$89.48
Technician	\$23.00	\$66.81	\$73.50
Accountant	\$47.00	\$136.53	\$150.19
Project Administrator	\$29.00	\$84.24	\$92.67

2021 Travel Rates (per person)
GSA Rates Link
Enter all rates in Direct Worksheets

Table 3 BDI Equipment Costs

BDI Instrumentation Fees		
Structural Testing System (STS)		
Base STS Cost per Channel		\$1,422.00
Average Sensor Cost		\$618.00
Full Set of Field Installation Tools		\$12,500.00
Average usage per year	70 Days	
Pay Back Period	2 Years	
Base Per Channel Usage Fee	\$14.58 per Day	
Base Field Installation Tool Usage Fee	\$90.00 per Day	
Ropes Access Equipment		
Base Ropes Gear Per Person Cost		\$6,000.00
Average usage per year	45 Days	
Pay Back Period	0.667 Years	
Base Per Person Usage Fee	\$201.00 per Day	
General NDE & Tools (IE, US, PS, HCP, ER, RCT)		
GPR & Software		\$30,000.00
Field Tools		\$2,500.00
Disposables		\$250.00
Average usage per year	60 Days	
Pay Back Period	3 Years	
Base Usage Fee	\$182.00 per Day	
Residual Stress Testing Equipment		
Drilling Tool & Software		\$6,800.00
4-Channels of STS Hardware		\$58.32
Tools		\$1,500.00
Average usage per year	10 Days	
Pay Back Period	2 Years	
Base Set Usage Fee	\$474.00 per Day	

Torque Testing Equipment		
Torque Tracks Hardware		\$3,800.00
1-Channels of STS Hardware		\$14.58
Tools		\$1,500.00
Average usage per year	17	Days
Pay Back Period	5	Years
Base Per Channel Usage Fee		\$77.00 per Day
Vehicle Weigh Scales		
Set of 4 Scales		\$7,200.00
4-Channels of STS Hardware		\$58.32
Tools & Transportation Cases		\$500.00
Average usage per year	10	Days
Pay Back Period	5	Years
Base Set Usage Fee		\$213.00 per Day
SounDAR		
SounDAR Field Device		\$250,000.00
SounDAR Automated Algorithm		\$150,000.00
SounDAR 3 year Data Storage		\$5,000.00
Average usage per year	90	Days
Pay Back Period	3	Years
Base Usage Fee		\$1,500.00 per Day
Coring		
Equipment		\$15,000.00
Average usage per year	60	Days
Pay Back Period	2	Years
Base Usage Fee		\$127.78 per Day
Rebound Hammer		
Equipment		\$2,000.00
Average usage per year	60	Days
Pay Back Period	2	Years
Base Usage Fee		\$17.66 per Day
MIRA Tomography		

Equipment		\$35,000.00
Average usage per year	60 Days	
Pay Back Period	2 Years	
Base Usage Fee	\$292.00	per Day
Surveying Equipment		
Equipment		\$30,000.00
Average usage per year	60 Days	
Pay Back Period	2 Years	
Base Usage Fee	\$250.00	per Day
Advanced UT NDT		
Hardware		\$75,000.00
Software		\$24,750.00
Disposables		\$250.00
Average usage per year	60 Days	
Pay Back Period	3 Years	
Base Usage Fee	\$556.00	per Day

EXPERIENCE WITH SIMILAR PROJECTS

RFK Bridge Bronx, NY – Instrumentation and fatigue monitoring



Huffaker Forest Service Bridge, Randall, WA – Live-load Test and Load Rating

HDR – Port of Hood River Bridge Live-load Test

EQUIPMENT SPECIFICATIONS

STS4 WIRELESS STRUCTURAL TESTING SYSTEM

DESCRIPTION

The new STS4 from BDI is the world's only data acquisition system that has been designed by civil engineers expressly for structural testing. This next-generation wireless system is rugged, highly efficient, and compatible with existing STS-WiFi systems.

BDI has developed our STS systems based on the experience we've gained through testing hundreds of structures all over the world in difficult field conditions. Because we've slogged through the mud, rappelled from ropes, and swayed in bucket trucks—all in bad weather—we know that ease-of-use is a must. Therefore, all of our sensors are very easy to install, the software is simple to operate, and the built-in sensor verification routines ensure you'll collect quality data. The field time saved using the STS4 compared to standard data acquisition systems will more than pay for itself after just a few uses.



STS4 PRIMARY NODE



APPLICATIONS

- Highway and Railroad Bridges: Steel, concrete, timber, FRP
- Lift Bridges: Wirelessly record torques, displacements, and other parameters
- Hydraulic Structures: Radial gates, nav-lock, lift, and miter gates.
- Laboratory Testing: Ideal to help students understand the capabilities of sensor measurements and data acquisition equipment.
- Cable Forces: Use our BDI Accelerometers to help measure in-situ cable forces.

WWW.BRIDGETEST.COM

FEATURES
STANDARD STS4 FEATURES

- A complete wireless "turn-key" load testing system
- Intelliducer sensors automatically identify themselves — no tracking channel numbers!
- Standard 802.11b/g/n wireless protocol with wired Ethernet backup
- Backwards compatible with STS-WiFi systems.
- Existing owners can reuse their sensors

CAPABILITIES
NEW STS4 CAPABILITIES

Based on the larger ranges of sensors being used for structural testing, the new STS4 has all of the same features as our highly-successful STS-WiFi testing systems, but are smaller, lighter weight, and more versatile.

- New Extension Node: Communication and power for up to 16 data channels via the expansion port on the STS4 Primary Node.
- Auto Temperature compensation support for sensors with thermistors.
- Increased sensor voltage input range to ± 5.0 VDC
- Added internal SD Flash memory (up to 16 GB)
- Programmable excitation voltage (+1 to + 5 VDC)
- New +15 VDC unregulated excitation port
- Increased sample rate of up to 1,000Hz
- Programmable shunt capabilities to verify sensor functionality.
- Power over Ethernet support (POE)
Power one Primary Node and three Extension Nodes while trickle charging the battery!
- Internal Li-Ion battery with integrated charging circuitry
- More efficient power conservation modes
- Fully IP67 rated
- Compatible with existing WinSTS Software
- New, completely redesign STS-LIVE data acquisition software with graphing and evaluation capabilities. Mac OS X and multi-language support.
- Custom programming with LabView Support
- New STS Base Station, with wireless repeater capabilities (no cables between multiple Base Stations), increased range, and POE support.

SENSORS
STRUCTURAL TESTING SENSORS

Select from our ruggedized range of sensors below. Or, if you already have your own, chances are they can be configured to plug-and-play into the STS4, just send us your specifications. Many of the following sensors can be supplied with internal thermistors to allow for temperature compensation.

