

Hood River White Salmon Bridge Authority

Regular Meeting Agenda



Date: July 10, 2023

Time: 2:00 – 4:00 PM

Location: White Salmon City Council Chambers
119 NE Church Ave, White Salmon WA

Meeting ID: 834 7376 3179

Join Zoom Meeting: <https://us06web.zoom.us/j/83473763179>

2:00 pm	<ul style="list-style-type: none"> 1. Call to Order <ul style="list-style-type: none"> A. Roll Call (Confirm Quorum 4) 	
2:05 pm	<ul style="list-style-type: none"> 2. Modifications, Additions to Agenda 	
2:05 pm	<ul style="list-style-type: none"> 3. Public Comment (3 minutes per person, 30 minutes maximum total) 	
2:20 pm	<ul style="list-style-type: none"> 4. Executive Reports <ul style="list-style-type: none"> A. Co-Chairs Report (Each Meeting) B. Executive Director/Bridge Update Report (Each Meeting) C. Review of Open Action Items (Each Meeting) D. Budget Report (2nd Meeting) 	Page 37
2:30 pm	<ul style="list-style-type: none"> 5. Consent Agenda <ul style="list-style-type: none"> A. Approval and/or Correction of Minutes <ul style="list-style-type: none"> i. BSWG Meeting Minutes from 6.26.23 B. Interim Co-Chairs C. Adoptions of Interim Rules Exhibit B from the Commission Formation Agreement D. Legal Services Request for Qualifications (RFQ) <ul style="list-style-type: none"> i. Contract Review Board/Selection Committee E. Physical Address F. Use of term “Commissioner” for board members G. Employer Identification Number/SAMS 	Page 39
N/A	<ul style="list-style-type: none"> 6. Committee Reports <ul style="list-style-type: none"> A. TBD 	
3:00 pm	<ul style="list-style-type: none"> 7. Presentations <ul style="list-style-type: none"> A. General Project Overview B. Communications C. Organizational Readiness 	
3:45	<ul style="list-style-type: none"> 8. Unfinished Business 	
3:50	<ul style="list-style-type: none"> 9. New Business <ul style="list-style-type: none"> A. Action Items <ul style="list-style-type: none"> i. Communications ii. HNTB Amendment 4 iii. Insurance Coverage B. Informational Items <ul style="list-style-type: none"> i. Public Records Policy and Forms ii. Email Secretary of State in WA and OR iii. Members and Alternates Written Affirmation iv. .GOV site/YouTube/Zoom Account v. Bridge Authority Roster 	Page 100

C. Upcoming Action Items

- i. Intergovernmental Agreement w/ Port of Hood River
- ii. Confirmation/Appointment of Officers
 - 1. Executive Director
 - 2. Chief Financial Officer
 - 3. Secretary
 - 4. Treasurer
 - 5. Other
- iii. Update Interim rules and bylaws
- iv. Regular Meeting: Date/Time/Location
- v. Public Records Policy
- vi. Intergovernmental Coordination Policy (WSDOT/ODOT/FHWA)
- vii. Reimbursement Rules
- viii. Sub-Committee Assignments
- ix. Raise Grant Execution
- x. Procurement and Contracting Rules
- xi. Regulatory Compliance/Mitigation/Commitments

10. Confirmation of Directives

3:55 pm

11. Announcements

A. Community Events

Date	Event	Location	Time
July 7 th	First Friday	Hood River	5 to 8 pm

B. Next Meeting

Date: Monday, July 24, 2023

Time: 2 – 4 pm

Location: White Salmon City Council Chambers

N/A

12. Executive Session

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) –Security Programs, ORS 192.660(2)(n) – Labor Negotiations.

4:00 pm

13. Adjournment

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 Authority Office at any time.



HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
July 10th, 2023

The following summarizes Replacement Bridge Project activities from June 26, 2023 to July 10, 2023:

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

Informational Items:

- *On June 28th the project was awarded \$3.6M under a RAISE Grant from USDOT. This funding will allow the development of an Action Plan and Preliminary Engineering to ensure there are connections between the bike ped facilities on the bridge a local facilities in White Salmon, Bingen, Hood River. It will also strengthen the project position for larger implementation grants under both the SS4A and RAISE programs.*
- *We have received written affirmation from all the appointed members and alternates from both Klickitat and Hood River County.*
- *The signed Commission Formation Agreement has been sent to the Secretary of State (SOS) for both Washington and Oregon. An acknowledgement email was received from the SOS in Oregon.*
- *Work has begun on setting up a .gov site for the authority. Our organization domain authorization letter and contacts have been set up and our request for HRWSBA.GOV has been submitted for review. Next steps are establishing a domain name through GoDaddy.com and having it validated.*
- *A Bridge Authority Roster has been created, please review an let me know of any edits or administrative contacts that should be included.*

Upcoming Action Items:

