



DRAFT AGENDA

Bi-State Bridge Replacement Working Group Regular Meeting
September 13, 2021 / 2:00-4:00p (2 hour)
Via Zoom

<https://zoom.us/j/98078338082?pwd=RIEvT2RsK2NKKzllaWpCNTFyZGVaZz09>

Meeting ID: 980 7833 8082
Passcode: 966154

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

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

Staff/Consultants: Kevin Greenwood (Project Director), Port of Hood River; Michael McElwee (Executive Director), Port of Hood River; Miles Pengilly, Oregon Govt. Affairs; Brad Boswell, Wash. Govt. Affairs; Steve Siegel, Financial and Governance Consultant.

1.	Welcome	2:00
2.	Legislative Update – Pengilly/Boswell	2:01
3.	Washington Bridge Authority Legislation - Siegel	2:30
4.	Governance Progress	2:35
5.	WSP Preliminary Cost Estimate	2:50
6.	Planning Level Post-NEPA Budget	2:55
7.	Management Contract (RBMC) RFP	3:10
8.	July 17th Minutes	3:30
9.	Port Feedback	3:35
10.	Other Items	3:50
11.	Next Meeting, October 11	3:55
12.	Adjourn	4:00

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Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report / Bi State Working Group
September 13, 2021

The following summarizes Bridge Replacement Project activities from Sep. 3-10, 2021:

LEGISLATIVE UPDATES – Miles Pengilly/Brad Boswell

- *Miles Pengilly will be giving an update on the meetings with Sen. Byer and Rep. McLain, the co-chairs of the Oregon Joint Transportation Committee. A one-page hand-out has been developed demonstrating the need for the Bridge Authority.*
- *Brad Boswell will be giving an update on the bridge authority bill in Washington state. He has also reached out to WSDOT and AG's office about the status of the transfer agreement between Washington and Oregon for project funding.*
- *Staff and government affairs team will be bringing annual legislative goals and strategies to the BSWG in October.*

WASHINGTON BRIDGE AUTHORITY LEGISLATION – Steve Siegel

- *Port staff and Washington state legislative staff will be presenting a summary of the draft legislation to the Joint Transportation Committee (JTC) on Sept. 23rd.*
- *Steve Siegel will give an update to the BSWG on the drafted bridge authority legislation at the Sept. 13th meeting. The third draft was distributed to the BSWG on Aug. 20th.*

GOVERNANCE PROGRESS

WSP PRELIMINARY COST ESTIMATE

- *Port of Hood River Commission approved WSP amendment and directed staff to monitor HB2017 expenditures, “slow-walk” WSP work as HB2017 funding comes to end, and to bring back other Port projects that could be delayed if necessary.*
- *First meeting is tentatively scheduled for Sept. 16 Time TBD. Chuck Green, Otak, is available to participate and Gordie Kelsey, Klickitat County Public Works is also available.*
- *Agenda includes reviewing critical quantity items, high risk items, assumptions. Est. time 1-2 hours.*

PLANNING LEVEL POST-NEPA BUDGET

- *As the HB2017 funding comes to an end, staff has prepared a planning level budget for subsequent phases of work. The RBMC will develop more comprehensive and detailed estimates for needed work.*
- *Included in the packet are planning level budget projections for post-NEPA, pre-construction expenditures and resources.*

- *The Oregon and Washington legislative appropriations are fairly open about tasks to be completed and there is some flexibility in prioritizing tasks. The BUILD income, is much more prescriptive to the proposed plans identified in the original grant application. The light green cells in the matrix reflect directly to those tasks included in the grant application.*
- *Here is a brief list of the Tasks:*
 - *Financial Advising, Steve Siegel – assisting in financial analysis including high-level tolling projections, bonding projections and other project advising with agencies including USDOT TIFIA program.*
 - *Admin/Legal/Reimbursements – costs related to Port staff, legal assistance and project reimbursements such as travel/mileage*
 - *Public Involvement Assistance, TBD – Assistance in developing the Port’s marketing and public information campaigns. Video and online marketing presence. Could be included in RBMC, but project could benefit by using local contractors when appropriate.*
 - *Replacement Bridge Management Contract (RBMC), TBD – Owner’s Representation/Project Management. Contract will likely be with project through end of construction.*
 - *Updated Preliminary Cost Estimate, WSP – Currently underway being funded from HB2017*
 - *Develop Procurement Documents, Schwabe Williamson, TBD – Staff is taking lead on developing RFP for RBMC; Otak prepared draft RFP for AE/Design earlier in the year.*
 - *Governance Evaluation II/III, Steve Siegel – Working with Oregon and Washington legislature to facilitate bridge authority adoption. Will include development of agency governance documents such as bylaws.*
 - *Project Delivery Support, TBD – Effort to determine project delivery method will likely occur as design/engineering nears 25-30% completion. RBMC may take lead on the evaluation.*
 - *Toll Policies/Traffic & Revenue (T&R) Studies, Stantec – At various project milestones, differing levels of traffic and revenue studies will be conducted to inform financing scenarios. Soon after NEPA is complete, Stantec has suggested reviewing toll policies which can set the ground work for future revenue scenarios.*
 - *P3/Request for Information, Lowell Clary – Placeholder amount for receiving more industry input on Public Private Partnerships.*
 - *Geotechnical Borings, WSP – Pre-engineering work to determine soil conditions at proposed pier locations. Work is included in WSP’s contract but identified to be completed with BUILD funding.*
 - *Engineering 15%, 30%, 60%, TBD - Architectural/Engineering/Design contract.*
- *As there is clearly not enough funding currently on hand, it is critical that we continue to perform on the funding that’s been granted. Performance will be one component in the region’s success for future requests.*

MANAGEMENT CONTRACT (RBMC) RFP

- *Staff prepared RFP using Commissioner Fox's outline as guiding document.*
- *Other procurement documents were used as references.*
- *Staff added comments in the document for BSWG consideration.*
- *Other elements to consider:*
 - *Inclusion of a Project Organizational Chart*
 - *RBMC Project Manager takes direction from lead Port Commissioner*
 - *Inclusion of local sub-contractors when appropriate. For example, capable drone photography or videographers from the gorge.*
 - *Access to tribal treaty expertise in developing agreements with tribes for financial compensation, loss of fishing access, and negotiating mitigation items.*
 - *Added language on the response requirements from SWRTC document*
 - *20-30 page limit in proposals*
 - *Staff is getting confirmation to what degree price can be included as a scoring factor for federally funded contracts.*
 - *Review Evaluation Committee make-up. For the NEPA contract evaluation there were six committee members, including DOT reps.*
 - *Will need to add measurable criteria for each of the scoring sections.*
 - *Included a sample from RTC NEPA document that quantified how firms were to be invited to oral presentations.*
 - *Since the Port Commission ultimately awards the RBMC contract, it is highly recommended that a member of the Commission not sit on the evaluation committee. Typically an independent selection committee will make recommendations to the elected board to ensure a clear separation of duties.*
- *Staff would appreciate comments on the document in a week (9/20) to prepare a final Draft before submitting to legal and advising.*

JULY 17 MEETING MINUTES

PORT FEEDBACK

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HOOD RIVER-WHITE SALMON INTERSTATE REPLACEMENT BRIDGE

Local Bi-State Bridge Commission Concept

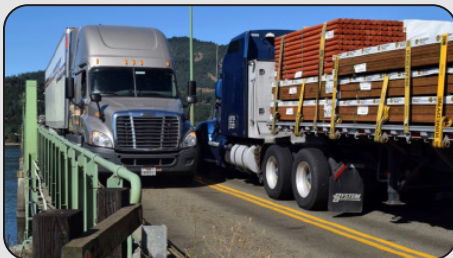
Background

The Hood River-White Salmon Interstate Bridge is a critical link 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 March 2022, 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.