- BDI temperature-compensated strain transducers
- Tiltmeters
- LVDT's
- Accelerometers
- BDI AutoClicker Load Position Indicator
- Load cells
- String wire potentiometers
- Foil strain gage completion units
- Pressure transducers
- Wireless torque modules
- Piezometers
- Amperage transducers
- Universal terminal plug allows many other sensors

**WE STAND
BELOW OUR WORK!**



STS 4 EXTENDER NODE

	STS4-4-IW3	STS4-4-ID5 (Extender Node)
Measurement Type	Single-ended or Differential: voltage, millivolts, digital	Single-ended or Differential: voltage, millivolts, digital
Processor	Stellaris® Arm® Cortex™-M3	Stellaris® Arm® Cortex™-M3
Memory Internal Memory: Internal MicroSD Flash:	8 MB (Operating System) 2Gb Standard (Expandable to 16Gb), Auto measurement data back-up system.	8 MB (Operating System) 2Gb Standard (Expandable to 16Gb), Auto measurement data back-up system.
Maximum Sample Rate	1000 Hz	1000 Hz
Programmable Gain Settings	13 gain settings, ranging from 1mV diff. to 10V single ended	13 gain settings, ranging from 1mV diff. to 10V single ended
Analog to Digital Resolution	24-bit ADC	24-bit ADC
A/D Converter Type	Sigma delta	Sigma delta
Voltage Reference System	Ratiometric ¹	Ratiometric ¹
A/D Temperature Tolerance	Gain drift 1 ppm/°C	Gain drift 1 ppm/°C
Input Channels	4	4
Temperature sensor Inputs (Thermistor)	One per input channel	One per input channel
STS4-4-ID5 Support	Up to 3 Extension Nodes	n/a
Excitation Voltages		
V_x (programmable)	+0 to +5 VDC @ 20mA (per channel)	+0 to +5 VDC @ 20mA (per channel)
V₊₅	+15 VDC @ 200mA (combined)	+15 VDC @ 200mA (combined)
Analog Voltage Accuracy		
V_x (programmable)	16 bit resolution, typ. 5ppm/°C	16 bit resolution, typ. 5ppm/°C
V₊₅	±5%	±5%
Signal Input Voltage Range	±5.0 VDC	±5.0 VDC
Power Supply		
Li-Ion Battery	+10.8 VDC (Nominal), 6.2Ah, 67Wh	n/a
DC Supply	+24 VDC @ 3.0 Amp (max for charging)	n/a
Power over Ethernet	+48 VDC per - IEEE 802.3af	n/a
Node-to-Node	+9VDC to +24VDC, power source dependent (supply only)	+9VDC to +24VDC, power source dependent (input and supply)
Typical Power Consumption		
Base Consumption	0.7W	0.7W
Typical Acquisition²	1.5W	1.5W
Sleep Mode	<10mW	<10mW
Communication		
Wireless	802.11b/g/n (2.412 - 2.484 GHz)	n/a
Ethernet	10T-Base (TCP/IP)	n/a
Node-to-Node	Proprietary high speed Low Voltage Differential Signal communication protocol	Proprietary high speed Low Voltage Differential Signal communication protocol
Sensor Interface		
Connector	10-Pin Mil-Spec circular bayonet snap-lock, IP67 Rated.	10-Pin Mil-Spec circular bayonet snap-lock, IP67 Rated.
Intelliducer Support³	Yes	Yes
Physical		
Enclosure	Combination aluminum extrusion and high strength molded parts.	Combination aluminum extrusion and high strength molded parts.
Protection	IP67	IP67
Size	8.0in x 4.5in x 3.25in (203mm x 115mm x 83mm)	8.5in x 4.5in x 2.0in (215mm x 115mm x 51mm)
Weight	2.63 Lbs. (1200 g.)	1.37 Lbs. (625g.)
Operating Temperature Battery Operation: DC Supply Only:	-10°C to +55°C -30°C to +65°C	n/a -30°C to +65°C
Storage Temperature	-40°C to +85°C	-40°C to +85°C
Compliance		
CE	Coming Soon!	Coming Soon!
FCC	Coming Soon!	Coming Soon!
Wireless Module:	FCC, IC, and CE Certified	n/a
Computer Requirements for BDI Software		
WinSTS	Windows® XP, Vista, 7 (32 or 64-bit OS)	
STS-LIVE	Windows® XP, 7 (32 or 64 bit OS), MAC OS X 10.7 or Higher	
Interference To Third Party Software	Platform Independent TCP/IP client/server, LabView ⁴ support	
Multi-Language Support	STS-LIVE	
Warranty	3 Years	3 Years

¹ Ratiometric: The system reference voltages are all derived from the same high precision ultra stable source. Any residual drift would cancel excitation and ADC reference effectively canceling drift out.

² Typical power drain is calculated with four 350 Ω full bridge strain transducer connected to the system and collecting data at the highest sample rate possible. This does not include battery charging power consumption.

³ Intelliducer support refers to BDI's intelligent sensor connector interface. The intelligent sensor interface contains the sensor ID, calibration factor, gain setting, etc. within a memory chip inside the sensor connector.

⁴ BDI can provide a *.dll file for custom programming capabilities with LabView.

ST350 | STRAIN TRANSDUCER



SENSORS



THE ST350 STRAIN TRANSDUCER HAS BEEN DESIGNED TO QUICKLY AND ACCURATELY MEASURE STRAIN ON A VARIETY OF STRUCTURES IN HARSH FIELD ENVIRONMENTS. THIS 350Ω FULL WHEATSTONE BRIDGE STRAIN TRANSDUCER IS VERY ACCURATE, RUGGED, AND WATERPROOF. PROVIDING ROUGHLY 3.5 TIMES THE OUTPUT OF A TYPICAL FOIL STRAIN GAGE, THESE REUSABLE SENSORS ARE IDEAL FOR MEASURING LIVE-LOAD STRAIN ON STRUCTURES AND CAN BE INSTALLED WITHIN MINUTES IN ALL WEATHER CONDITIONS.

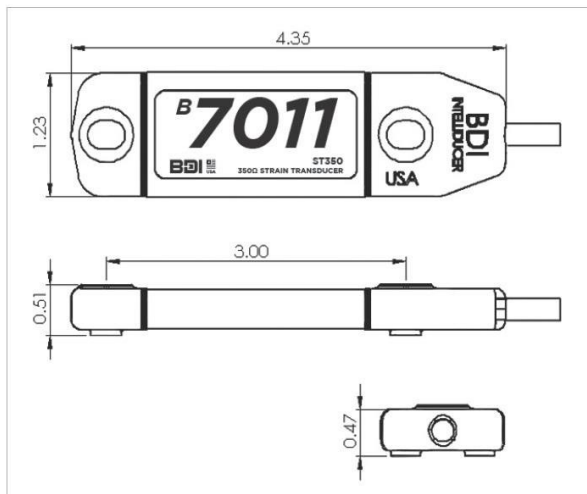
FEATURES

- + Cost effective
- + Installs in 5 minutes or less
- + Reusable, lasts for >10 years
- + Waterproof to 20ft (6 m)
- + Industrial cable, custom lengths
- + Standard millivolt output
- + N.I.S.T traceable calibration

APPLICATIONS

- + Steel
- + Pre-stress/post-tension concrete
- + Reinforced concrete
- + Timber
- + Fiber Reinforced Polymer (FRP)
- + Live-Load testing & monitoring
- + Laboratory testing
- + Fatigue monitoring
- + Tension rod forces