- *The POHR legal counsel is working on a draft IGA that will be shared with the new HRWSBA.*
- *The Board needs to establish a recurring meeting Date/Time/Location*
 - *Recommendation to consider the 2nd and 4th weeks of the month to coordinate with the project reporting and the timing of invoices activities and schedule updates*
- *A public records policy and records request form has been drafted for your review and is anticipated to be brought to the board for approval at our next meeting.*
- *An Intergovernmental Coordination Policy will be drafted and include in for review at the next meeting*
- *Develop a full set of rules/bylaws for the board and incorporate decisions in the early board meetings.*
- *In the Interim Rules Section 1 Board of Directors item 1.5 does not allow for reimbursement until a rule is adopted by the board establishing reimbursement policy.*
- *Interim Rules Section 5 calls for the Board to follow the procurement and contracting rules of Hood River County until new rules are adopted superseding the interim rules. An update of the draft rules should include an analysis of to see if these will accommodate the needs of the new Authority.*

PROJECT MANAGEMENT

- *RBMC team is continuing to meet with WSP, ODOT and Federal Highway Administration (FHWA) related to the NEPA/FEIS process and Treaty Tribe Memorandum of Agreement (MOA's).*
- *RBMC team is meeting with ODOT, WSDOT and FHWA on the RFP for the Progressive Design Build Procurement.*
- *Grant Tracking for WA, ARPA, Build Grants will be on going each quarter.*
- *Legislative Outreach is continuing with Oregon, Washington, and DC*

COMMUNICATIONS

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *SB 5506 – appropriated \$20M to the HRWSBR project*
 - *HB 5030 _authorizes the bonding for \$20M*
 - *Washington*
 - *Contract renewals for both Boswell Consulting and Thorn Run have been received and approved by the Port Commission for FY23/24.*
- *Federal Legislative Activities*
 - *CDS Appropriations requests have been sent for both Washington and Oregon for a total funding request of \$8M.*
 - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to finalized until the end of this year.*
 - *Commissioner Fox and Commissioner Babitz met with Caitlin Buchanan(Senior Transportation Adv.) and Dan Mahr from Sen. Merkley's office. They provided them with an update on the project and were able to do a road tour of the bridge.*
 - *Contract Renewal for Summit Strategies has been approved by Port Commission*

FUNDING FINANCE & TOLLING

- *Washington State Transportation Commission (WSTC) T&R Analysis*
 - *Schedule Milestones:*
 - *June 30th, 2023 – Final Report of findings and recommendations will be submitted to Washington State Legislature.*
 - *The full report is available at the links below:*
 - [Folio Summary](#)
 - [Full Report](#)
 - [Appendices](#)
- *BSWG Tolling Study*

- *The Port Commission held their first public hearing on the proposed toll increase on June 20. It is anticipated that they will take action on the toll increase at their July 11th meeting.*

PENDING GRANT FUNDING UPDATES

- *Raise Planning Grant (2023)*
 - *Notice of Funding Opportunity (NOFO) issued: 11/30/22, Update to NOFO received on 12/14/22*
 - *Application Submitted: 2/28/23*
 - *Requested amount of funding: \$3.6M*
 - *Received notice of award on June 28th, 2023 from USDOT*
- *Safe Streets and Roads for All Grant Program (SS4A)*
 - *2023 Notice of Funding Opportunity (NOFO) released on 3/30/23*
 - *Application Due: 7/10/23 @ 5pm EDT*
 - *Available funding total: \$1.177B*
 - *Planning & Demonstration Grants - Min – Max award \$100,000 to \$10M*
 - *Implementation Grants – Min – Max award \$2.5M to \$25M*
 - *Requested amount of funding: \$1M*
- *Multimodal Project Discretionary Grant (MPDG)*
 - *Next Opening – Spring 2023*
 - *2023 NOFO not released*
 - *INFRA (\$8 B available over 4 years FY22 to FY26)*
 - *MEGA (\$5 B available over 4 years FY22 to FY26)*
 - *Rural (\$2 B available over 4 years FY22 to FY26)*
 - *RBMC is working on updating Benefit Cost Analysis and Application prior to release of NOFO*
- *Bridge Investment Program (BIP)*
 - *Next Opening – Summer 2023*
 - *2023 NOFO – Summer 2023*
 - *RBMC is working on updating Application prior to release of NOFO*

EXCUTED GRANT FUNDING UPDATES

- *Build20*
 - *Grant Awarded 9/23/22*
 - *Funding: \$5M – Federal Share, \$1.25M Local Match (Washington Grant) – Total \$6.25M with an Expenditure Deadline of 12/31/2024*
 - *Total Submitted for Reimbursement: \$0*
 - *Total Reimbursement received to date: \$0*
 - *Remaining Funds: \$5 million*
 - *We have received our certification from FHWA on 12/21/22. We have received access to the RADs quarterly reporting system for FHWA on 1/26/22. Training with FHWA is still pending.*
 - *Q4 2022 reporting has been submitted through RADs to FHWA*
- *ARPA (Oregon Grant)*