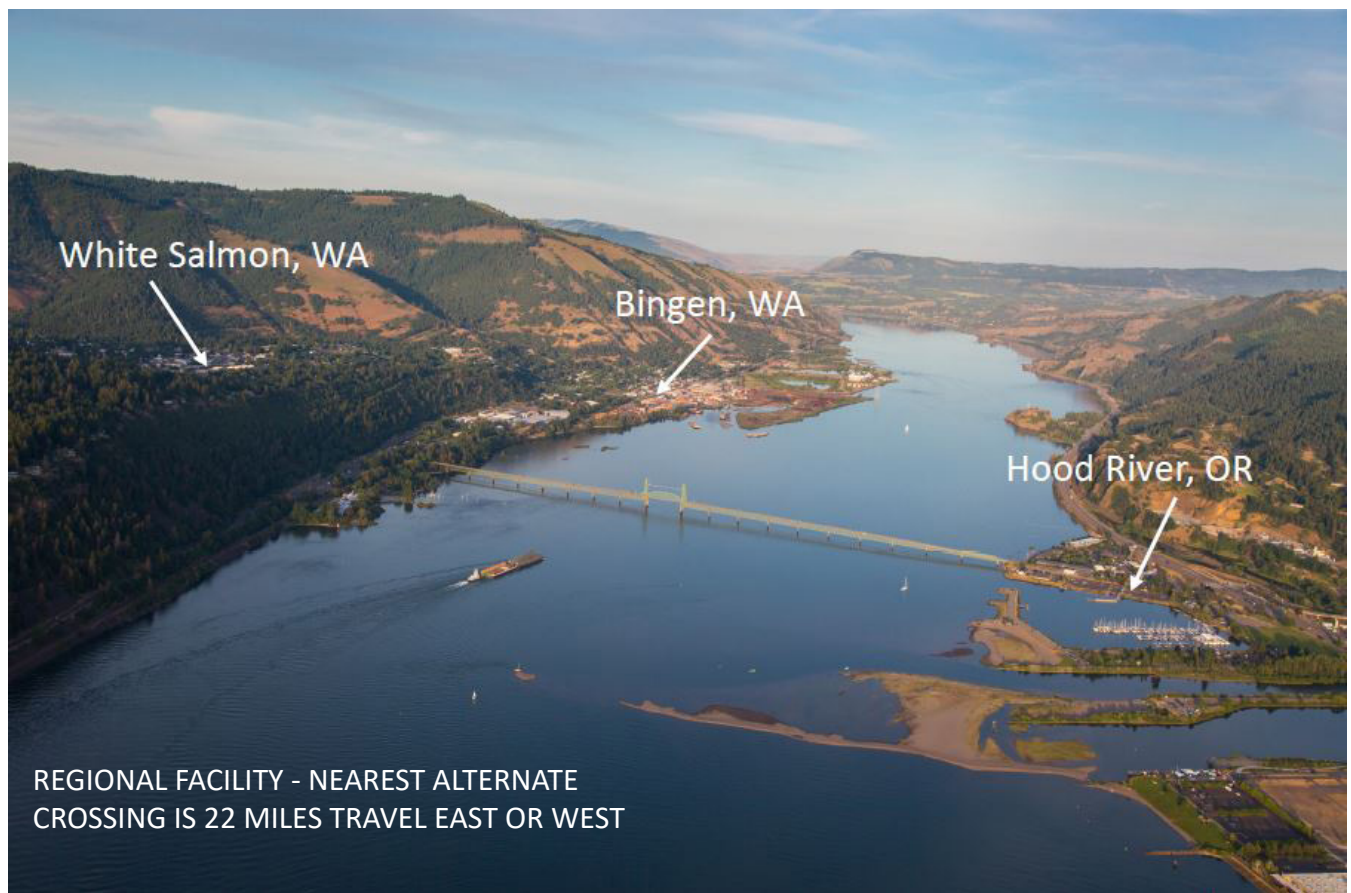
Why a Local Bi-State Bridge Commission?

- 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

Summary of Changes in Draft 3 of Proposed Enabling Legislation for Bi-State Bridge Commission

1. General Overview

Draft 3 incorporates a limited amount of changes from Draft 2. None of the changes result in a material difference from Draft 2; they are editorial clarifications. The most significant changes are summarized below.

2. Section 4 on Governance was shortened

Draft 1 of the bill included a comprehensive set of provisions regarding the appointment and workings of the Board of Directors. Draft 2 incorporated the concept of a Commission Formation Agreement, which would address many of the key issues regarding the Board of Directors that were originally addressed in the bill under Draft 1. Upon additional review it was determined that there will still provisions regarding the Board in Draft 2 that were not needed because they also would be addressed in the Commission Formation Agreement. These provisions were deleted in Draft 3.

3. Section 5 on Powers includes some additional refinements

Draft 3 includes several refinements to the powers granted to the Commission, none have any major impact on those included in Draft 2. It's important that the powers granted to the Commission by the bill be clear and complete. While minor, the changes in Section 5 add clarity and completeness.

4. Prerequisite to start of construction in Section 9 clarified.

Draft 2 incorporated the requirement that before starting replacement bridge construction an agreement between the Commission and the owner of the existing bridge (POHR) be in place regarding the disposition of the existing bridge. Draft 3 augments the list of items to be addressed in this agreement to include mitigation of impacts to existing bridge operations.

5. Next Steps

Unless the Bi-State Working Group seeks changes to Draft 3, we will seek final BSWG sign-off on Draft 3 at the September 13th meeting of BSWG. Subsequently, assuming the bill is introduced in the 2022 legislative session, Draft 3 will be conveyed to legislative counsel, who will put Draft 3 into proper bill format. Thereafter, BSWG will be kept informed of any changes to the bill that may occur during the legislative processes in OR and WA.

POST-NEPA, PRE-CONSTRUCTION TASKS

9/10/21

Draft

EXPENDITURES

biennium

	TASK	EST.	FY1920	FY2021	FY2122	FY2223	FY2324	FY24-26
ALL PHASES	Fin. Strat.*	\$ 216,000	\$ -	\$ 24,000	\$ 24,000	\$ 48,000	\$ 48,000	\$ 72,000
	Admin/Legal A/Reimb*	\$ 1,185,000	\$ -	\$ -	\$ 105,000	\$ 255,000	\$ 275,000	\$ 550,000
	Admin/Legal B/Reimb*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Pub. Involve.*	\$ 190,000	\$ -	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 70,000
	RBMC A*	\$ 6,518,000	\$ -	\$ -	\$ 628,000	\$ 1,330,000	\$ 1,380,000	\$ 3,180,000
	RBMC B*	\$ 90,000	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ -
PHASE 2 / \$14M	Gov. Eval. I	\$ 75,000	\$ 30,000	\$ 45,000	\$ -	\$ -	\$ -	\$ -
	Updated PCE	\$ 88,000	\$ -	\$ -	\$ 88,000	\$ -	\$ -	\$ -
	Dev. RFP	\$ 66,500	\$ -	\$ 26,500	\$ 40,000	\$ -	\$ -	\$ -
	Gov. Eval. II	\$ 140,000	\$ -	\$ 100,000	\$ 40,000	\$ -	\$ -	\$ -
	Project Delivery Support	\$ 40,000	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
	Toll Policies	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
	P3 Evaluation/RFI	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
	Gov. Eval. III	\$ 250,000	\$ -	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ -
	GeoTech Borings	\$ 760,000	\$ -	\$ -	\$ 760,000	\$ -	\$ -	\$ -
	15% Engineering	\$ 4,440,000	\$ -	\$ -	\$ 3,440,000	\$ 1,000,000	\$ -	\$ -
	T&R Level 2	\$ 285,000	\$ -	\$ -	\$ 230,000	\$ 55,000	\$ -	\$ -
	30% Eng. A	\$ 305,000	\$ -	\$ -	\$ -	\$ 305,000	\$ -	\$ -
	30% Eng. B	\$ 757,000	\$ -	\$ -	\$ -	\$ -	\$ 757,000	\$ -
	PHASE 3 / \$14M	Obtain Rating	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -
Grant/Loan Apps		\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -
Gov. Impl. IV		\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ 240,000
Fin. Plan Final		\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
Legislative Req.		\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
T&R 3		\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
60% Eng.		\$ 8,000,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000
Bid Docs		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Permits		\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000
POHR Reform		\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
ROW Acquisition	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ -	
CONT	Contingency	\$ 6,106,000	\$ -	\$ -	\$ 630,000	\$ 500,000	\$ 2,976,000	\$ 2,000,000
	TOTAL	\$ 34,591,500	\$ 30,000	\$ 215,500	\$ 6,285,000	\$ 6,383,000	\$ 10,016,000	\$ 11,662,000
RESOURCES								
	HB2017 Budgeted	\$ 413,500	\$ 30,000	\$ 215,500	\$ 168,000	\$ -	\$ -	\$ -
	HB2017 Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	BUILD 2020	\$ 5,000,000	\$ -	\$ 4,200,000	\$ 800,000	\$ -	\$ -	\$ -
	Wash. State 2021	\$ 1,250,000	\$ -	\$ 1,050,000	\$ 200,000	\$ -	\$ -	\$ -
	Wash. State 2021	\$ 3,750,000	\$ -	\$ 867,000	\$ 2,883,000	\$ -	\$ -	\$ -
	Ore. ARPA 2021	\$ 5,000,000	\$ -	\$ -	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -
	Other Placeholder	\$ 7,516,000	\$ -	\$ -	\$ -	\$ 7,516,000	\$ -	\$ -
	Other Placeholder	\$ 11,662,000	\$ -	\$ -	\$ -	\$ -	\$ 11,662,000	\$ -
	TOTAL	\$ 34,591,500	\$ 30,000	\$ 215,500	\$ 6,285,000	\$ 6,383,000	\$ 10,016,000	\$ 11,662,000

Services Contract Preparation
Replacement Bridge Management Contract
Request for Proposals
Outline

1. Purpose of Request for Proposals

Commented [KG1]: Include Definitions sub-point

1. Purpose

- 1.1.1. The purpose of this Request for Proposals (RFP) is to hire a firm or a team of firms interested in providing professional consultant services to assist the Port of Hood River, "Port" or "Agency", in managing the replacement project, developing management plans, procuring an engineering team, coordinating public involvement and permit assistance for replacement of the Hood River-White Salmon Bridge, locally known as the Hood River Bridge. At the Port's discretion, this contract will have authorization steps at key milestones and may be terminated depending on circumstances of delivering the project.
- 1.1.2. The project will hereafter be referred to as the Bridge Replacement Project, or simply "Project". Proposers responding to the RFP do so solely at their expense, and Agency is not responsible for any Proposer expenses associated with the RFP.