DIMENSIONS



STEEL



CONCRETE

SPECIFICATIONS

MODEL	ST350
TYPE	350Ω
CIRCUIT	Full Wheatstone bridge with 4 active 350Ω strain gages
EXCITATION VOLTAGE	+1.0 to +10.0 Vdc
OUTPUT	mV level, ratiometric to Excitation Voltage
OFFSET	< 1.5 mV at time and temperature of calibration
POWER: MAX TYPICAL INTELLIDUCER ¹	300 mW 72 mW @ +5.0 Vdc 13 mW @ +5.0 Vdc
STRAIN RANGE	±4,000 µε (Calibrated to ±2,000 µε)
FORCE REQUIRED FOR 1000 µε	~17 lbs (~76N)
TYPICAL SENSITIVITY	~500 µε/mVout/ Vin
ACCURACY ²	< ±1%
CALIBRATION	Individually calibrated using N.I.S.T. - traceable automated system. Calibration curve & factor provided
THERMISTOR (OPTIONAL)	3 kΩ - NTC
EFFECTIVE GAGE LENGTH	3.0 in (76.2 mm) [Gage Extensions available for R/C Structures]
CABLE	Custom lead cable length made to order: IC-02-187 [22 AWG 2 shielded pair, drain wire, red PVC jacket] IC-02-250 [22 AWG, 2 shielded pair, drain wire, blue PVC jacket] IC-03-250 [24 AWG, 3 shielded pair, drain wire, black PVC jacket]
HOUSING	Machined 6061 Aluminum Alloy
CORROSION PROTECTION	Hard Anodized Clear (MIL-A-8625 Type III)
WEATHER PROTECTION	Designed to exceed IP67 Optional 100 ft (30 m), waterproofing available
TEMPERATURE RATING ³	-58° to +176 °F (-50° to +80 °C)
SIZE	4.38 in x 1.25 in x 0.50 in (111 mm x 32 mm x 12.7 mm)
WEIGHT	0.19 lbs. (85 g)
MOUNTING	Through holes for ¼ in (M6) bolts or anchors Reusable mounting tabs (gluing/welding)

¹ Intelliducer connector required with STS Intelliducer data acquisition nodes.

² Accuracy defined at the calibrated 32,000 µε range.

³ Temperature limit based on instrumentation cable operating temperatures, call BDI for wide temperature range cable options.

Available in

OPTIONS & ACCESSORIES



Intelliducer Connector: Required for use with STS Intelliducer Nodes, cable is connected and potted for a weatherproof seal.



Integrated Thermistor: Temperature range of -55 °C to +220 °C, 30.5 °C accuracy.



Reusable Mounting Tabs: ¼-20 or M6, zinc plated steel mounting tab.



Tab Jig: Machined aluminum jig for safely attaching mounting tabs to the strain transducer. Includes either 7/16" or M10 end wrench.



Gage Extension: Machined aluminum 24 in (610 mm) gage length extension with 3.0 in (76 mm) increments



Extension Jig: Aluminum mounting jig for safely attaching gage extensions



Installation Jigs: Welding or concrete drilling jigs



Protective Covers: Insulated aluminum protective covers

T500 | ELECTROLYTIC TILTMETER



SENSORS



THE T500 TILTMETER IS AN ELECTROLYTIC FLUID-BASED TILT SENSOR THAT CAN BE USED FOR PRECISION ROTATION MEASUREMENTS, GENERALLY OVER A SHORT PERIOD OF TIME. THESE UNITS CONNECT DIRECTLY TO OUR STRUCTURAL TESTING SYSTEM, STRUCTURAL MONITORING SYSTEMS, AND ARE ALSO COMPATIBLE WITH MOST GENERIC DATA ACQUISITION SYSTEMS. THE RUGGED ALUMINUM HOUSINGS PROVIDE BOTH EASY MOUNTING AND MECHANICAL ZERO-ADJUSTMENT CAPABILITY.

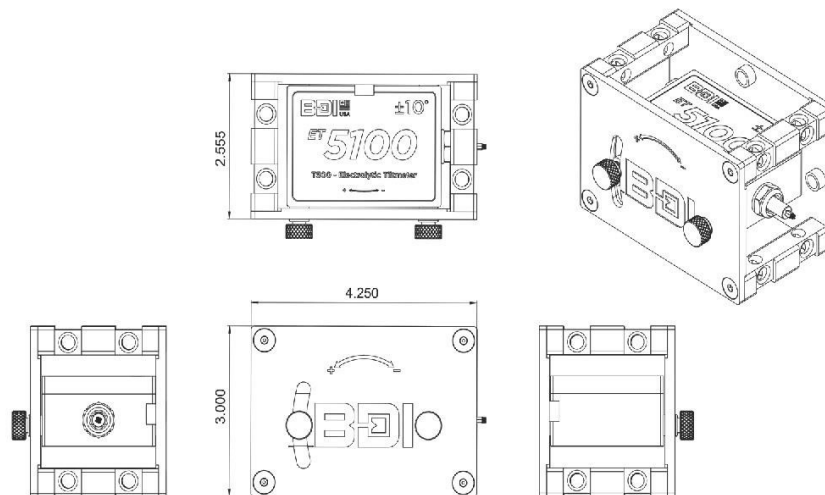
FEATURES

- + Simple & quick range adjustment
- + Mounting tabs for adhesive application
- + Measurement range from $\pm 0.5^\circ$ to $\pm 60^\circ$
- + 4 mounting configurations
- + Designed to exceed IP67
- + High accuracy
- + Sub-arc second resolution
- + Internal signal conditioning
- + Overload protection

APPLICATIONS

- + Rotation in bridge slabs, beams, and piers due to live load
- + Retaining wall or abutment movement during construction
- + Rotation angle of tainter gates during operation

DIMENSIONS



SPECIFICATIONS

MODEL	T500-005	T500-030	T500-100	T500-600
LINEAR RANGE (ARC DEGREES)	±0.5	±3	±10	±60
TOTAL RANGE (ARC DEGREES)	±1	±6	±15	±80
OUTPUT (MV/ARC SECOND)	1	0.4	-	-
OUTPUT (MV/ARC DEGREE)	-	-	420	160
RESOLUTION (ARC DEGREES)	< 0.0001	< 0.0003	< 0.0005	< 0.001
NULL REPEATABILITY (ARC DEGREES)	< 0.0008	< 0.0008	< 0.001	< 0.02
SYMMETRY @ 1/2 LINEAR SCALE (%)	< 2	< 2	< 2	< 2
ACCURACY @ 1/2 LINEAR SCALE (%FS)	-	< 2	< 2	< 0.8
ACCURACY @ FULL SCALE (%FS)	-	< 8	< 5	< 3
NULL IMPEDANCE (KOHMS) +/-20%	1	12	40	8
NULL STABILITY, 12 HRS @ 25 DEG. C (ARC DEG'S, TYP.)	< 0.005	< 0.005	< 0.001	< 0.005
SETTLEMENT TIME (SECONDS)	~1.1	~1.2	~0.75	~1.0
EXCITATION VOLTAGE	+5 to +15 Vdc			
POWER RATING MAX TYPICAL INTELLIDUCER ¹	75 mW 2.5 mW @ +5.0 Vdc 13 mW @ +5.0 Vdc			
INPUT IMPEDANCE	5 MΩ			
OUTPUT	±2 Vdc			
OPERATING TEMPERATURE	-13 °F to 158 °F (-25 °C to 70 °C)			
STORAGE TEMPERATURE	-40 °F to 176 °F (-40 °C to 80 °C)			
TEMP. COEFFICIENT OF SCALE (%/°C, TYP.)	0.6	0.6	0.1	0.1
CABLE	Custom lead cable length made to order: IC-02-187 [22 AWG, 2 shielded pair, drain wire, red PVC jacket] IC-02-250 [22 AWG, 2 shielded pair, drain wire, blue PVC jacket] IC-03-250 [24 AWG, 3 shielded pair, drain wire, black PVC jacket]			
HOUSING	Machined 6061-Aluminum			
CORROSION PROTECTION	Hard Anodized Clear (MIL-A-8625 Type III)			
WEATHER PROOFING	Designed to exceed IP67			
DIMENSIONS	4.25 x 2.6 x 3 (108 x 66 x 76 mm)			
WEIGHT	1.2 lbs (544 g)			
MOUNTING	Through holes for ¼ in (M6) bolts or anchors on five sides Reusable mounting tabs (gluing/welding)			


¹ Intelliducer connector required with STS4 Intelliducer data acquisition nodes.