- *Grant Awarded 5/12/22*
- *Funding: \$5M with an Expenditure Deadline of 12/31/26*
 - *Total Submitted for Reimbursement: \$313,413.78*
 - *Total Reimbursement received to date: \$313,413.78*
 - *Remaining Funds: \$4,686,586.22*
- *Next reimbursement submittal July 2023*
- **WA SB 5165 Grant**
 - *Grant Awarded 2/2/22*
 - *Funding: \$5M with an Expenditure Deadlines of 6/30/23 (\$3M) and 6/30/23 (\$2M)*
 - *Total Submitted for Reimbursement: \$2,999,998.76*
 - *Total Reimbursement received to date: \$2,205,910*
 - *Remaining Funds: \$2,000,001.24*
 - *2nd Quarter 23 reimbursement submitted for \$794,088.96*
 - *Next reimbursement submittal will be October 2023.*

TREATY TRIBE MOA'S

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.*
- *Email was sent to each of the Treaty Tribes, requesting a letter of support that Treaty MOA process will not impact the projects ability to be shovel ready in 18 months.*
 - **Yakama Nation (YN).**
 - *Draft MOA was submitted by Roy Watters to the Yakama Nation on 1/26/23*
 - *A meeting to discuss the Section 106 MOA and Treaty Fishing MOA was held on 2/28/23. Meeting was positive and they were very appreciative of the work that was done in the draft Treaty MOA. Yakama Nation will review the draft MOA with a tentative date to provide responses in two weeks.*
 - *Yakama Nation provided an email update on 3/20/23 that the MOA has been circulated for internal review. We are awaiting their comments and to set up a follow up meeting.*
 - *The project team had a brief discussion with YN on 6/9. YN indicated they are working through some internal discussions and were anticipating being able to respond in the next 30 days on how to move forward with the Section 106 MOA and Treat Fishing MOA*
 - **Nez Perce**
 - *The Draft MOA was submitted to ODOT on 1/17/23*
 - *ODOT approved us to move forward with sending the Draft MOA on 1/24/23.*
 - *2/2/23 – MOA was sent to Amanda with Nez Perce on 2/2/23.*
 - *On 4/18/23 the Tribe's Cultural Resource and Fisheries departments were able to fully brief Nez Perce Tribal Executive Committee's (NPTEC) Natural Resource Subcommittee on the project and the key terms in the draft MOA.*

- *A second meeting was held on 6/6/23 at the Nez Perce Tribal Headquarters in Lapwai, ID. The project team, ODOT and FHWA met with a number of members of the Nez Perce Tribe. Legal Counsel for the tribe will working with tribal members on a response to our draft MOA.*
- *At the suggestion of the Tribe, the team also submitted a form to the Nez Perce Tribes requesting permission to use their logo in support of the project. This request was discussed at the 6/6/23 meeting with the Tribal Executive Committee and they will be taking it for approval on 6/13/23.*
- *A Letter of Support was received from Nez Perce along with permission to use their logo in Funding requests*

- ***Umatilla (CTUIR).***
 - *The Draft MOA was submitted to the Umatilla Tribe on 1/25/23*
 - *Meeting and Presentation were held with CTUIR Fish and Wildlife commission on 1/24/23*
 - *The team received comments from CTUIR on the first draft of the MOA on 4/3/23.*
 - *A 2nd Meeting was held with CTUIR on 4/5/2023 to review the comments and discuss ideas on how to determine and quantify mitigation measures within the Treat MOA. The meeting was very positive and follow up meeting is being schedule for mid-May.*
 - *The 2nd draft of the CTUIR MOA was sent to Umatilla on 4/25/2023.*
 - *We are coordinating our next meeting with Umatilla to be in July.*

- ***Warm Springs.***
 - *The project team met with Warm Springs Natural Resources group on 4/11/23 and presented a project update and introduced the Draft Treaty MOA to the group.*
 - *The project team also meet with the Warm Springs Council on 4/12/23 to update them on the project.*
 - *A request to use the tribe's logo and to obtain a letter of support for the project was also requested of the tribe. They are considering the request. Sample letters of support were provided to them for reference.*
 - *The project team is working on setting up a 2nd meeting with the tribe to advance discussion around the Treaty Tribe MOA.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *A meeting was held with ODOT on 3/7 with Region 1 staff and Headquarters Procurement staff to discuss their role on the upcoming PDB Procurement. Robert Wattman will be our point of contact and backed by Sam Hunaidi. A number ODOT technical staff were also at the meeting and provided input into how to move forward. WSDOT also attend this meeting.*

- *A meeting was held on 6/29/23 with ODOT Region 1 to provide an update on the RFP development and coordinate their involvement on the PDB procurement. A reoccurring meeting will be set up with ODOT*
- *A meeting was held with FHWA on 5/18 to continue updates with them on their role on the upcoming PDB Procurement*
- *A meeting was held with WSDOT on 6/27/23 to discuss the PDB procurement and WSDOT contacts for coordination. A Reoccurring meeting is being set up with WSDOT*
- *Preliminary drafts of the RFP/RFQ sections are being assembled and task lead meetings are being held to coordinate the development of the RFP/RFQ. The team is also drafting the evaluation criteria for the procurement.*

KEY STAKE HOLDERS

RAILROAD

- *Kickoff/Update meeting was held with BNSF on 1/25/23, they indicated the new bridge should accommodate a future triple track and a 30' vertical clearance. At this time these are not seen as major impacts to the project.*
- *Coordination of work activities over the track will be critical do to the high volume of usage.*
- *BNSF did not anticipate long review periods given their current workload, they indicated that they had adequate capacity to support the coordination needed on this project.*