2. Project Description/General Background Information

- 1.2.1. The Hood River Bridge spans the Columbia River, connecting the City of Hood River in Oregon to the cities of White Salmon and Bingen in Washington at river mile 169.0. The Hood River Bridge was built as the "Waucoma Interstate Bridge" in 1924. The Bridge was vertically elevated and a lift span added in 1938 as the river water level was raised with the completion of the Bonneville Dam. The Port of Hood River purchased the bridge in 1950. This toll bridge continues to be operated and maintained by the Port of Hood River. This major transportation route serves as an important link to local communities, the region, and interstate travel. The economic well-being of this region is dependent on this Columbia River crossing.
- 1.2.2. The existing bridge structure is 4,418 feet long and has two approximately 9.5-foot-wide travel lanes with no pedestrian or bicycle facilities. It has open-grid steel decking, with a 246-foot lift span over the river navigation channel. An engineering update in 2016 identified over \$50-million in repairs over a 15-year period. For example, an engineering study commissioned in Summer 2020 has determined current lift cables will need to be replaced at an estimated cost of \$1-\$1.5-million. Deck and weight limit restoration projects are also being planned.
- 1.2.3. The mid-Columbia Region has convened a Bi-State Working Group (BSWG) made up of elected officials from the City of Hood River, Hood River County and Port of Hood River on the Oregon side; and Klickitat County, and the Cities of White Salmon and Bingen on the Washington side. The BSWG serves as the Project's policy advisory committee and will play an active role in monitoring contract progress.
- 1.2.4. Though the Port is the current Project lead, it is the goal of the BSWG to form a new bridge authority to allow for representation by both sides of the river for any policy decisions related to construction, financing, operations and management. Other options for the ownership and operation of the replacement bridge include other state agencies, or a

public-private partnership (P3), depending on the funding sources used to construct the replacement bridge.

1.2.5. This Project is located in Hood River, Oregon and White Salmon, Washington, connecting across the Columbia River. The project area is shown in Figures 1 and 2 below.

3. Status of NEPA and ROD activities

1.3.1. The planning effort to replace the bridge started in the late 1990s. The effort started with the Southwest Washington Regional Transportation Council (RTC) utilizing federal funding to produce a Draft Environmental Impact Statement (Draft EIS) in 2003, a Feasibility Study Final Report in 2004, and a Type, Size & Location (TS&L) Study in 2011. In 2017, the Port received \$5-million from the State Transportation Plan (HB2017) to complete the environmental studies and keep the project moving forward.

1.3.2. The Final EIS/Record of Decision (ROD) is scheduled to be published by the end of first quarter 2022. The Preliminary Preferred Alternative EC-2 would construct a replacement bridge west of the existing bridge. The existing bridge would be removed following construction of the replacement bridge. Under Alternative EC-2, the main span of the bridge would be approximately 200 feet west of the existing lift span. The bridge terminus in White Salmon, Washington, would be located approximately 123 feet west of the existing SR 14/Hood River Bridge intersection, while the southern terminus would be in roughly the same location at the Button Bridge Road/E. Marina Way intersection in Hood River, Oregon, as shown in Exhibit and Exhibit

1.3.3. The Port conducted a Navigation Impact Report (NIR) in 2019 and received a U.S. Coast Guard (USCG) Preliminary Navigation Determination (PND) on January 21, 2020. The PND indicates a fixed span bridge with a horizontal clearance of 450-ft. and a maximum vertical clearance of 90-ft. A memo of understanding (MOU) will be signed by FHWA and ODOT committing to certain mitigation for the adverse effect to the historic current bridge

4. Bridge Replacement Approach and Timeline

1.4.1. It is anticipated that by mid to late 2022 an architectural/engineering contract will be awarded with a design duration of approximately three years. About one year prior to design completion a construction contract will be sought through competition, awarded and mobilized as design completes. An approximate duration of four years is expected for construction of the new bridge as well as demolition of the existing bridge once the new bridge has been opened for traffic.

1.4.2. Should insufficient funds be obtained through government, at some point the execution strategy may be adjusted to that of a Public Private Partnership (PPP).

1.4.3. Contract Phases

5. Funding for Services. The Port of Hood River and the members of the Bi-State Working Group have been awarded with \$15-million to begin the project management, design and continue other project studies.

1.5.1. The Port of Hood River, in partnership with Klickitat County, received notice in September 2020 that \$5-million had been awarded to the project from the US Dept. of Transportation. Most of the funding is earmarked for engineering/design. Staff anticipates that BUILD grant agreement will be executed in 1Q 2022.

1.5.2.The 2021 Washington state legislature appropriated \$5-million for the project via SSB 5165. The funding will be transferred from Washington to the Oregon Dept. of Transportation (ODOT) and will be included in Oregon’s State Transportation Improvement Plan (STIP). A grant agreement between ODOT and the Port is anticipated to be executed by the end of December 2021.

1.5.3.The 2021 Oregon state legislature passed HB5006 appropriating \$5-million of federal American Rescue Plan Act (ARPA) funding to the project. The state of Oregon and the federal government are currently negotiating the terms for the funding and it is anticipated that a grant agreement will be executed by Spring 2022.

6. Documents Available to Proposers. The Final EIS and Record of Decision is scheduled to be published in February 2022. The Supplemental Draft EIS and other project documents can be found at <https://portofhoodriver.com/bridge/bridge-replacement-project/bridge-replacement-project-resources/>.

7. Project Organization

Commented [KG3]: Include Project Organizational Chart

2. Scope of Services Requested

1. Overview

The Port of Hood River seeks to award a services type of contract in which the successful bidder will provide a team of professionals to act on behalf of the owner in managing the design and construction of a new Hood River Bridge.

The team is comprised of the following types of staff, all experienced in managing large projects with special emphasis on large bridges.

It is expected that several of these positions will be full time while others will be less so. It is further expected that as warranted, the team will be able to augment staff with other company employees as approved.

2. Work location

It is expected that an office will be opened by the successful bidder in either White-Salmon or Bingen Washington, just across the river from Hood River. It is further expected that some or all of staff will be working out of this office on a nearly permanent basis. Others may be working from corporate offices or from those of the selected design contractor’s offices. This is yet to be determined. Of course, because of the pandemic, locations of the workforce must be flexible and at times may have to work remotely.

Commented [KG4]: A private work space should be identified for the Owner.

3. Working hours

The project will be working a normal 40-hour workweek with minimal expected overtime. This may change later during the construction period.

4. Key Staff designation

Those positions listed as key staff indicate positions deemed critical to the success of the project and as such candidates for these positions must be approved by the owner in advance. Once done, the approved candidate cannot be removed from position by the company without prior owner approval. See [section 5.3.1](#) for further details.

5. Project Manager (PM)– Key Staff

2.5.1. Required full time locally for duration of project (assuming pandemic issues allow face to face meetings)

2.5.2. Minimum Education and Experience Requirements

The PM must have a minimum of 20-years experience managing large complex projects such as the Hood River Bridge replacement project. In addition, at least 15 of these years must have been associated with major bridges of a similar or more complex type.

It is expected that the successful PM will have a 4-year college degree preferably in either Project / Construction Management or Engineering.

The PM is expected to have excellent communication, team building, and organizational skills.

The PM will have a history of successfully lead projects using proven project management techniques such as managing to schedule and budgets; identifying risks and taking appropriate steps of mitigation, working with owners and other political bodies to communicate progress. The PM will be expected to be proactive and provide common sense solutions to problems as they arise.

2.5.3. Expected Services to be Provided

The PM will lead a team of professionals acting as the owner’s representative in all matters related to the Hood River Bridge Replacement project. These services include but are not limited to supporting the development and award of design and construction contracts; managing both contracts to ensure on time delivery, costs within budget, quality meeting specifications. The PM will be responsible for maintaining project schedules and budgets, identifying early potential cost savings ideas and mitigation of potential budget overruns. Overall coordination of bridge replacement will be also a major responsibility of the PM.

2.5.4. Key Deliverables

2.5.4.1. Project Management Plan for the project updates as needed

2.5.4.2. Cost and Schedule project baseline updated yearly

2.5.4.3. Project Schedule of entire project status at least monthly, updates based upon approval by indicated person described in [section 2.5.4.2](#) below.

2.5.4.4. Monthly progress reports denoting actions accomplished against the schedule, next months planned activities, new risk items opened, risk items closed, cost performance, schedule performance, status of funding and cashflow requirements, owner requests.

2.5.4.5. Status presentations monthly to the Bi State Working Group, the Port Commission as well as other bodies as requested.

2.5.5. Key Interfaces

- 2.5.5.1. The PM will report to the Hood River Port Executive for contractual matters such as contract changes, approval of change orders, modification of contractual obligations.
- 2.5.5.2. The PM will take directional, procedural and technical direction from the Lead Port Commissioner having responsibility for Bi State Working Group representation.
- 2.5.5.3. The PM will refrain from public disclosures of information without the permission of the Port Commissioner identified in section 2.5.4.2 above.

Commented [KG5]: In the NEPA contract, contract change orders required Board approval, intra-category movement required Exec. Director approval, and inter-category movement required Project Director approval.