Available on: GSA Schedule Contract 6500P107CA

OPTIONS & ACCESSORIES



Intelliducer Connector – Required for use with STS Intelliducer Nodes, cable is connected and potted for a weatherproof seal.



Reusable Mounting Tabs – ¼-20 or M6, zinc plated steel mounting tab.



Integrated Thermistor: Temperature range of -55 °C to +220 °C, ±0.5 °C accuracy.



Protective Covers – Insulated aluminum protective covers

Commission Memo



Prepared by: Michael McElwee
Date: August 24, 2021
Re: Lift Span Engineering Services
Wire Rope Replacement

On September 1, 2020, the Commission authorized a contract with Wiss, Janney, Elstner Associates, Inc. (“WJE”) to carry out an extensive inspection testing regime of the bridge lift span’s mechanical and electrical systems. The scope of work for the inspection contract included the Non-Destructive Testing (“NDT”) of counterweight trunnions, biennial mechanical and electrical inspections, wire rope inspection and evaluation of options to avoid operational failure from power loss. The work was carried out in early fall of 2020 and May 2021. The mechanical and electrical test results, analysis and draft report was presented to the Commission on July 13, 2021. The final report was delivered July 30, 2021. It should be noted that lift span evaluation was listed in the FY 21/22 Schedule of Capital Improvements.

One key recommendation from the testing regime and subsequent engineering analysis was that the wire ropes connecting the lift span to the counterweights will need to be replaced. This is not uncommon for movable lift span bridges but is a fairly complex operation and will require a highly qualified contractor to carry out. WJE recommends the work be completed as soon as practical within the next two years.

Port staff solicited the attached proposal from WJE to provide the engineering services needed prepare plans, specifications, cost estimate and schedule to solicit an installation contractor for the project. WJE is highly qualified to perform this work, has executed several successful projects for the Port and has unique knowledge of the bridge mechanical and electrical systems. The work would be performed over the next six months.

RECOMMENDATION: Authorize Amendment No. 2 to Personal Services Contract with Wiss Janney, Elstner Associates, Inc. for engineering services associated with replacement of wire ropes not to exceed \$83,720.00 plus reasonable reimbursable expenses.

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**AMENDMENT NO. 2
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 2 to the Personal Services Contract ("Contract") is entered into this **24th day of August 2021** by and between Wiss, Janney, Elstner Associates, Inc. ("Consultant") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Personal Services Contract dated September 19, 2020, regarding mechanical and electrical inspection services associated with the Hood River Bridge Lift Span ("Project"); and

WHEREAS, Contractor and Port executed Amendment No. 1 on July 22, 2021, extending the termination date of the contact to August 15, 2021; and

WHEREAS, Contractor submitted final mechanical and electrical inspection test reports and analysis on July 30, 2021 including a recommendation that the lift span wire ropes be replaced; and

WHEREAS, At the Port's request, Contractor submitted a proposal describing engineering services, including preparation of plans and specifications, necessary to solicit contractor bids to replace the wire ropes described in Attachment A; and

WHEREAS, The requested services will require an extension of the Contract termination date; and

WHEREAS, all terms used in this Amendment No. 2 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE

1. Contractor agrees to carry out services described in Attachment A for a professional fee not to exceed \$83,720.00; and

2. Port and Contractor agree to extend the Contract termination date to June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 2 to be duly executed the day and year first above written.

Wiss, Janney, Elstner Associates, Inc.

Port of Hood River

Paul Bandlow, P.E.
Principal

Michael S. McElwee
Executive Director

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August 5, 2021

Michael McElwee
Executive Director
Port of Hood River
via email - mmcelwee@portofhoodriver.com

Counterweight Rope Replacement Proposal

WJE No. 2019.8856.1

Dear Michael,

Per your request and the recommendation from our recent inspection report we are providing you with this proposal and attached cost estimate for the engineering services required to prepare bid documents for the replacement of the counterweight wire ropes on the Hood River vertical lift span.

We propose to provide plans specifications and cost estimates (PS&E) for the replacement of all counterweight ropes on the Hood River vertical lift span. This work includes the following services:

- Field survey to document the existing hanger framing including all necessary rope access.
- Analysis of existing hanger framing.
- Plans detailing the required counterweight support and jacking requirements needed to replace the counterweight ropes.
- Plans detailing the new counterweight ropes, new rope terminations, and existing rope gatherer,
- Plans showing the wire rope reeving and connections to the span and counterweight.
- Technical Special Provisions for all required work.
- Cost estimates for all required work
- Assistance to the Port with project scheduling, potential road closure requirements, and other issues associated with the project.
- Virtual meetings with the Port to discuss the project.
- Attendance at a pre-bid meeting and answering contractor questions.

Our work does not include:

- Development of an alternate hanger system in the event the existing hanger system is not adequate.
- Details for a new rope gatherer.
- Construction support services.



We will provide the Port with completed bid documents (PS&E) for review within 10 weeks following notice to proceed with the work.

We will require access to the bridge for one day to complete the field survey portion of our work.

We appreciate the opportunity to be of service and look forward to working with you and your staff to complete the required work.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'PMB', written in a cursive style.

Paul M. Bandlow
Principal and Unit Manager

Attachment - Cost Estimate



Name: _____														Task Hours	Task Time Cost	Task Expenses	Task Budget	
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	Task Expenses	Task Budget		
Tasks	Rate: \$	325.00	\$ 270.00	\$ 220.00	\$ 190.00	\$ 170.00	\$ 150.00	\$ 120.00	\$ 140.00	\$ 125.00	\$ 110.00	\$ 95.00	\$ 80.00					
1 Mechanical Engineering																		
Calculations				4	12									16	\$ 3,160.00			
Plan Sheets				32	16	72								120	\$ 22,320.00			
Special Provisions				4	8	12								24	\$ 4,440.00			
Pre-bid meeting				24										24	\$ 5,280.00	\$ 1,280.00		
Contractor Questions				4										4	\$ 880.00			
Evaluate Bids				4										4	\$ 880.00			
QC														12	\$ 3,240.00			
Project Management				8	16									24	\$ 5,680.00			
Task Hours	0	20	88	36	84	0	0	0	0	0	0	0	0	228				
Task Cost	\$ -	\$ 5,400.00	\$ 19,360.00	\$ 6,840.00	\$ 14,280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 45,880.00	\$ 1,280.00	\$ 47,160.00	
2 Structural Engineering																		
Site Investigation					20									20	\$ 3,800.00	\$ 200.00		
Calculations/Jacking Procedure				2	12	24								38	\$ 6,900.00			
Plan Sheets	4	4		24	8			60						100	\$ 16,700.00			
Special Provisions				4	8	4								16	\$ 3,280.00			
Pre-bid meeting					8									8	\$ 1,520.00	\$ 50.00		
Contractor Questions				2	2									4	\$ 920.00			
Evaluate Bids					2									2	\$ 380.00			
QC	2	8												10	\$ 2,810.00			
Task Hours	6	20	0	76	36	0	0	60	0	0	0	0	0	198				
Task Cost	\$ 1,950.00	\$ 5,400.00	\$ -	\$ 14,440.00	\$ 6,120.00	\$ -	\$ -	\$ 8,400.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 36,310.00	\$ 250.00	\$ 36,560.00	
															Grand Total		\$ 83,720.00	

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Commission Memo



Prepared by: Michael McElwee
Date: August 24, 2021
Re: Airport Engineer Contract

On March 25, 2021, the Commission issued a Request for Qualifications (“RFQ”) to select an engineering firm for the Ken Jernstedt Airfield. This is standard practice due to the ongoing need for various engineering tasks related to construction and capital maintenance, and for an experienced interface with the Federal Aviation Administration (“FAA”). The FAA requires re-solicitation to select an engineering firm every five years to encourage competition.