GEOTECHNICAL

- *The two Oregon on land borings were completed on Feb 6th and the draft report is in review. Cultural Resource monitoring was done and no cultural resources were found.*
- *Coordination with the tribes will work through ODOT but it is likely the PORT will be asked to fund the tribal monitoring costs.*
- *Underwater drilling will be starting on July 10th and coordination is ongoing with tribal fishers. The work will last 5 weeks.*
- *A meeting was held with Columbia River Inter-Tribal Fish Commission (CRITFC) to coordinate the overlap of Geotech borings and summer fishing seasons. CRITFC has provide concurrence on the drilling and will monitor the process.*

SURVEY

- *Completed Work:*
 - *Continued effort to resolve OR rights of ways & property lines, additional research and documentation received from ODOT and Hood River County.*
- *Upcoming Work:*
 - *Complete right of way calculations in OR and WA*

RIGHT OF WAY

- *Coordination has begun with WSDOT and ODOT to define the jurisdictional limits for both agencies.*
- *The SDEIS preferred alternative does indicate a potential whole take of the private landowner and we will need to coordinate with the BSWG and PORT on when to move forward with discussion with the landowner on this action.*
- *We are finalizing the appraisal on the private property full take in Washington and will be starting work on the Port Facilities.*

PERMITTING

- *The project team is working with the Columbia River Gorge Commission and US Dept. of Agriculture to discuss potential members of the Aesthetic Committee.*

FINAL EIS/RECORD OF DECISION

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisId=314171>*
- *Responses were provided on 3/28/23 to ODOT for the from ODOT Liaisons related to the Biological Assessment and their writing of the Biological Opinion. (See Packet)*
- *Email from Cindy Callahan at FHWA on 3/28 re-establishing the communication process that should be followed until the signing of the Biological Opinion. (See Packet)*
- *A coordination meeting was held with the Project Team, NOAA and FHWA on 3/29/23. NOAA indicated that once the liaison receives the updated BA anticipated to be in the next two weeks and all comments are closed that it would take 90 Days to complete the BO and then an additional 45 Days for NOAA’s full review including their legal review. This would set the new anticipated date to receive the signed BO around Sept 1, 2023.*
- *A monthly recurring coordination meeting has been set up with Cindy Callahan – Senior Biologist (FHWA) and Rod Thompson – State Environmental Engineer (ODOT)*
- *FHWA and ODOT have decided not to use of a Programmatic Agreement with the Treaty Tribes at this time and continue to move forward with the current process, due to concerns about creating confusion around a new process . Coordination is ongoing with Yakama Nation on the Section 106 MOA.*

OTHER ITEMS**KEY MEETINGS**

6/27	Meeting with WSDOT staff to coordinate PDB RFP
6/28	NEPA coordination meeting with WSP, PORT
6/29	Meeting with ODOT staff to coordinate PDB RFP
6/29	Coordination with PFM on TIFIA Financial Model

6/30	<i>Coordination with CRGC on Aesthetic Committee Members</i>

Hood River-White Salmon Bridge Authority Action Items

Priority	Description/ Expected Outcome	Assigned To	Date Assigned	Due Date	Resolution/ Current Status	Status
Med	Track progress of BO following ODOT's commitment to have a draft in Mid-October Primary Contacts: Dennis Reich : ODOT Tom Loynes – NMFS Liaison and Cash Chesselet – ODOT Environmental Program Coordinator – NMFS Liaison	Mike Shannon	9/19/2022	10/17/2022 10/31/2022 11/14/2022 12/12/2022 01/09/2023 01/23/2023 03/2/2023 03/21/2023 5/1/2023 5/15/2023 8/1/23	10/17/2022 Staff will follow up with ODOT next week on Draft Document 10/31/2022 – Dennis said that Tom and Cash met with QC and NMFS and that it was their priority to get most of the draft completed this week. 11/14/2022 – Dennis ODOT indicated continued delays due to staff working on Abernathy Bridge issues 12/12-2022 – Carol ODOT emailed that the draft is 2-3 weeks out due to workload delays associated with Abernathy Bridge and Training 1/9/2023 - ODOT has requested for the information related to Temporary Work Bridges and Barges to be updated an increase in our information can calculations based on recent events on similar projects. The information is being coordinated with ODOT 1/23/22 – The project team met with ODOT on 1/13/23 to discuss modifications need to the BiOp. ODOT is meeting with FHWA on 1/19/23 to get direction on how to proceed with modifications. Team is working on modifications to progress the work pending the information from FHWA 2/6/23 BA information has been updated and provided back to ODOT. A meeting is scheduled for 2/7 with FHWA to determine next steps. 3/2/23 - C Callahan FHWA provided comments on the BA/BO on 2/21 to ODOT for comment. C Snead requested final comments from ODOT by 2/28. No comments/responses have been provided by ODOT – WSP has been directed to address FHWA comments and resend information by	In Progress