Commented [KG6]:

Commented [KG7R6]:

Commented [KG8]: Is this section 2.5.5.2?

6. Project Engineer – Key Staff

- 2.6.1. Required full time locally until A/E contract awarded, then assume co located with A/E firm, then relocate to local office for the construction period (assuming pandemic issues allow face to face meetings)
- 2.6.2. Minimum Education and Experience Requirements

The Project Engineer must be degreed in civil / structural engineering and have a minimum of 15 years' experience in bridge design. Having a Professional Engineering license for Oregon and Washington is highly desirable. Experience in ODOT, WDOT and FHWA specifications is also highly desirable. Experience in developing RFP design packages is expected. Experience in managing successfully design efforts of such magnitudes as the Hood River Bridge Replacement project is also expected.

2.6.3. Expected Services to be Provided

The selected PE will be responsible for developing the technical sections of the future Architect Engineer (A/E) RFP, evaluating technical bid sections of submitted A/E proposals and making informed recommendations. This also applies to any changes to the A/E contract.

As the A/E contract progresses, the selected PE will be expected to review progress, help resolve technical issues, when needed translate technical issues into layman terms and present such to the various governing bodies for resolution. These bodies include the Bi State Working Group and well as the Hood River Port Commission.

The selected PE will review A/E progress reports and provide an independent assessment of true status of schedule and cost.

Prior to A/E award, the selected PE will be responsible for discussion A/E related issues regarding the replacement bridge which could include such items as options desired by local groups in arriving at required agreements and local permits.

2.6.4. Key Deliverables

- 2.6.4.1. Technical sections of the A/E RFP package
- 2.6.4.2. Monthly assessment of A/E progress
- 2.6.4.3. Presentation of technical issues to governing bodies requiring decisions
- 2.6.4.4. Maintenance of design related risk registers and open items requiring decisions from governing bodies.

2.6.5. Key Interfaces Matrix

As with all team members, the selected PE will report directly to the PM. It is expected that all directions will be made through the PM but informal communication will be provided to the governing bodies as requested and to the responsible Port Commissioner identified in [section 2.5.5.2 above](#).

7. Contracts Specialist – Key Staff

2.7.1. Required full time locally for duration of project (assuming pandemic issues allow face to face meetings)

2.7.2. Required full time locally for duration of project (assuming pandemic issues allow face to face meetings)

2.7.3. Minimum Education and Experience Requirements

The selected Contracts Specialist will have a four-year college degree and 15 years of contracting experience on large contracts (more than \$50 million dollars). The selected candidate will demonstrate strong abilities in contracting options, formulation, administration, and closeout. Experience in governmental contracting is also expected. Experience in governmental contracting within the Oregon, Washington as well as Federal domains would be considered a strength. The Contract Specialist should be knowledgeable of appropriate FAR regulations.

2.7.4. Expected Services to be Provided

2.7.4.1. Aid decision makers in deciding contracting options for both the A/E and Construction efforts. Present options, pros and cons for each, and provide recommendations as requested.

2.7.4.2. Write commercial sections of the A/E and Construction RFP packages

2.7.4.3. Administrate awarded contracts, evaluating invoices, changes, contractual notices to the contractor on behalf of the owner.

2.7.4.4. Ensure contractor meets contractual obligations.

2.7.5. Key Deliverables

2.7.5.1. Log of correspondence between contractor and owner.

2.7.5.2. Log of issues and open/closed actions

2.7.5.3. Cost Commitment register for each contract

2.7.6. Key Interfaces Matrix

As with all team members, the selected Contract Specialist will report directly to the PM. It is expected that all directions will be made through the PM but contractual matters dealing with approval to expend funds beyond already approved levels must be obtained from the Port Executive Director. It is further expected that from time-to-time discussions will take place with members of the Bi State Working Group and the Port of Hood River Commissioners.

8. Estimator / Risk Specialist

2.8.1. Required full time locally for duration of project (assuming pandemic issues allow face to face meetings)

2.8.2. Minimum Education and Experience Requirements

The selected candidate will have at least 15 years' experience in estimating large bridge projects using a wide variety of methodologies. Having a degree in engineering is also beneficial but can

be offset with experience. The selected candidate should have onsite construction experience in heavy construction with heavy bridge experience being more desirable.

The selected candidate will have demonstrated experience in all facets of estimating such as WBS, unit rate estimating, parametric estimating, unit rate development, material pricing at individual and composite levels, distributable estimating (time related and fixed), escalation, nonmanual support, contingency analysis to provide a partial listing.

Demonstrated skills in using various estimating tools and resources.

Demonstrated skills in helping the team to recognize, manage and document risk within a risk register.

2.8.3.Expected Services to be Provided

- 2.8.3.1. Inherit initial baseline estimate from owner. Conduct review of this estimate and determine areas of optimism as well as conservatism. Document both areas and communicate with the team and owner. Modify as directed.
- 2.8.3.2. Maintain configuration control of the Project Baseline.
- 2.8.3.3. As a design contract is awarded, adjust the baseline estimate with updated values. Develop needed reconciliations and present results.
- 2.8.3.4. As design progresses, review approaches against that included in the baseline. Develop trend estimates where approaches are different, or costs appear to be significantly impacted. Share these “trends” with team management and the owner at least monthly as well as overall impact to the approved baseline.
- 2.8.3.5. Develop and maintain a risk register for the project. Coordinate identification of risks. Capture risk registers from both the A/E and Construction contracts, summarize into an overall project risk register.
- 2.8.3.6. Develop a baseline update likely on a yearly basis working closely with the scheduler to show anticipated cost values, cashflow requirements as well as schedule impacts.

2.8.4.Key Deliverables

- 2.8.4.1. Cost Baseline including documents describing the Scope, Schedule, and Cost estimates of the project.
- 2.8.4.2. Trend reports showing interim changes either approved or potential that impact project cost and or schedule.
- 2.8.4.3. Risk register including mitigation items and status derived from both owner as well as design / construction contractors.
- 2.8.4.4. Required Cashflows for the project updated monthly

2.8.5.Key Interfaces Matrix

As stated elsewhere, all decisions are provided by the PM. It is expected that significant discussions will occur with the referenced person stated in [section 2.5.5.2](#). The selected estimator will be expected to make numerous presentations on both the baseline as well as the risk register to the governing bodies.

9. Planning and Scheduling Engineer – Key Staff

2.9.1. Required full time locally for duration of project (assuming pandemic issues allow face to face meetings)

2.9.2. Minimum Education and Experience Requirements

The selected Planning and Scheduling Engineer is expected to have a minimum of 15 years of PS experience preferably on major bridge projects. Experience PS design as well as construction efforts is expected. Field experience is also expected. Having an engineering or construction management degree is highly desired.

Experience using Primavera P6 or equivalent is highly desired. Experienced in development and maintenance of integrated resource loaded schedules is a requirement.

2.9.3. Expected Services to be Provided

There will be a hierarchy of schedules to be developed and maintained for this project. They are the Master Summary and Intermediate Level Project Schedule. This integrated schedule displays all activities needed by the Project to successfully design and then construct the replacement bridge and removal of the existing bridge.

Activities are to include ALL activities need to successfully complete the project and include actions needed for permitting, community related decisions, funding, proposal development/award, design and construction.

Mini schedules are to be used to focus attention into specific areas.

Design and Construction contractor schedules when developed are to be assessed against the official schedule. The official schedule can be when authorized adjusted to reflect current approaches.

Periodic updates upon approval of various schedules will be developed and issued.

Analysis of schedule issues will be developed and shared on a scheduled basis.

2.9.4. Key Deliverables

2.9.4.1. All schedules will be statused at least monthly and updated as requested (probably yearly).

2.9.4.2. Schedule performance analysis will be published at least monthly and will include analysis of the official baseline, design contractor and construction contractor schedules

2.9.4.3. Specialty schedules will be developed and issued as needed

2.9.5. Key Interfaces Matrix

The Planning and Scheduling Engineer will report day to day and receive direction from the PM. Additionally it is expected that the PS Engineer will communicate frequently with other team members to coordinate schedule issues.

In addition, it is expected that the PS Engineer will interface with the A/E Contractor and Construction Contractor schedulers to obtain and analyze their individual schedules.

A key interface will also be with that described in [section 2.5.5.2](#) above.

It is expected that the PS Engineer will make periodic presentations to both the Bi State Working Group and the Port Commission.

10. Community Interface

2.10.1. Required full time locally for duration of project (assuming pandemic issues allow face to face meetings)

2.10.2. Minimum Education and Experience Requirements

The selected communication specialist serving in the Community Interface position will have a college degree with at least 5 years' experience in all phases of Public Relations activities. The selected specialist should have Public Relations experience using various media such as video, written word, social media, zoom, and power point.

Excellent writing skills are an absolute must. Communication skills must also be exceptional.

2.10.3. Expected Services to be Provided

The specialist will develop a community outreach program to stimulate project awareness and to promote governmental funding support. The specialist will coordinate and set up various outreach meetings with local, state and federal officials where progress is shared and next steps discussed. The selected specialist will develop numerous information packages and presentations.