Two responses to the RFQ were received by the May 21, 2021, deadline: Century West Engineering and Precision Approach Engineering (“PAE”). An Evaluation Committee reviewed and scored both proposals, and then met to discuss their evaluation comments and finalize their scoring sheets. In a very close final ranking, the Evaluation Committee recommended the contract.

With the completion of several significant capital projects recently, it is expected that PAE’s focus will be on small-scale construction, planning, and capital maintenance tasks in the near term. The attached Master Services Agreement allows specific engineering tasks to be scoped and then approved by the Commission through separate Task Orders. Staff is also seeking approval for an initial Task Order to provide funding for miscellaneous on-call services.

Century West is still under contract and will continue to finish up specific tasks related to the North Ramp projects, primarily COE/DSL permit requirements and FAA grant compliance.

RECOMMENDATIONS:

1. Authorize Master Services Agreement with Precision Approach Engineering, Inc. for engineering services at the Ken Jernstedt Airfield.
2. Approve Task Order No. 1 to the Master Services Agreement with Precision Approach Engineering for on-call engineering services not to exceed \$30,000.

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PROFESSIONAL SERVICES AGREEMENT

THIS "AGREEMENT," made this ____ day of _____, 20__, by and between PORT OF HOOD RIVER, an Oregon municipal corporation, hereinafter called "OWNER," and PRECISION APPROACH ENGINEERING, INC., an Oregon corporation, hereinafter called "CONSULTANT." Unless otherwise terminated or extended, the term of this AGREEMENT is five (5) years from the date above written. This AGREEMENT supersedes any prior agreement(s) or amendment(s), written or oral, between OWNER and CONSULTANT. This AGREEMENT shall be interpreted, construed, governed, and enforced in accordance with and under the laws of the State of Oregon, without regard to the principles of conflicts of law. OWNER and CONSULTANT may be referred to hereafter individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, OWNER intends to engage CONSULTANT to perform professional airport consulting and engineering services ("SERVICES") to be accomplished over the course of one or more "PROJECTS", and

WHEREAS, OWNER intends to identify specific work items, hereinafter called the "PROJECT(s)", for CONSULTANT to perform, for which CONSULTANT will provide engineering cost and time estimates for each PROJECT and said estimates, upon agreement and acceptance by OWNER in the form of a written "TASK ORDER," signed by the Parties, will be attached and become a part of this AGREEMENT, and

WHEREAS, OWNER intends to seek state agency and federal assistance for the PROJECT(s), and CONSULTANT will assist OWNER in these endeavors.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto mutually agree as follows:

A. CONSULTANT'S RESPONSIBILITIES

OWNER hereby engages CONSULTANT, and CONSULTANT accepts and agrees to perform the following SERVICES for OWNER:

1. Professional Project Assistance. Upon receipt of a written PROJECT request from OWNER, CONSULTANT will prepare a TASK ORDER, including a scope of work and associated PROJECT cost and time estimates. A TASK ORDER is effective when agreed upon, accepted, and signed by the authorized representatives of both Parties. When appropriate to the SERVICES to be performed under a signed TASK ORDER, CONSULTANT will assist OWNER in obtaining any available state agency and federal funding assistance. The TASK ORDER(s) to be issued by OWNER may include, but are not limited to, the following:

- a. Design of airfield improvements
- b. Services during construction
- c. "GENERAL CONSULTING SERVICES"

OWNER, at its sole discretion, reserves the right to accept or reject all, some, or none of the TASK ORDER(s) provided by CONSULTANT under this AGREEMENT.

2. Status of CONSULTANT and Relationship to OWNER. CONSULTANT is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with OWNER other than that as an independent contractor, nor shall it be construed as creating any relationship whatsoever between OWNER and any of CONSULTANT's employees. Neither CONSULTANT nor any of CONSULTANT's employees are nor shall they be deemed employees of OWNER. CONSULTANT is not and shall not act as an agent of OWNER. All employees who assist

CONSULTANT in the performance of the SERVICES performed under this AGREEMENT shall always be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due CONSULTANT's employees in connection with the performance of the SERVICES and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, CONSULTANT has sole authority and responsibility to employ, discharge and otherwise control CONSULTANT's employees. CONSULTANT has sole authority and responsibility as principal for CONSULTANT's agents, employees, sub-consultants and all others CONSULTANT hires to perform or assist in performing the SERVICES. OWNER's only interest is in the results to be achieved.

3. CONSULTANT'S Representations. CONSULTANT represents and covenants that:
 - a. CONSULTANT has the required authority, ability, skills and capacity to, and shall, perform the SERVICES in a manner consistent with this AGREEMENT. Further, any employees and sub-consultants of CONSULTANT employed in performing the SERVICES shall have the skill, experience and licenses required to perform the SERVICES assigned to them.
 - b. To the extent CONSULTANT deems necessary, in accordance with prudent practices, CONSULTANT has inspected the sites and all of the surrounding locations whereupon CONSULTANT may be called to perform CONSULTANT's obligations under this AGREEMENT, and is familiar with requirements of the SERVICES and accepts them for such performance.
 - c. CONSULTANT has knowledge of all legal requirements and business practices that must be followed in performing the SERVICES and the SERVICES shall be performed in conformity with such requirements and practices, including but not limited to, all applicable federal, state, and local laws, ordinances, regulations, Federal Aviation Administration ("FAA") rules and regulations, and public contract laws in the State of Oregon.
 - d. CONSULTANT is validly organized and exists in good standing under the laws of the State of Oregon, and has all the requisite powers to carry on CONSULTANT's business as now conducted or proposed to be conducted and CONSULTANT is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - e. The execution, delivery and performance of this AGREEMENT and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of CONSULTANT or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of CONSULTANT or any indenture or loan or credit agreement or other material agreement or instrument to which CONSULTANT is a party or by which CONSULTANT's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.
4. Time is of the Essence. The SERVICES undertaken by CONSULTANT shall be completed in such a manner and in such a sequence as to assure their expeditious completion considering the purpose of this AGREEMENT. It is agreed that time is of the essence in the performance of every PROJECT request received from OWNER and every TASK ORDER.
5. Work Product. All work product of CONSULTANT prepared pursuant to this AGREEMENT, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by OWNER to CONSULTANT herein remain the property of OWNER under all circumstances, whether or not the SERVICES are complete. When requested by OWNER,

all work products shall be delivered to OWNER in PDF or full-size, hard copy form. Work products shall be provided to OWNER at the time of completion of any of the discrete tasks specified in the TASK ORDER(s). CONSULTANT shall maintain copies on file of any such work product involved in the SERVICES for at least five (5) years, or longer as required by law, shall make them available for OWNER's use, and shall provide such copies to OWNER upon request at commercial printing or reproduction rates.

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this AGREEMENT are for use only with PROJECT(s) contemplated hereunder, and may not be used for any other construction related purpose or dissemination to any contractor or construction related entity without written approval of OWNER.

6. Subconsultants.

a. General. CONSULTANT is solely and fully responsible to OWNER for the performance of the SERVICES under this AGREEMENT. Use of any sub-consultant by CONSULTANT shall be listed in the scope of work on a TASK ORDER or otherwise pre-approved in writing by OWNER. CONSULTANT agrees that each and every agreement of CONSULTANT with any sub-consultants to perform SERVICES under this AGREEMENT shall be terminable without penalty.

b. Sub-Consultant Commitments. All of CONSULTANT's subcontracts in connection with the performance of the SERVICES shall be in writing and include the following provisions:

i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this AGREEMENT.

ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to OWNER in its sole discretion, as provided by this AGREEMENT.

iii. All warranties (express or implied) shall inure to the benefit of OWNER and its successors and assigns.

CONSULTANT shall provide OWNER with a copy of each subcontract executed with the performance of the SERVICES within seven (7) days of each subcontract's execution, if requested by OWNER.

Sub-consultants who assist CONSULTANT in the performance of the SERVICES shall at all times be under CONSULTANT's exclusive direction and control and shall be sub-consultants of CONSULTANT and not consultants of OWNER. CONSULTANT shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to CONSULTANT's sub-consultants in performance of the duties set forth in this AGREEMENT and shall be responsible for any and all reports and obligations with respect to such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the SERVICES assigned to them.

B. OWNER'S RESPONSIBILITIES

OWNER, agrees to the following:

1. To offer, any and all PROJECT requirements OWNER might have for professional aviation consulting and engineering assistance to CONSULTANT.
2. In the event CONSULTANT is engaged by OWNER to provide SERVICES, OWNER shall make available to CONSULTANT all technical data, including maps, surveys, property

descriptions, borings, and other information in OWNER's possession that contains pertinent information required by CONSULTANT relating to CONSULTANT's work.

3. OWNER shall provide access to the site as necessary to perform the engineering services.
4. OWNER agrees to cooperate with CONSULTANT in the approval of all plans and/or specifications. In the event OWNER disapproves of any part of CONSULTANT's plans and/or specifications, OWNER will provide timely notice of such disapproval to CONSULTANT. If CONSULTANT incurs additional drafting or other expenses due to changes, other than corrections, ordered by OWNER after the completion and approval of plans and/or specifications, CONSULTANT shall be paid for such extra expenses and services involved.

C. COMPENSATION FOR CONSULTING/ENGINEERING SERVICES

OWNER will pay CONSULTANT the appropriate fee as complete compensation for all SERVICES rendered as herein agreed:

1. OWNER will pay CONSULTANT for the SERVICES performed either as a lump sum fee or on an hourly basis in accordance with the CONSULTANT's Hourly Rates, as specified in each TASK ORDER and direct non-salary expenses (as defined in section C.4 below) at actual cost for each PROJECT unless another compensation expense type is agreed upon and as established in the TASK ORDER. CONSULTANT fee and work effort will be included as part of any state agency or federal grant, and CONSULTANT fee will be reimbursed and work effort defined to the extent approved and reimbursed by any grant. Notwithstanding the foregoing, the OWNER shall pay CONSULTANT for services rendered.
2. OWNER shall pay CONSULTANT for any GENERAL CONSULTING SERVICES requested in writing by OWNER in accordance with the compensation designated in the related TASK ORDER(s), plus any direct non-salary expenses. It is understood that CONSULTANT will be compensated only for GENERAL CONSULTING SERVICES requested by OWNER in writing
3. Any amount over the estimated cost for the SERVICES as set forth in a TASK ORDER or work beyond the scope of each PROJECT will be negotiated and agreed upon between OWNER and CONSULTANT in writing in the form of a TASK ORDER amendment prepared and signed by the Parties, prior to CONSULTANT's commencement of additional work.
4. CONSULTANT's "direct non-salary expenses" are defined as costs incurred on or directly for a PROJECT, other than payroll costs. Such direct non-salary expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by CONSULTANT. Direct non-salary expenses shall include, but are not limited to, necessary transportation costs, including mileage at the then current IRS or GSA rate per mile when personally owned vehicles are used for travel for authorized PROJECT purposes, meals and lodging, laboratory tests and analyses, equipment rental, postage, shipping, printing, binding, and copying charges.
5. CONSULTANT shall submit monthly invoices based on work completed and detailing the services provide to date. Invoices shall include a reference of the TASK ORDER under which the services were performed, a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to OWNER. OWNER shall pay CONSULTANT for professional services performed under this AGREEMENT for services performed during monthly billing periods within 45 days of receipt of an invoice.

6. No reduction shall be made from the CONSULTANT's fee on account of penalty, liquidated damages, or other sums withheld from payment to any other party, except as otherwise provided in Section 7.e of this AGREEMENT.
7. In the event of legal or other controversies not directly caused in whole or in part by CONSULTANT's negligence, but requiring the services of CONSULTANT, OWNER shall pay CONSULTANT for services rendered in regard to such legal or other controversies, in accordance with CONSULTANT's Hourly Rates attached to an associated TASK ORDER or TASK ORDER amendment and approved by OWNER for subsequent years, accordingly, and direct non-salary expenses at actual cost.

D. RESERVATIONS AND COMPLIANCE

1. OWNER, the funding state agency, and the FAA or any of their duly authorized representatives shall have access to any books, documents, papers, and all other records which are directly pertinent to this AGREEMENT for the purpose of making audit, examination, excerpts, and transcripts. All documents shall be retained a minimum of five (5) years or as required by law. All documents produced under this AGREEMENT become the property of OWNER.
2. **Insurance.**
 - a. CONSULTANT shall keep and maintain the following insurance for the duration of the AGREEMENT:
 - i Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
 - ii Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim or incident. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.
 - iii Commercial General Liability insurance including Products & Completed Operations coverage with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract.
 - iv. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each' accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
 - v. Umbrella/Excess Liability insurance with combined single limits/or the equivalent, of not less than \$1,000,000 for Bodily Injury and Property Damage.
 - b. As evidence of the insurance coverage required by this AGREEMENT, CONSULTANT shall furnish acceptable insurance certificates to OWNER at the time CONSULTANT returns the signed AGREEMENT. The Commercial General Liability certificate shall provide that OWNER, its Commissioners, officers, agents, and employees are Additional Insureds but only with respect to CONSULTANT's SERVICES to be provided under this AGREEMENT. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not

terminate or be canceled without thirty (30) days written notice first being given to OWNER. Insuring companies or entities are subject to OWNER acceptance. If required, complete copies of the insurance policy shall be provided to OWNER. CONSULTANT shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

c. If any policy obtained by CONSULTANT is a claims-made policy, the following conditions shall apply: the policy shall provide CONSULTANT has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. CONSULTANT agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this AGREEMENT is signed by the Parties hereto. If CONSULTANT purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this AGREEMENT is signed by the Parties hereto.

4. **Compliance with Laws.** In performing the SERVICES under the AGREEMENT, CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, and regulations in effect at the time the SERVICES are performed, including the public contract laws of the State of Oregon, and FAA rules and requirements, the provisions of which are hereby incorporated by reference.
5. **Dispute Resolution.** OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the provision of this Agreement or exercising their rights under the law. Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this AGREEMENT or any breach or alleged breach of this AGREEMENT, shall upon request of any Party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the Parties agree that the dispute will be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The Parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either Party may apply to the Hood River County Circuit Court to appoint an arbitrator. Any award rendered by an arbitrator shall be binding on the Parties and may be entered in the Hood River County Circuit Court. The expenses of the arbitration shall be borne equally by the Parties to the arbitration, provided that each Party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The Parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The Parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the Parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the Party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.
6. **Indemnification.** CONSULTANT agrees to indemnify OWNER, its officers, and employees and will hold them harmless from, any and all claims, damages, losses, or liabilities to the extent arising out of the willful misconduct or negligent acts, errors, or omissions of CONSULTANT in the performance of this AGREEMENT.