Contact: Michael Shannon, (425) 577-8071 or mwshannon@hntb.com

					<p>3/22/23 – ODOT provided comments on 3/16, Response to comments will be provided to ODOT by 3/24. No update from ODOT on when the BO will be complete, ODOT could not provide a status of their % complete. BSWG requested a status update from ODOT.</p> <p>4/3/23 – 3/28/23 Meeting with FHWA/NOAA established new contact with ODOT and communication protocols for the remainder of the time until a signed BO is received.</p> <p>5/1/23 – Final BA comments have been received and updates sent to FHWA/NOAA</p> <p>5/10/23 – Cindy Callahan email to NOAA on completion of the consultation of the BA</p> <p>6/21/23 email from ODOT ODOT is compiling sections of the BO and submitting large sections in early July to NMFS. The remaining sections will be submitted in late July.</p>	
	Track Progress of the Final BO	Mike Shannon	9/19/2022	9/1/2023	Anticipating completing the BO by Sept 1.	In Progress

Hood River-White Salmon Bridge Authority
Consent Agenda Item A

To: HRWSBA Board

From: Michael Shannon

Item

Description: Review and Approve Meeting Minutes

Date: July 10th, 2023

Action Requested:

Review and approve meeting minutes from 6.26.23.

Background:



BRIDGE REPLACEMENT PROJECT

Bi-State Working Group Meeting Summary

Monday, June 26, 2023 | 2:00 p.m. – 4:00 p.m.
Port of Hood River – Commission Board Room & Via Zoom
1000 E Port Marina Drive, Hood River OR 97031

In Attendance:

Members: Chair, Mike Fox (Commissioner), Port of Hood River; Vice Chair, Jake Anderson (Commissioner), Klickitat County; Arthur Babitz (Commissioner), Hood River County; Catherine Kiewit (Mayor), City of Bingen; Paul Blackburn (Mayor), City of Hood River.

Alternates: Grant Polson, City of Hood River.

Staff/Consultants: Michael Shannon (Project Manager), HNTB; Brian Munoz, HNTB; Debbie Smith-Wagar (Finance Director), Port of Hood River; Kelly O’Grady-Smith, OTAK; Anna Marum, JLA.

Guests: Giridhar Reddy; Mary Francoeur; Tamara Schurian; Sam Hunaidi, ODOT; Scott Reynier, Columbia River Insurance; Dale Robins, RTC, Kate McBride.

Welcome

Commissioner Mike Fox called the meeting to order at 2:07 p.m. and announced that this was the last official meeting of the Bi-State Working Group (BSWG).

Review Action Items

Michael Shannon, HNTB Project Director, reported that Oregon Department of Transportation (ODOT) plans to compile sections of the Biological Opinion (BiOp) and submit large sections in early July to National Marine Fisheries Service (NMFS). The remaining sections will be submitted in late July. Anticipated completion date of the BiOp is September 1. Completion of the BiOp does not finalize the Record of Decision (ROD).

Informational Items

- a. **GR Updates** – Shannon announced that the Bridge Replacement Project (“Project”) received \$20 million from Oregon. SB 5506 appropriated \$20 million to the Project and HB 5030 authorized the bonding for \$20 million. Shannon is waiting for the final details. The funds may not be available till late 2024 or 2025.
- b. **Funding Finance & Tolling** – The Project received \$3.6 million from the Raise Planning Grant. The grant will evaluate bike and pedestrian connections and Transit services access and connections to the new bridge. Now that the Raise grant has been awarded the Multimodal Project Discretionary Grant (MPDG) should be releasing the Notice of Funding Opportunity (NOFO) soon. The requested

amount for MPDG will be \$200 million. The next grant will be the Bridge Investment Program (BIP) for the requested amount of \$200 million.

- c. **Treaty Memorandum of Agreement's (MOA's)** – Yakima Nation indicated that they should have a response in the next 30 days on how to move forward with Section 106 MOA and Treat Fishing MOA. A request for use of the Nez Perce logo for the Project has been submitted and will be presented in their upcoming meeting with the Tribal Executive Committee for approval. A request was also submitted to Warm Springs for use of their logo and a letter of support for the Project. Commissioner Fox requested that Shannon reach out to the tribes to get an estimated date for the next round of drafts.
- d. **RBMC** – Shannon noted that they continue to work on the Request for Proposals (RFP) for the Progressive Design Build procurement. The geotechnical investigations will start July 10 for underwater drilling in Oregon and coordination is ongoing with tribal fishers. Shannon commented that an estimate appraisal was received on the private property full take in Washington. The Right of Way team will attend the July 24 meeting to discuss the Right of Way process and requirements. A discussion ensued regarding the Right of Way. Commissioner Fox provided a brief update on HNTB's contract amendment. ARUP has conducted their review of the amendment and provided feedback. A recommendation will be provided at the next meeting.

Approval of Minutes

The BSWG minutes for June 5, 2023 were approved by consensus.

BSWG Recognition

Commissioner Fox presented the BSWG members with a certificate highlighting all their achievements and thanked everyone for their efforts.