2.10.4. Key Deliverables

2.10.4.1. Communications Plan addressing community outreach, public awareness, political support of public officials.

2.10.4.2. Numerous presentations as requested.

2.10.4.3. Monthly news articles to be included in local newspapers and videos to be shared with local news TV stations.

2.10.4.4. Develop public process for developing support for aesthetic treatments on bridge

2.10.4.5. Develop plan for implementing Sec. 106 mitigation commitments

2.10.5. Key Interfaces Matrix

The communication specialist reports to the PM and works with the entire team, the Bi State Working Group as well as the Port Commission to share direction and status of the project. The PM provides direction to the communication specialist.

11. Regulatory Specialist – Key

2.11.1. Required full time locally through the first half of design (assuming pandemic issues allow face to face meetings)

2.11.2. Minimum Education and Experience Requirements

The Regulatory Specialist is expected to have a college degree in a related discipline and at least 5 years' experience providing permitting and regulatory compliance activities for large projects in either Oregon or Washington.

The specialist must understand environmental and other regulatory requirements facing the Project and have the ability to fashion then execute necessary activities to ensure that design and construction is being supported. Demonstrated ability to anticipate future potential issues will be important.

2.11.3. Expected Services to be Provided

Specialist will develop a listing of all permits required to execute both the design and construction of the project as well as the removal of the existing bridge. The specialist will work with the PS Engineer to layout a plan of actions to obtain the permits.

As part of the above, the Specialist will develop an interface plan addressing needed regulatory requirements.

The Specialist will work closely with counterparts in both the A/E Contractor as well as the Construction Contractor to ensure smooth and timely support.

2.11.4. Key Deliverables

Action plan showing all needed permits and actions needed to obtain each in support of the project schedule. Plan will be actively worked by the Specialist along with others and status provided at least monthly to the Owner.

Regulatory action plan defining all areas to be addressed. The Plan will be actively worked by the Specialist along with others and status provided at least monthly to the Owner.

2.11.5. Key Interfaces Matrix

Specialist will take direction from the PM. Specialist will interface with a wide group of people from the various regulatory agencies, local environmental groups, A/E Contractor, Construction Contractor as needed. Will likely provide presentations to both the Bi State Working Group as well as the Port Commission.

12. Construction Specialist – Key Staff

2.12.1. Required part time through about 50% design (can be remotely located) then full time there after being located on site (assuming pandemic issues allow face to face meetings)

2.12.2. Minimum Education and Experience Requirements

The selected candidate should have a college degree in either Construction Management or Engineering and at least 15 years of direct construction experience on bridge construction similar to the proposed design.

2.12.3. Expected Services to be Provided

- 2.12.3.1. Construction Input to the A/E RFP especially regarding the need for constructability reviews as design progresses.
- 2.12.3.2. Construction input to various Baseline estimates and cost/schedule studies.
- 2.12.3.3. Strong input into the identification and selection of Construction contracting approaches.
- 2.12.3.4. Determination of labor assignment - open shop vs union.

- 2.12.3.5. Input into various sections of the Construction RFP.
- 2.12.3.6. Part of the construction proposal review team
- 2.12.3.7. Ensures the Construction Contractor is providing a quality product conforming to design specifications.

2.12.4. Key Deliverables

- 2.12.4.1. Construction reviews and analysis of various estimates
- 2.12.4.2. Constructability review reports of design
- 2.12.4.3. Construction progress reviews and reports
- 2.12.4.4. Labor availability review of required construction forces along with determination of open shop or unionized work force and need for a potential labor agreement.
- 2.12.4.5. Development of a temporary facilities plan (laydown areas, pre-fabrication yards, relocation of Port Offices, etc...)
- 2.12.4.6. Coordination of Owner supplied services to Construction (if needed)

2.12.5. Key Interfaces Matrix

Reports directly to and takes direction from the PM. Makes presentation to the Bi State Working Group as well as the Port Commission on construction related topics.

13. Health and Safety Engineer (HSE)

- 2.13.1. Required part time up to Construction award then full time at the site (assuming pandemic issues allow face to face meetings)
- 2.13.2. Minimum Education and Experience Requirements

Selected HSE has a college degree in a related field with 5 years' experience managing H&S related issues on a major construction project in the field.

Must be knowledgeable with OSHA and other health and safety regulations and understands and has used health and safety metrics in the field.

Understands and has performed root cause analysis of events and has developed and implemented corrective actions as needed. Understands reporting requirements to the various governmental entities.

2.13.3. Expected Services to be Provided

Ensures the health and safety requirements are included in the Construction RFP documents.

Ensures that the Construction RFP submittals meet requirements.

Ensure that the awarded Construction Contractor implements a strong and viable Safety program.

Conducts root cause analysis and develops and implements corrective actions as needed.

Is the passionate safety professional on the project ensuring all operations are done so safely.

2.13.4. Key Deliverables

Health and Safety plan for the Project is develop, issued and implemented.

During construction, the HSE professional spends majority of the time observing the construction work effort ensuring plan of the day meetings focus on safety and daily operations are done so in a safe manner.

2.13.5. Key Interfaces Matrix

The HSE Specialist takes directions and reports to the PM.

14. Technical Support Specialists

2.14.1. Required full time locally for duration of project (assuming pandemic issues allow face to face meetings). Assumes local hire.

2.14.2. Minimum Education and Experience Requirements

This support staff doesn't necessarily need a college degree but should be experienced at editing various documents developed by others.

The support staff individual therefore must know how to type, have basic computer skills using tools such as Microsoft Office.

Has the ability and experience in developing presentations from content provided by others.

Assembles hard copy and electronic files of various documents such as progress reports, estimate review packages, risk registers.

Has experience using Excel to update various reports and estimates cell values provided by others.

Experienced in a 10 key calculator to check math and help assemble financial reports.

Experienced in setting up meetings and calendars.

2.14.3. Expected Services to be Provided

General support to other Replacement Bridge Management Contract personnel in supporting needed activities.

2.14.4. Key Deliverables

No direct deliverables.

2.14.5. Key Interfaces Matrix

Reports to the PM but supports all team members.

15. Other Tasks/Specialities

2.15.1. Project Delivery Evaluation

2.15.2. Tribal Agency Treaty knowledge, negotiations, and mitigation experience

2.15.3. National Scenic Area (NSA) permitting experience.

2.15.4. Public process for evaluating NEPA-related mitigation items and aesthetic treatments to be used as part of NSA permit application

2.15.5. Facilitation of Engineering firm selection process

3. Schedule of Deliverables

1. Baseline Estimate and Schedule for the Project statused monthly with actual progress (Budgeted Cost of Work Performed), actual costs (Actual Costs Expended), against planned costs (Budgeted Cost of Work Performed). Report must include analysis of deviations and plans for recovery as needed. This will be in three separate reports – one for the Replacement Bridge Management Contract, a second for the A/E contractor and a third for the Construction Contractor – new bridge and removal of the old bridge.
2. Monthly progress report for each of the three identified areas. Exact content of the reports will be defined upon award but will likely be extensive.
3. Trend report of issues currently under discussion that can impact the cost or schedule of the project.
4. Risk register highlighting new risks identified with mitigation plans along with status against previously identified risks.
5. Cashflow requirements and status.
6. Monthly Open Owner required decisions, descriptions, impacts and needed resolution dates.
7. Monthly Correspondence logs
8. Monthly Contract Change order logs with necessary actions identified.
9. Meeting notes and action items.
10. Monthly Critical Items Action Reports with status

4. Schedule of Values

1. Services type contract
2. Table of values by Discipline
3. Cost per hour Includes
4. Cost per hour Excludes

5. Term of Contract

1. Base contract

One four-year term.

2. Extensions

Four one-year extensions. Decisions regarding extension will be provided to the Contractor no later than 90 days prior to contract expiration.

3. Key staff departures

The Owner takes very seriously the need to have qualified productive staff working the Port Replacement Bridge Project.

5.3.1. Contractor requested

During the first year, should the Contractor wish to remove any key staff (not including for cause terminations) then the Contractor will be expected to provide immediately a qualified candidate acceptable to the owner. In addition, a penalty of \$50,000 will be assessed for each condition payable upon receipt of next invoice.

Should the authorization for removal be given by the owner and the position not be filled with a qualified candidate acceptable to the owner, then for each month the Contractor will be assessed a penalty of \$10,000 per each month the position is unfilled.

5.3.2. Client requested

Should the Client determine that a Key team member is not executing responsibilities as needed, then the Client will inform the Contractor in writing requesting the said Key member be removed and replaced with a suitable candidate. It is expected that the Contractor will take all necessary steps to replace the individual in an expeditious manner. The Client will work cooperatively with the Contractor and will not delay candidate approvals.

Should a Key member of the team not be replaced within 3 months, then a penalty of \$10,000 per month will be assessed beginning with month 4.

4. Performance Feedback

5.4.1. Usage of performance feedback both to the Contractor from the Owner as well as from the Contractor to the Owner.

The Owner desires a collaborative and productive working environment with the Contractor. This will be a multi-year relationship involving complex issues. Open communication is of paramount importance. The goal to be pursued with all efforts is to have a safe, compliant, affordable, attractive new bridge constructed and in place as soon as practicable.

In order to succeed both parties, the Owners and the Contractors must work collaboratively to resolve issues that will come up. The Owner understands that ALL major projects face challenges. The successful ones are those that teams work together quickly to resolve them without placing blame or pointing fingers or keeping score. This is the environment the Owner wishes to develop on this project.