To the extent a damages claim, legal action or damages amount is restricted or prohibited against OWNER by the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300), OWNER agrees to indemnify CONSULTANT, its officers, and employees and will hold them harmless from, any and all claims, damages, losses, or liabilities to the extent arising out of the willful misconduct or negligent acts, errors, or omissions of OWNER in the performance of this AGREEMENT.

7. **Title VI Assurances.** During the term of this AGREEMENT, CONSULTANT, for itself, its assigns, and successors in interest (collectively referred to as "CONSULTANT" for the purpose of this Section 7) agree as follows:
 - a. **COMPLIANCE WITH REGULATIONS:** CONSULTANT shall comply with all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulation Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this AGREEMENT.
 - b. **NONDISCRIMINATION:** CONSULTANT, with regard to the SERVICES performed by CONSULTANT during the AGREEMENT, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Part 21, Section 21.5 of the Code of Federal Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulation.
 - c. **SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - d. **INFORMATION AND REPORTS:** CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER, state agency, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, order, and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses this information, CONSULTANT shall so certify to OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. **SANCTIONS FOR NONCOMPLIANCE:** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, OWNER shall impose such contract sanctions as OWNER or the FAA may determine to be appropriate including, but not limited to, withholding of payments to the CONSULTANT under the AGREEMENT until CONSULTANT is in compliance herewith.

E. CONFIDENTIALITY

1. During the performance of the AGREEMENT and for all time subsequent to completion of the SERVICES under this AGREEMENT, CONSULTANT agrees not to use or disclose to anyone, except as required by the performance of this AGREEMENT or by law, or as otherwise authorized by OWNER, any and all information given to CONSULTANT by

OWNER or developed by CONSULTANT as a result of the performance of this AGREEMENT. CONSULTANT agrees that if OWNER so requests, CONSULTANT will execute a confidentiality agreement in a form acceptable to OWNER and will require any employee or sub-consultant performing work under this AGREEMENT or receiving any information deemed confidential by OWNER to execute such a confidentiality agreement. Notwithstanding the foregoing, the obligations in this section will not apply to information which is: (a) publicly known; (b) already known to the recipient; (c) lawfully disclosed by a third-party; (d) independently developed by the recipient without benefit of the disclosing Party's confidential information; or (e) disclosed pursuant to legal requirement or order.

2. CONSULTANT Trade Secrets and Open Records Requests.

a. Public Records. CONSULTANT acknowledges and agrees that all documents in OWNER's possession, including documents submitted by CONSULTANT, are Subject to the provisions of the Oregon Public Records Law (the "Law"), and the Consultant acknowledges that OWNER shall abide by the Law, including honoring all proper public records requests. CONSULTANT shall be responsible for all CONSULTANTS' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. CONSULTANT is advised to contact legal counsel concerning such acts in application of the Law to CONSULTANT.

b. Confidential or Proprietary Materials. If CONSULTANT deems any document(s) which CONSULTANT submits to OWNER to be confidential, proprietary or otherwise protected from disclosure under the Law, then CONSULTANT shall appropriately label such document(s) and submit such document(s) to OWNER together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by OWNER in OWNER's discretion. OWNER will make a good faith effort to accommodate a reasonable confidentiality request if in OWNER's opinion OWNER determines the request complies with the Law.

F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. POLICY: It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT.
2. DBE OBLIGATIONS: CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In this regard, CONSULTANT shall make all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform work under this AGREEMENT. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

G. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services. CONSULTANT will re-perform services not meeting this standard without additional compensation.

H. TERMINATION OF AGREEMENT

1. Termination Not-For-Cause. In addition to any other rights provided herein, OWNER shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this AGREEMENT and further performance of the SERVICES by delivery to CONSULTANT of written notice of termination specifying the extent of termination and the effective date of termination.
2. Termination Not-For-Cause. In addition to any other rights provided herein, CONSULTANT shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this AGREEMENT.
3. Obligations of CONSULTANT. After receipt of a notice of termination, and unless otherwise directed by OWNER, CONSULTANT shall immediately proceed as follows:
 - i. OWNER will provide a three (3) business days notification to CONSULTANT of a stop work on the SERVICES as specified in the notice of termination;
 - ii. OWNER will provide a three (3) business days notification to CONSULTANT to terminate all agreements with sub-consultants to the extent they relate to the SERVICES terminated;
 - iii. Submit to OWNER detailed information relating to each and every sub-consultant of CONSULTANT under this AGREEMENT. This information will include sufficient detail so OWNER can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the SERVICES and if OWNER so elects, OWNER may engage any sub-consultant for substantially the same terms as have been contracted by CONSULTANT;
 - iv. Complete performance in accordance with this AGREEMENT of all the SERVICES not terminated; and
 - v. Take any action that may be necessary, or that OWNER may direct, for the protection and preservation of the property related to this AGREEMENT that is in the possession of CONSULTANT and in which OWNER has or may acquire an interest.
4. Termination Settlement. After termination, CONSULTANT shall submit a final termination settlement proposal to OWNER in a form and with a certification prescribed by OWNER. CONSULTANT shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by OWNER upon written request by CONSULTANT within such thirty-day period. If CONSULTANT fails to submit the proposal within the time allowed OWNER's payment obligations under this AGREEMENT shall be deemed satisfied and no further payment by OWNER to CONSULTANT shall be made.
5. Payment Upon Termination. As a result of termination without cause, OWNER shall pay CONSULTANT in accordance with the terms of this AGREEMENT for the SERVICES performed up to the termination and unpaid at termination.
6. OWNER's Claims and Costs Deductible Upon Termination. In arriving at the amount due CONSULTANT under this paragraph there shall be deducted any claim which OWNER has against CONSULTANT under this AGREEMENT.

7. Partial Termination. If the termination is partial, OWNER shall make an appropriate adjustment of the price of the SERVICES not terminated. Any request by CONSULTANT for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.

I. CERTIFICATION OF CONSULTANT

OWNER and CONSULTANT hereby certify that CONSULTANT has not been required, directly or indirectly, as an express implied condition in connection with obtaining or carrying out this AGREEMENT to:

1. Employ or retain, or agree to employ or obtain, any firm or persons.
2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

J. SUCCESSORS AND ASSIGNS

1. Neither party shall assign this AGREEMENT or parts hereof or its duties hereunder, but not including work products produced by CONSULTANT, without the express written consent of the other Party. In the event of dissolution, consolidation or termination of OWNER, the Parties agree that OWNER may upon a seven (7) business day notification to the CONSULTANT, assign to a successor entity any rights, obligations and functions it may have remaining under this AGREEMENT.

K. SEVERABILITY AND SURVIVAL

All express representations, waivers, and/or indemnifications, included in this AGREEMENT will survive its completion or termination for any reason. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

L. NOTICES

All notices and demands that either Party may be required or may desire to serve upon the other Party shall be in writing and shall be delivered to the other Party by personal service, by facsimile transmission, or electronic mail, followed by delivery by U.S. mail of an original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

<u>OWNER</u>	<u>CONSULTANT</u>
PORT OF HOOD RIVER Attn: Executive Director 1000 E. Port Marina Drive Hood River, OR 97031 Phone: 541-386-1138 Fax: 541-386-1395 Email: mmcelwee@portofhoodriver.com	Precision Approach Engineering, Inc. Attn: Corley McFarland/President 5125 SW Hout Street Corvallis, OR 97333 Phone: 541-754-0043 Fax: 541-754-7649 Email: cmcfarland@preappinc.com

M. ATTORNEY FEES

In the event that this AGREEMENT is in any suit, action, or other enforcement, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable for attorney's fees, including reasonable attorney's fees for the prevailing party allowed on appeal to a higher court or courts.