Hood River-White Salmon Bridge Authority (HRWSBA)

- a. **Written Affirmation of Directors** – Shannon commented that before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation. Shannon fielded questions or comments from the BSWG. No questions or comments were received. Shannon will submit the written affirmation for signatures.
- b. **Use of Parliamentary Rules “Robert Rules”** – Shannon noted that the HRWSBA will need to follow public meeting rules and added that he has books available regarding public meetings. HRWSBA will generally use Robert Rules until they decide otherwise.
- c. **Insurance** – The Commission Formation Agreement (CFA) requires certain insurance to be in place prior to the first meeting. Action should be taken now to get insurance in place prior to the first meeting. This topic was deferred until Scott Reynier, Columbia River Insurance, was available.
- d. **Title of Members** – The CFA refers to the HRWSBA members as Directors. Shannon inquired on whether to separate this title from other titles the members might have. A discussion ensued regarding the titles of members.
- e. **Email Address** – Shannon commented that HRWSBA members will have an email address through the HRWSBA and will use the domain name @hrwsba.org. Commissioner Arthur Babitz suggested a

government domain email address if they were qualified. Shannon replied that he would hold off on setting up the email addresses until it was determined if they could use a government domain.

- f. **Insurance** – Shannon turned to Scott Reynier, Columbia River Insurance, for a brief overview. Reynier discussed the process of providing insurance for the HRWSBA in the State of Oregon through Special Districts Association of Oregon (SDAO). This process has not been completed due to the bi-state nature of upcoming changes and may not be available for another year. The initial focus was on SDAO for their comprehensive Special Districts Insurance Services (SDIS) program, which provides pricing that is not available in the open market. As the process slowed down, they went to the independent market to speak with carriers dealing with public entities in other states. Three carriers will be providing responses. A discussion followed regarding the insurance. There was consensus from the BSWG for staff to proceed with binding coverage starting July 1. The HRWSBA will have an opportunity to adjust or cancel the insurance at their first meeting.
- g. **Approach to Legal Counsel** – Commissioner Babitz commented that he spoke to his county attorney for an opinion regarding legal counsel for the HRWSBA. The attorney suggested issuing a Request for Qualifications (RFQ). Commissioner Babitz added that this is a complicated matter and believes that they need an expert and the RFQ should reflect that. The BSWG consensus was for staff and HNTB to develop a draft RFQ and present it at the next meeting.
- h. **Meeting Schedule** – Shannon noted that they are planning to meet every second and fourth week of the month and either on Monday or Wednesday. Shannon requested feedback on this schedule. The BSWG consensus was to wait to decide with all the HRWSBA members. The first HRWSBA meeting will be on July 10 at 2 p.m. in the White Salmon Council Chambers.
- i. **Mailing Address** – Shannon commented that a mailing address is needed for HRWSBA operations and suggested using the Replacement Bridge Management Contract (RBMC) address for now. The BSWG consensus was to use the RBMC as a physical address and obtain a post office box as a mailing address.
- j. **Federal Tax ID Numbers (TIN)** – Shannon noted that Debbie Smith-Wagar, Finance Director, will be submitting the application for the TIN and SAMS number. The HRWSBA will need to decide who will sign the application. Shannon commented that the CFA states that the former Co-Chairs for the disbanded BSWG shall be the interim Co-Chairs of the Board starting July 1 until replaced.
- k. **Public Records & Meetings** – A public records and public meeting training is being coordinated. Shannon requested feedback on everyone’s availability to attend the training. Shannon inquired on whether there was a preference on a storing location of public records. For now, records will be stored on the Port of Hood River’s (“Port”) cloud and Genevieve Scholl, Deputy Executive Director, will manage all public records requests.
- l. **Other Items** – The HRWSBA should consider where they would like to bank. Shannon commented that JLA will be setting up introductory interviews for the website with all the HRWSBA members. Business cards will be available open request. A logo is being developed for the HRWSBA and three options will be provided at the July 24 meeting. There is an event on July 6 and 7 and HRWSBA was invited to participate. A Zoom account and YouTube account will be set up specifically for the HRWSBA meetings. A draft agenda was provided to the BSWG for review. Commissioner Fox noted that he will be having a meeting with the office staff of Senator Jeff Merkley on Wednesday. Commissioner Babitz will attend the meeting with Commissioner Fox.

New Action Items

- a. Reach out to the tribes to get an estimated date for the next round of drafts.
- b. Hold off on email addresses until it is determined if a government domain can be used.
- c. Staff to proceed with binding coverage starting July 1.
- d. Staff and HNTB to create an RFQ draft for legal counsel procurement and present it at the next meeting.
- e. Use RBMC as HRWSBA's physical address and obtain a post office box for mailing.

Adjourn

The meeting was adjourned at 3:50 p.m.

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Hood River-White Salmon Bridge Authority Consent Agenda Item B

To: HRWSBA Board
From: Michael Shannon
Item Description: Interim Co-Chairs
Date: July 10th, 2023

Action Requested:

Confirmation of Mike Fox and Jake Anderson as the Co-Chairs of the new Authority.

Background:

Exhibit B of the Commission Formation Agreement outlines the interim rules for the Hood River White Salmon Bridge Authority (HRWSBA). Section 3 – Board Officers, Item 3.1 – identifies the former co-chairs of the disbanded Bi-State Working Group as the interim co-chairs of the Board from July 1, 2023 until replaced as defined in Item 3.2.