5.4.2. Performance Goals

Within the first three months of the contract, the owner will develop a list of goals to be performed during the first 12 months of the contract. These will be shared with the Contractor.

For subsequent contract years, the Owner will develop next year goals during month 11 of the previous year and share with the Contractor prior to new year start.

5.4.3. Interim Performance Assessments

At the end of each 6-month period, the owner will consolidate performance evaluations of the Contractor from various sources such as the Bi State Working Group, the Port of Commissioners, the Port Administration and present a summary of performance to the Contractor. Clarifications as requested will be provided.

5.4.4. Year End Performance Assessment

At month 11 of each year, performance assessment information will be sought from the same sources as those for the six-month assessment. Results will be consolidated and discussed with the Contractor.

5.4.5. Feedback to the Owner

The Owner desires feedback from the Contractor especially where we are not supportive of the efforts needed. The Contractor will offer a feedback program to the Owner for consideration.

5. Termination of Services

5.5.1. Owner may terminate this Contract immediately, in whole or in part, upon written notice to Consultant, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

- 5.5.1.1. Owner lacks lawful funding, appropriations, limitations or other expenditure authority at levels sufficient to allow Owner, in the exercise of its reasonable discretion, to pay for Consultant's Services;
- 5.5.1.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under this Contract are prohibited or Owner is prohibited from paying for such Services from the planned funding source;
- 5.5.1.3. Consultant no longer holds all licenses or certificates that are required to perform the Services; or
- 5.5.1.4. Consultant fails to provide Services within the times specified or allowed under this Contract; fails to perform any of the provisions of this Contract; or so fails to perform the Services as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Owner, does not correct such failures within the time that Owner specifies (which shall not be less than 10 calendar days, except in the case of emergency).

5.5.2. Consultant's Right to Terminate for Cause.

- 5.5.2.1. Consultant may terminate this Contract if Owner fails to pay Consultant pursuant to this Contract, provided that Owner has failed to make such payment to Consultant within forty-five (45) calendar days after receiving written notice from Consultant of such failure.
- 5.5.2.2. Consultant may terminate this Contract, for reasons other than non-payment, if Owner commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform under the Contract within the time specified, or so fails to perform as to endanger Consultant's performance under this Contract, and such breach, default or failure is not cured within thirty (30) calendar days after delivery of Consultant's notice, or such longer period as Consultant may specify in such notice.

6. Payment of Invoices

5.6.1. Invoice receipt and review

5.6.1.1. RBMC Invoice

The successful RBMC will submit once a month invoices for services rendered. Such invoices will list separately by individual name, hours worked, location of work performed, base salary, salary adds, overheads, fees. In addition, other approved costs for such things a local office rent, utilities etc will also be invoiced showing copies of associated billings for support. The exact format and content will be discussed and mutually agreed to between the RBMC and the Port Accounting Department within the first month of award. Payments will be net 30 days upon receipt of an approved invoice.

5.6.2. Dispute resolution

Commented [KG9]: Provision details included in Sample Contract Exhibit

Should a portion of the invoice be disputed, all efforts will be made between the Port Accounting Department and the RBMC to quickly resolve the disputed amount. Should the issue require longer than a few days to resolve, the Port Accounting department will adjust the invoice to temporarily remove the disputed amount and process payment for that portion of the invoice that is not in dispute.

Once the disputed values are resolved, then payment of any amount due will be made with the next invoice. Records will be maintained by the Port Accounting department indicating any disputed amount, cause, resolution, and date of payment. This report will be shared with the RBMC monthly or as requested by the RBMC.

5.6.3.A/E and Construction Contractor Invoices

A/E and Construction Contractor invoices will be processed through the RBMC prior to payment by the Port Accounting Department. The RBMC will be responsible for reviewing and ensuring work billed is work accomplished under the terms of the appropriate contract. Issues of dispute will be negotiated between the RBMC and the responsible contractor. The RBMC working with the responsible contractor will make necessary adjustments to the invoice such that the RBMC and initial off that the subject invoice can be paid. Minor adjustments can be made to the face copy of the invoice to expedite payments. Details as to final process will be resolved between the RBMC and the Port Accounting Department prior to award of the A/E contract.

7. Business Registry Number/Registered Agent

If selected for Contract award, Proposer must be duly authorized by the States of Oregon/Washington to transact business in both States before executing the Contract. Firms that contract with Agency are responsible for compliance at all times with all applicable legal requirements regarding business organization, authorization and registration. The apparent successful Proposer(s) (unless you are an individual operating as your [real and true name](#) or otherwise exempt under applicable laws) shall submit a business registry number from the Oregon and Washington Secretary of States. See [process for obtaining a business registry number](#). All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding [Registered Agents](#). For more information, see [Starting a Business](#) and [Laws and Rules](#). The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

Commented [KG10]: Should contractor be registered to work in both Oregon and Washington?

8. Tax Identification Number. The apparent successful Proposer(s) shall provide their Taxpayer Identification Number ("TIN") and backup withholding status on a completed [W-9 form](#) if either of the following apply:

- 5.8.1. When requested by Agency (normally in an intent to award notice), or
- 5.8.2. When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.
- 5.8.3. No payment can be made until a properly completed W-9 is on file with Agency.

9. Consultants/contractors shall use recyclable products to the maximum extent economically feasible in the performance of the Services.

Commented [KG11]: Recycled products language from ODOT

6. Liabilities and any need of bonding along with Indemnification

- 1. Certificates of Insurance. The apparent successful Proposer shall provide (hard copy or electronically via e-mail or fax) Certificates of Insurance to Agency for levels of Insurance coverage shown in Exhibit C of the Sample Contract (RFP Attachment A) prior to Contract execution. Apparent successful Proposers that have current Certificates of Insurance (with all required coverages and not specific to a particular project) on file with Agency will not be required to resubmit these. Agency may determine that project-specific insurance coverage is required on a case-by-case basis.

7. General Requirements

1. Response Documents

- 7.1.1. Request for Proposals
- 7.1.2. Addenda to RFP (if applicable)
- 7.1.3. Qualifications of Consultants
- 7.1.4. Responses should be prepared simply, economically, and sustainably and provide straightforward, concise descriptions of qualifications and work scope to satisfy the requirements of the RFP. Responses should be submitted within a 1-inch, 3-ring binder. The Port of Hood River shall not be liable for any expense incurred in the preparation of responses. All responses and submissions will become the property of Port of Hood River and will not be returned to the respondent.

2. Addenda to RFP

- 7.2.1. The Port of Hood River reserves the right to make any changes in the RFP as deemed appropriate. Any and all changes shall be made by written Addendum, which shall be issued by Port to all interested firms who have been issued copies of the RFP from Port.

3. Submittal of Responses

- 7.3.1. The proposal including the Qualifications of Consultants will be received by the Port until 4:00 p.m. (Local Time), Date. Any response received after the prescribed deadline will not be considered.
- 7.3.2. Proposals may be mailed or hand delivered, and shall be addressed as follows:
 - 7.3.2.1. Port of Hood River
 - 7.3.2.2. ATTN: Project Director
 - 7.3.2.3. 1000 E. Port Marina Dr.
 - 7.3.2.4. Hood River, OR 97031
- 7.3.3. Proposals shall be sealed in an envelope, box, or other suitable package. To ensure proper identification and handling, mark in the lower left-hand corner of the package: "BRIDGE REPLACEMENT PROJECT"
- 7.3.4. The bidder will submit five (5) hard copies of the proposal offering and one (1) electronic file (PDF on a USB Flash Drive) at the time and place specified above.

Commented [KG12]: General Requirements language from SW Washington Regional Transportation Council (RTC)

- 4. Validity Period. Proposals shall be considered current and a valid offer to undertake the work, subject to successful negotiation of a contract, for a period of at least ninety (90) days and shall contain a statement to that effect.
- 5. RFP Evaluation Process. The following timeline will be observed in selecting a consultant:
 - 7.5.1. Release of Request for ProposalsOctober 22, 2021
 - 7.5.2. Pre-Submittal MeetingOctober 29, 2021
 - 7.5.3. Submittals Due to Port December 3, 2021
 - 7.5.4. Interviews with top ranked Proposers December 15, 2021
 - 7.5.5. Interested firms must be prepared to make themselves available on the above date for an interview in Hood River, Oregon. A time schedule will be established after Proposals are reviewed.

Commented [KG13]: This could be pushed into first week of November without changing submittal due date.

8. Requests for Proposals

- 1. Each Response shall contain the following items:
 - 8.1.1.A Letter of Transmittal containing a statement addressing the required validity period (need to develop validity period of proposal) and a statement that the consultant has received, read, and understands this Request for Proposals (no more than 2 pages).
 - 8.1.2. Response documentation as outlined in Section 7.1 (Response Documentation)
 - 8.1.3. Table of Contents and page limits
 - 8.1.4. Executive Summary/Overview (1 page)
 - 8.1.5. List of Team members and qualifications (1 page per proposed individual)
 - 8.1.5.1. Photo of each team member
 - 8.1.5.2. List of experience and educational background
 - 8.1.5.3. Commitment to serve
 - 8.1.6. Approach to meeting contract intent and deliverables (5 pages)
 - 8.1.7. History of past company experience in similar roles and projects (3 pages)

- 2. All responses will be limited to 20 – 8 ½ x 11 single sided pages, not including cover page, letter of transmittal, table of contents, required certificates, exceptions to sample contract, references, resumes, and any tabs or section dividers. Proposers are limited to a maximum of 10 pages for resumes of key personnel and lead staff. All other bios must stay within the 20-page limit. Responses should be prepared simply, economically, and sustainably. Printed responses should be submitted within 1-inch, 3-ring binders. Any proposal in excess of page limitations will be returned as non-conforming.