N. FEDERAL AVIATION ADMINISTRATION CONTRACT PROVISIONS

The additional FAA Contract Provisions attached as Exhibit A to this Agreement are made a part of this Agreement as fully and completely as if the same were fully set forth herein.

O. AUTHORIZED SIGNER

Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement.

P. FORCE MAJEURE

Neither Party to this AGREEMENT shall be liable to the other Party for delays in or failure to perform SERVICES caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, pandemic, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either Party. For delays resulting from unanticipated material actions or inactions OWNER or third parties, CONSULTANT shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs CONSULTANT reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either Party, make this AGREEMENT subject to termination.

Q. DESIGNATION OF REPRESENTATIVES

OWNER hereby designates Michael McElwee, Executive Director and CONSULTANT hereby designates Corley McFarland as the persons who are authorized to represent the Parties with regard to administration of this AGREEMENT, subject to limitations, which may be agreed to by the Parties.

R. ENTIRE AGREEMENT

This AGREEMENT, and any subsequent, duly signed TASK ORDERS attached hereto, constitute the entire agreement between the Parties relating to the SERVICES and set forth the rights, duties, and obligations of each Party to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this AGREEMENT and subsequent, duly signed TASK ORDERS, are of no force and effect. This AGREEMENT may not be amended except by a writing executed by both CONSULTANT's and OWNER's authorized representatives and approved by the Port Commission.

S. INTERPRETATION

In this AGREEMENT the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this AGREEMENT unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this

AGREEMENT; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

T. BINDING AGREEMENT

This AGREEMENT shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

U. NO WAIVER

No waiver of any provisions of this AGREEMENT shall be deemed to constitute a waiver of any other provision of the AGREEMENT, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

V. LIMITATION ON DELEGATION

The Parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by OWNER are inherently governmental in nature and may not be delegated by contract to CONSULTANT. Nothing in this AGREEMENT shall be construed as an unlawful delegation of the non-delegable functions and powers of OWNER, and CONSULTANT shall have no obligation to perform any non-delegable function.

IN WITNESS WHEREOF, OWNER and CONSULTANT have made and executed this AGREEMENT the day and year first above written.

For: **PORT OF HOOD RIVER**

By: _____

Title: Executive Director

Date: _____

For: **PRECISION APPROACH ENGINEERING, INC.**

By: 

Title: President

Date: 8/19/2021



Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

Contents

A1	ACCESS TO RECORDS AND REPORTS.....	2
A2	AFFIRMATIVE ACTION REQUIREMENT.....	2
A3	BREACH OF CONTRACT TERMS.....	3
A4	BUY AMERICAN PREFERENCE.....	4
A5	CIVIL RIGHTS - GENERAL.....	8
A6	CIVIL RIGHTS – TITLE VI ASSURANCE.....	8
A7	CLEAN AIR AND WATER POLLUTION CONTROL.....	11
A8	CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.....	11
A9	COPELAND “ANTI-KICKBACK” ACT.....	12
A10	DAVIS-BACON REQUIREMENTS.....	12
A11	DEBARMENT AND SUSPENSION.....	18
A12	DISADVANTAGED BUSINESS ENTERPRISE.....	18
A13	DISTRACTED DRIVING.....	19
A14	ENERGY CONSERVATION REQUIREMENTS.....	19
A15	DRUG FREE WORKPLACE REQUIREMENTS.....	19
A16	EQUAL EMPLOYEMENT OPPORTUNITY (EEO).....	19
A17	FEDERAL FAIR LABOR STANDARDS ACT 29 USC § 201, et seq.....	25
A18	LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	25
A19	PROHIBITION of SEGREGATED FACILITIES.....	26
A20	OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.....	26
A21	PROCUREMENT OF RECOVERED MATERIALS.....	26
A22	RIGHT TO INVENTIONS.....	27
A23	SEISMIC SAFETY.....	27
A24	TAX DELINQUENCY AND FELONY CONVICTIONS.....	28
A25	TERMINATION OF CONTRACT.....	29
A26	TRADE RESTRICTION CERTIFICATION.....	30
A27	VETERAN’S PREFERENCE.....	31

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.3332, CFR § 200.336, FAA Order 5100.38

ACCESS TO RECORDS AND REPORTS

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

* * * * *

A2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR part 60-4, Executive Order 11246

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

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

Timetables

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

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

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is **Port of Hood River, Hood River County, Hood River, Oregon.**

* * * * *

A3 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

BREACH OF CONTRACT TERMS

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

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

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

* * * * *

A4 BUY AMERICAN PREFERENCE

Title 49 USC § 50101

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

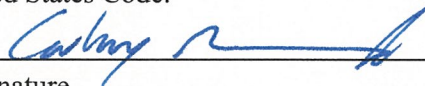
Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

<p style="text-align: center;"><u>8/19/2021</u></p> <p>Date</p>	<p style="text-align: center;"></p> <p>Signature</p>
<p style="text-align: center;"><u>Precision Approach Engineering Inc.</u></p> <p>Company Name</p>	<p style="text-align: center;"><u>President</u></p> <p>Title</p>

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing U.S. domestic product.
 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

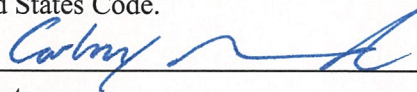
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

8/19/2021
Date


Signature

Precision Approach Engineering Inc.
Company Name

President
Title

A5 CIVIL RIGHTS - GENERAL
49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

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

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

* * * * *

A6 CIVIL RIGHTS – TITLE VI ASSURANCE
49 USC § 47123, FAA Order 1400.11

Title VI Solicitation Notice:

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

Title VI Clauses for Compliance with Nondiscrimination Requirements

The sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to nondiscrimination requirements.

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by

the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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

* * * * *

A7 CLEAN AIR AND WATER POLLUTION CONTROL
2 CFR § 200, Appendix II(G)

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

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A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
2 CFR § 200, Appendix II(E)

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

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

* * * * *

A9 COPELAND “ANTI-KICKBACK” ACT

2 CFR § 200, Appendix II(D), 29 CFR Parts 3 and 5

COPELAND “ANTI-KICKBACK” ACT

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

* * * * *

A10 DAVIS-BACON REQUIREMENTS

2 CFR § 200, Appendix II(D), 29 CFR Part 5

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage

rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

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

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

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

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

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

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

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

2. Withholding.

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

3. Payrolls and Basic Records.

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

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included

on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

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

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

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

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

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

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A11 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

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

* * * * *

A12 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Port of Hood River. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Port of Hood River. This clause applies to both DBE and non-DBE subcontractors.

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A13 DISTRACTED DRIVING

Executive Order 13513, DOT Order 3902.10

TEXTING WHEN DRIVING

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

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

A14 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

ENERGY CONSERVATION REQUIREMENTS

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

A15 DRUG FREE WORKPLACE REQUIREMENTS

49 CFR part 32, Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*, as amended)

None.

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse

the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

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

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by

posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

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

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

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

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

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

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

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

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT 29 USC § 201, et seq

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

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

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION of SEGREGATED FACILITIES
41 CFR § 60

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
29 CFR part 1910

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

A21 PROCUREMENT OF RECOVERED MATERIALS
2 CFR § 200.322, 40 CFR part 247, Solid Waste Disposal Act

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors

are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

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

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

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

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

A22 RIGHT TO INVENTIONS

2 CFR § 200, Appendix II(F), 37 CFR §401

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

49 CFR part 41

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of

compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts., DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (X) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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A26 TRADE RESTRICTION CERTIFICATION

49 USC § 50104, 49 CFR part 30

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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A27 VETERAN'S PREFERENCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

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

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