Item 3.1 states that the interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair.

Mike Fox and Jacob Anderson as former co-chairs of the BSWG and being appointed to the new Authority Board will serve as the interim co-chairs for the new authority. As co-chairs they will determine who will serve as the initial First Co-Chair.

Hood River-White Salmon Bridge Authority Consent Agenda Item C

To: HRWSBA Board

From: Michael Shannon

Item

Description: Interim Rules for Board

Date: July 10th, 2023

Action Requested:

Adoption of the Interim Rules as defined in Exhibit B – Interim Rules for the Hood River White Salmon Bridge Authority of the Commission Formation Agreement.

Background:

Exhibit B of the Commission Formation Agreement outlined the interim rules for the Hood River White Salmon Bridge Authority (HRWSBA). The interim rules were authorized to regulate the conduct of the HRWSBA from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule or the effective date of a Board action that repeals the Interim Rule.

EXHIBIT B
Interim Rules for the Hood River-White Salmon Bridge Authority

Each Interim Rule hereunder is authorized to regulate the conduct of the Hood River-White Salmon Bridge Commission from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule, or the effective date of a Board action that repeals the Interim Rule. Thereafter, the superseded or repealed Interim Rule shall be null and void and have no effect.

1. Board of Directors:

- 1.1. Before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation in substance as follows: *I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability.* The affirmation shall be filed in the public records of the Authority.
- 1.2. Directors must attend Board meetings, unless excused in accordance with a rule of the Authority. The First Co-Chair is authorized to excuse absences, and the Second Co-Chair is authorized to excuse absences when the First Co-Chair is unavailable. Unauthorized absences shall be reported in the minutes of the meeting and in an annual report of the Authority that is distributed to the Parties.
- 1.3. Every Director when present must vote, unless (i) a Director declares an actual legal conflict of interest under the Applicable Laws, or (ii) a Director requests to abstain and the request is approved by a majority of the Directors that are present (including an Alternate acting in lieu of an absent Director), excluding the Director that made the request and any Director declaring an actual conflict of interest on the same action. Directors declaring a conflict of interest may vote on an action to the extent permitted by Applicable Laws.
- 1.4. Official statements from the Authority shall be directed through the First Co-chair of the Board, or its designee, with coordination with the Executive Director, or another Authority official, employee, or agent who is explicitly authorized by the Board to do so.
- 1.5. Until the Board adopts a rule for the reimbursement of expenses incurred by a Director, Alternate, or employee in performing its duties, no reimbursement shall be paid to a Director, Alternate, or an employee. Directors, Alternates, and employees may retain receipts of any potentially reimbursable expense they may incur prior to the adoption of such a rule, and, following adoption of the rule, may submit a reimbursement request for any expense that is eligible under the rule. There is no commitment whatsoever that any expense incurred by any person prior to the adoption of the applicable rules will be reimbursed by the Authority. Reimbursed expenses declared ineligible in a subsequent audit shall be promptly refunded to the Authority.
- 1.6. Unless appointed as a Director or Alternate or otherwise declines the position, the co-chairs from each state of the Bi-State Working Group when disbanded on June 30, 2023 are appointed as Ex Officio Members of the Board until June 30, 2025. If a former co-chair of the Bi-State Working Group is unavailable for any reason, then the applicable county commission may designate as an Ex Officio Member any other former member of the Bi-State Working Group residing in the county. If no such former member of the Bi-State Working Group is available, then the applicable county commission may designate as an Ex Officio Member any qualified person residing in the county.

2. Board Meetings:

- 2.1. The schedule for Regular Meetings between July 1, 2023 and September 30, 2023 shall be set as described in Section 1.3 of the Intergovernmental Transition Plan. By September 30, 2023, the Board shall approve a

schedule for Regular Meetings of the Board for the period beginning October 1, 2023. The Board may revise this schedule from time to time. Notice of these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date as follows:

- a. On the Hood River – White Salmon Bridge Replacement website, and the Port of Hood River website until an Authority website is established, and thereafter on the Authority website;
 - b. At the offices of the Port of Hood River until the Authority establishes a specific location for its headquarters office, and thereafter at the headquarters office of the Authority; and
 - c. By email, telephone, fax, or other reasonable method to interested persons and media outlets that have stated in writing or by online sign-up that they wish to be notified of meetings of the Board.
- 2.2. A Special Meeting of the Board, other than an Emergency Meeting, may be called at any time by the First Co-Chair (or Second Co-Chair acting in lieu of an unavailable First Co-Chair), or by a majority of the members of the Board, and:
- a. Delivering written notice of the Special Meeting personally, by mail, by fax, or by electronic mail to each Director;
 - b. Posting public notice of the Special Meeting at least 24 hours prior to the start of the meeting at the locations described for Regular Meetings in Section 2.1, above.
- 2.3. An Emergency Meeting of the Board may be held upon such notice as the First Co-Chair (or Second Co-Chair acting in the absence of the First Co-Chair), in its discretion, deems appropriate under the circumstances. Such notice may be shorter than 24 hours, but the minutes for the Emergency Meeting shall describe the emergency justifying any notice that was less than 24 hours.
- 2.4. Except for meetings in Executive Session, the notices described in this Section 2 shall provide the date, time, and location (which may be an online address) of the meeting, and an agenda of matters anticipated to be considered at the meeting. A notice for a meeting held in Executive Session shall provide the date, time, and location (which may be an online address) of the meeting, and the statutory basis authorizing the Executive Session. The Authority may modify the agenda, including any exhibits, following posting notice thereof.
- 2.5. The Board may adjourn any Regular, Special, or Emergency Meeting to a time and place specified in the order of adjournment. A quorum is not required for a vote to adjourn a meeting. Any hearing held by the Board may be continued or re-continued to any subsequent meeting of the Board.