Commented [KG14]: Originally 30 pages. Somewhere in between?

- 3. Understanding and Approach by Consultant
 - 8.3.1. Provide a narrative demonstrating the consultant's understanding of the Hood River Bridge Replacement Project and the need for consultant assistance. Address how the consultant will provide guidance and assistance in conducting the following tasks: 1) Project Management and Coordination, 2) Public Involvement, 3) Project Delivery Coordination, 4) Tolling and Revenue Study Coordination, 5) NEPA/Section 106 Mitigation Assessment, 6) Engineering Technical Review, 7) Governance, and 8) Permit Assistance. As

Commented [KG15]: Used by RTC for NEPA procurement

part of the narrative regarding Public Involvement, provide Consultant's experience with, and approach to utilizing volunteers or advisory committees, especially with respect to the Bi-State Working Group.

- 8.3.2. The proposal shall include a description of the proposed approach for the Project. The proposed approach shall include the approach to (accomplish list of tasks). The proposed approach shall include key considerations required for the Project to reach the clearances and approvals needed for the Bridge Replacement Project to move forward in a timely manner. The proposed approach shall also include an anticipated schedule for major activities and milestones.
- 8.3.3. The narrative should also address how the consultant will coordinate with Port of Hood River and its partnering agencies.

4. Qualifications of Consultant

- 8.4.1. Describe the depth of your team's relevant experience and skills and relate that experience to your understanding of the project. Emphasize the direct and related experience of your team's project personnel (not the reputation or experiences of the firms with which they are associated).
- 8.4.2. Describe your team's approach in communicating with the Port of Hood River and the partner agencies.

5. References of Consultant. Include as an attachment a minimum of three (3) relevant client references. Provide the name and phone number of the individual to be contacted for each reference. References should include a written description of the work performed.

6. Project Team. The Proposals shall include a description of the project team, including the project manager, and an organizational chart showing responsibilities and decision-making authority. Project team members are to be identified by name, fields of expertise, specific responsibilities on the project, as well as estimated percentage of participation in the project. Resumes for project personnel are also to be included.
7. Availability. Include a statement of other work currently underway or anticipated to be in progress during the time frame of this project.
8. Other Information. Consultants are free to provide other information that may assist the Port of Hood River in determining the consultant's qualifications to undertake the work described. Price proposals shall not be submitted as part of Consultant response to this RFP.
 - 8.8.1. Table of Prices

Replacement Bridge Management Contract																	
Schedule of Costs																	
POSITION	Key	A				B				C				Expected Involvement			
		Hourly Salary & Payroll Adds		Corporate Overhead		FEE		All In Labor		Base Contract		Option Years					
		\$ / Hour Worked	% of A	% of A	% of A	% of A	% of A	% of A	% of A	1	2	3	4		5	6	7
1	Project Manager	Key								0%							Full Time
2	Project Engineer	Key								0%							Full Time
3	Contracts Specialist	Key								0%							Full Time
4	Estimator/Risk Engr	Key								0%							Full Time
5	Planning/Scheduling Engr	Key								0%							Full Time
6	Communications Specialist									0%							Full Time
7	Regulatory Compliance									0%							Full Time First Year
8	Construction Coordinator									0%							Part Time until A/E Award Full Time
9	Support Services									0%							1 Full Time, 1 Starting with A/E Award
10	Health & Safety									0%							Full time from Constr Package Development
OFFICE SPACE		Cost Per Month															
1	Lease cost per month																
2	Utilities																
3	Mobilization																
Sizing:																	
Number of Offices																	
Number of Work Stations																	
Conference Room		1															
Client Office		1															
Office Space to be in either White-Salmon WA or Bingen Wa																	

The excel spread sheet of values shown above and attached is to be populated by position and position type. Costs shown in column A is to be salaries and payroll adds per hour for only those hours worked on this project. The project will not be paying directly costs for sick time, holidays, or vacation time away from work.

Column B and C related to corporate overheads and fees to be charged per working hour on this project.

It is highly recommended that full time staff reside within commuting distances from the project. Public and community involvement will likely be significant, and support is necessary for a successful project. Of course, this is dependent upon status of any pandemic issues that may exist.

Any escalation (future raises etc..) is to be reflected on the right side of the table as a % change to column D. The values are to be increases by the start of each declared year.

Complete excel spread sheet and submit with proposal. (1 page)

9. OPEN

10. Consultant Selection

1. Evaluation Committee

10.1.1. There will be a three-member evaluation board for this procurement. The board will consist of three members of the Bi State Working Group of which one member is also from the Port Commission. In addition, the Port Executive Director will attend the reviews as a non-voting member of the evaluation board. The decision of which bidder to recommend will be made after all considerations of scoring associated with the written proposal as well as the oral presentations. Decision will require at least a 2/3 vote to award. This recommendation will then be presented to the Hood River Port Commission for final review and approval prior to formal award by the Port Executive Director.

Commented [KG16]: For the NEPA contract evaluation, the committee was made up of Port Project Director, Port of Klickitat ED, City of Hood River Comm. Dev. Dir., WSDOT Reg. Planner, and ODOT Reg. Planner. When discussed earlier, there was some desire to have the committee made up of agency appointed officials and DOT reps.

Commented [KG17]: Suggested language: The evaluation committee consists of three representatives of the Bi-State Working Group. A representative from Klickitat County will serve as chairperson for and facilitate the evaluation committee, with Port staff providing staff assistance. Proposers shall refrain from contacting members of the Evaluation Committee about this RFP and RFP process after (date of RFP release).

2. Evaluation Criteria

10.2.1. Proposers should note that this project has a Disadvantaged Business Enterprise (DBE) goal of 11.6%.

Commented [KG18]: FHWA Language

10.2.2. The scoring from the Evaluation Committee will be averaged for each Proposer. The highest average scores from both the proposal and interview will be used to rank Proposers for consideration for contract award by the Port Commission. A maximum of fifty (50) points are possible for proposals and fifty (50) points for interviews for a total of 100 points. The Evaluation Committee shall use the following criteria to evaluate qualified and eligible proposals to determine which firms will be invited for interviews/presentations. The scores will be averaged to the tenth to determine rankings. Ties, as described below, will be broken by removing the high and low individual scores with the new averages compared.

Commented [KG19]: Added detail suggested from FEIS selection to address fractional differences.

10.2.3. Submitted proposals will be screened for further consideration based upon completeness of proposal, relevant experience and perceived quality of the proposed team along with quoted pricing. The top three bidders will be then further processed and invited to participate in the oral presentation.

3. Written Proposals (50 points / 50%)

10.3.1. A maximum of fifty (50) points are possible for proposals per each evaluator. Individual scores will be averaged to determine ranking. Proposers within 5 pts. of the highest average score, but not more than the top three (3) Proposers, will be invited for interviews. Ties for third place will be broken by removing the high and low individual scores with the new averages compared. If there is still a tie, both firms will be interviewed.

Commented [KG20]: Selection language addresses ties

10.3.2. Scoring Items

Commented [KG21]: Cannot include Price as a component of selection

10.3.2.1. Price (30 Points/30%)

Commented [KG22]: The Local Agency Guidance also states "Price cannot be a selection factor for Formal solicitations if federally funded. Therefore, a cost estimate (or breakdown of hours with or without pricing) cannot be requested from Proposers on Formal RFPs until after evaluation and selection of top ranked firm. See 23 U.S.C. 112(b)(2).

10.3.2.1.1. Add measurable criteria for committee direction

10.3.2.1.2. Add measurable criteria for committee direction

10.3.2.2. Quality/Experience of the Proposed Team (10 Points/10%)

10.3.2.2.1. Add measurable criteria for committee direction

10.3.2.2.2. Add measurable criteria for committee direction

10.3.2.3. Corporate Experience and Reach Back Capability (10 Points/10%)

10.3.2.3.1. Add measurable criteria for committee direction

10.3.2.3.2. Add measurable criteria for committee direction

10.3.2.4.

4. Oral Presentations (50 points / 50%)

10.4.1. A maximum of fifty (50) points are possible during the interview round. The evaluation committee shall use the following criteria to evaluate invited Proposers.

Commented [KG23]: Selection language addresses ties

10.4.2. Scoring Items

Commented [KG24]: Cannot include Price as a component of selection

10.4.2.1. Quality/Experience of Proposed Project Manager (15 Points/15%)

10.4.2.1.1. Add measurable criteria for committee direction

10.4.2.1.2. Add measurable criteria for committee direction

10.4.2.2. Quality and Experience of Team Members (15 Points/15%)

10.4.2.2.1. Add measurable criteria for committee direction

- 10.4.2.2.2. Add measurable criteria for committee direction
- 10.4.2.3. Problem 1 Solution (10 Points/10%)
 - 10.4.2.3.1. Add measurable criteria for committee direction
 - 10.4.2.3.2. Add measurable criteria for committee direction
- 10.4.2.4. Problem 2 Solution (10 Points/10%)
 - 10.4.2.4.1. Add measurable criteria for committee direction
 - 10.4.2.4.2. Add measurable criteria for committee direction
- 10.4.2.5.

5. Tabulation Process

- 10.5.1. After the interviews and post-interview discussions, the chair will collect the individual evaluation documents and submit to the Port’s Executive Director (or designee). The Executive Director will prepare a matrix of the scores and recommend to the BSWG and then the Port Commission a firm with which to enter into negotiations. The Port Commission will review the recommendation and make the final determination of whether, and with whom, to initiate negotiations.
- 10.5.2. The Port Commission reserves the right to reject all Proposers and reassess the evaluation process at which time a notice will be sent to all Proposers

Commented [KG25]: Selection language addresses ties

6. Negotiations

- 10.6.1. At the Port Commission’s direction, the Executive Director (or designee) will negotiate the project scope, hours, budget and contract with the selected Proposer. At the completion of the negotiations, the Executive Director will present and make a recommendation to the Port Commission. The ultimate decision to execute the negotiated contract rests with the Port Commission.
- 10.6.2. If a contract acceptable to Port Management and the Port Commission cannot be negotiated, negotiations will be terminated and the Executive Director may recommend to the Port Commission that negotiations be initiated with the next highest ranked Proposer.

11. RFP Attachments. The following attachments are not physically attached but incorporated into this RFP with the same force and effect as though fully set forth herein. The attachments are available for download from the advertisement on this RFP on the ORPIN Web site at:
<https://orpin.orgon.gov/open.dll/welcome>.

- 1. Sample Contract
- 2. Previous Studies (via links to electronic versions)
- 3. Proposal Cover Sheet
- 4. Project Samples and References
- 5. Federal Highway Administration (FHWA) Forms
- 6. Oregon and/or Washington Depts. of Transportation Forms
- 7. Conflicts of Interest (COI) Disclosure Form.

Commented [KG30]: ODOT conflict of interest provisions.

- 11.7.1. If any disclosures are required per the ODOT COI Guidelines that were not disclosed with the Proposal submittal (or that occurred or were discovered since the Proposal submittal), the apparent successful Proposer(s) shall complete and submit a signed COI Disclosure Form within 5 business days of receipt of Intent To Award notice. The apparent successful Proposer(s) shall incorporate in each required COI Disclosure Form any COI disclosure information provided by its staff and attach COI Disclosure Forms from each of

its subcontractors (that have required disclosures per the ODOT COI Guidelines), prior to such Firm performing any Services under a Contract.

The ODOT COI Guidelines and COI Disclosure Form are available at:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx> (under "Miscellaneous Procurement Forms"). COI Disclosure Form(s) may be submitted as hard copy or electronically via e-mail or fax.

11.7.2. If, following review of Proposer's COI Disclosure Form(s), a Proposer selected for tentative award is determined to have a conflict of interest that cannot reasonably be mitigated to Agency's satisfaction; the tentative award to that Proposer may be withdrawn. At Agency's discretion, tentative award may then be made to the next Proposer in the Proposal rankings.

11.7.3. If Agency elects to add by amendment CA/CEI Services to the Contract resulting from this RFP, additional COI restrictions may apply.

8. List of Subconsultants. The apparent successful Proposer shall submit, within 5 business days of receipt of Intent To Award notice, a list of subconsultants, electronically in MS Word format, using the "Subconsultant/Subcontractor List" available at:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx> (under Miscellaneous Procurement Forms). List subconsultants, if any, proposed for use under the Contract.

9. Responsibility Inquiry Form. Responsibility Inquiry Form. The apparent successful Proposer shall submit a completed, accurate and signed Responsibility Inquiry form within 5 business days of receipt of Intent to Award notice (see form for additional information regarding Agency's responsibility review). The Responsibility Inquiry form is available at:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx> (under Miscellaneous Procurement Forms) and may be submitted as hard copy or electronically via e-mail or fax.

Consultant is responsible for any and all contractual matters, including performance of Services and the required deliverables included in the Contract, whether Consultant, a representative of Consultant, or subconsultant/subcontractor of Consultant produces them.

10. Quality Plan. A Quality Plan ("QP") must be on file with Agency. The QP must be developed consistent with requirements of Agency's "Guidance/Template for Consultants" available online at: https://www.oregon.gov/ODOT/Business/Documents/Consultant_Quality_Plan_Model.doc.

If an approved QP for the needed Services is not on file at Agency, the apparent successful Proposer(s) shall provide a QP for Agency's review and approval. If an existing, approved QP on file with Agency is not in conformance with the requirements of the current template linked above, or if the QP is over 3 years old, an updated QP must be submitted based on the current template. Submit the QP electronically in MS Word or PDF format within 14 calendar days of Intent to Award notice. Agency may rescind the award for any apparent successful Proposer that does not submit a QP in the time requested and may select the next highest ranked firm for award.

11. JOINT VENTURE/PARTNERSHIP INFORMATION. An apparent successful Proposer, if a Joint Venture/Partnership shall, within 14 calendar days of Intent to Award notice, provide a copy of the joint venture agreement or partnership agreement evidencing authority to propose and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

Commented [KG31]: ODOT list of subs.

Commented [KG32]: ODOT form for debt owed to state

Commented [KG33]: ODOT Quality Plan

Commented [KG34]: ODOT joint venture/partnership disclosure

12. COMMITTED DISADVANTAGED BUSINESS ENTERPRISE (DBE) BREAKDOWN As required in Exhibit E of the Sample Contract (Attachment A), the apparent successful Proposer(s) must submit, prior to execution of the Contract (during negotiations), a completed and signed Committed DBE Breakdown and Certification Form-AE (one for each DBE sub). See submittal instructions on the "Instructions" tab of the form. The Committed DBE Breakdown and Certification Form(s)-AE is available at <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>.

Commented [KG35]: ODOT/FHWA DBE requirement. Need to find out if the the RBMC will fill out the same form as A/E firms or if there's another form for OR/PM

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BRIDGE REPLACEMENT PROJECT

Bi-State Working Group Meeting Summary

Thursday, July 12, 2021 | 2pm
Port of Hood River – via Zoom
1000 E Port Marina Drive, Hood River OR 97031

In Attendance:

Committee: Kate McBride (Mayor), City Hood River; Kristi Chapman (Commissioner), Port of Hood River – Alternate; Bob Benton (Commissioner), Hood River County; Arthur Babitz (Commissioner), Hood River County – Alternate.

Consultants: Steve Siegel, Siegel Consulting; Hal Hiemstra, Summit Strategies

Members of the Public: Gordon Kelsie, Klickitat County Public Works Director

Staff: Michael McElwee, Executive Director; Kevin Greenwood, Bridge Replacement Project Director

Media: None.

Updates:

Miles Pengilly reported that they were successful in getting the \$5 million for the Hood River Bridge project. The funding was through the American Rescue Plan Act. It is still to be determined on where or how the funds can be used. Pengilly noted that at the next session they will be speaking about the Bridge Authority and explain why this is important. Kevin Greenwood asked if there is anything they should be doing in advance, to let Salem know what they are working on. Pengilly replied that they should provide an informational document explaining the Bridge Authority and why it's important to pass this bill in 2022.

Governance Legislation Review

Steve Siegel's presentation provided an overview on Governance Legislation. Siegel noted some issues with the first draft that included the restructure of the Act as "General Legislation", establish bridge commission as "Public Corporation", and seek tax attorney review of federal tax status of bonds. Siegel fielded questions from the Committee.

Kristi Chapman asked if it would save time to restructure the Act by using different wording to make it more specific to Hood River or is it better to generalize for everyone to use. Siegel replied that he would check with the Washington attorney that he is working with.

Mike Fox asked when legislation would be in place so that they can move forward. Fox also asked if there would be an impact for obtaining funds without legislation. Siegel replied that it would impact the ability to obtain funds. Siegel commented that the initial schedule noted that legislation would be completed in the

2023 session. Fox challenged Siegel about proceeding with bridge replacement without the new governing body in place, Siegel said yes we could.

Adjourn:

Greenwood reported that Federal Highways is interested in working directly with the Port for the administration of their \$5 million. A draft letter for the federal delegation was provided to the Committee for review. Greenwood noted that a Gorge One letter will be going out today. A dollar amount was not included in the letters as it is unclear how much money will be available. Arthur Babitz asked why a dollar amount was not included in the letter. Greenwood replied that it was not clear in Washington DC about what the right size ask would be. The main purpose of the letter is to make them aware of the project. Fox asked what total amount is needed for the bridge replacement. Greenwood responded that on the high end it would be about \$400 million. Fox requested to see the estimates for the bridge replacement and requested a meeting with WSP or a side group to explain the estimates within the next two weeks.

Greenwood noted that the meeting with Yakima Nation went well. It is likely that the treaty fishing access site will be closed during construction, and there may be a request for compensation for the loss of access. Next meeting is on August 9.

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