3. Board Officers

- 3.1. The former co-chairs of the disbanded Bi-State Working Group, whether on the Board as an Ex Officio Member or as a Director, shall be the interim co-chairs of the Board from July 1, 2023 until replaced pursuant to Section 3.2, below. The interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair. If a former co-chair of the Bi-State Working Group is not on the Board in any capacity, then the three Directors from the applicable state shall by majority vote select one such Director to serve as interim co-chair of the Authority until replaced pursuant to Section 3.2, below.
- 3.2. At its first Regular Meeting in January 2024, or at a subsequent meeting at the discretion of the Board, the Board shall appoint from among the Directors two co-chairs for a two-year term, and designate the First Co-Chair and Second Co-Chair for calendar year 2024. The First Co-Chair shall serve as First Co-Chair until

the first Regular Meeting of the Board in January 2025, at which time the Second Co-Chair shall become First Co-Chair and the First Co-Chair shall become Second Co-Chair. Thereafter the offices of the First Co-Chair and Second Co-Chair shall annually alternate at the first Regular Meeting each January.

- 3.3. A co-chair may be removed from office by the approval of four Directors. If a co-chair's term as a Director expires or otherwise terminates, or if a co-chair resigns, is removed, or is unable to perform its duties, the Board shall appoint a co-chair to fill the unexpired term. The successor co-chair must reside in the same state and shall have the same status (First Co-Chair or Second Co-Chair) as the outgoing co-chair.

4. Actions of the Board:

- 4.1. Except for an Emergency Ordinance, an ordinance may be approved as follows:

- a. Before an ordinance is adopted it shall be read during meetings of the Board on two different days at least six days apart. If the ordinance is posted online or otherwise publicly available, the ordinance may be read by title only, unless otherwise requested by a Director. An ordinance adopted after being read by title only may have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating a substantial difference is read fully, or otherwise made publicly available.
- b. Upon the final vote on an ordinance, the ayes, nays, and abstentions shall be taken and included in the record of proceedings of the meeting. Within seven days after adoption of an ordinance: (i) the First Co-Chair for the session at which the ordinance was adopted (or in its absence, the Second Co-Chair) shall sign it with the date of its adoption, (ii) until a Authority website is established, the ordinance or a summary of the ordinance shall be published on the Port website, and thereafter on the Authority website, and (iii) the signed ordinance shall be filed in the records of the Authority.
- c. An ordinance shall take effect on the 30th day after the date of its adoption unless the ordinance specifies a later effective date.

- 4.2. An Emergency Ordinance may be introduced, read once, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda, if the reasons requiring immediate action are described in the ordinance. An Emergency Ordinance may take effect upon adoption or such later date specified in the Emergency Ordinance. Emergency Ordinances shall be published and filed in the manner described for (non-emergency) Ordinances under Section 4.1.b, above.

- 4.3. A Resolution may be introduced, read once in full or by title only, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda. A Resolution may take effect upon adoption or such later date specified in the Resolution. Resolutions shall be published and filed in the manner described for Ordinances under Section 4.1.b, above.

- 4.4. A Motion may be made, seconded, and passed by the Board, which shall be described in the Board meeting minutes.

- 4.5. Except as otherwise provided in the Charter or rules of the Authority, all Board actions and deliberations shall adhere to the parliamentary procedures in the latest edition of Robert's Rules of Order, although strict adherence is not required, or such other rules which the Board may adopt.

5. Procurement and Contracting

- 5.1. The Board shall be the Authority's contract review board, until otherwise delegated by the Board.

- 5.2. The Board shall prepare and adopt, or adopt by reference, procurement, and contracting rules for the Authority. Procurement and contracting rules of the Authority may include authorizations and procedures to procure and engage in alternate or supplemental public works contracts such as design-build, progressive design-build, and construction manager-general contractor contracts, and to engage in public-private partnerships.
- 5.3. Until the Board adopts superseding rules, the Authority shall abide by the procurement and contracting rules of the county in which the Primary Place of Business is situated, except that any applicability of, or reference in, the county rules to the county shall be read as referring to the Authority, to the county commission shall be read as referring to the Board, and to the county administrator shall be read as referring to the Executive Director or its designee. The Board may reasonably interpret other provisions of the applicable county rules as may be needed to apply the county rules to a bi-state bridge commission.

6. Budgeting

- 6.1. The budget committee for the Authority shall be the co-chairs of the Authority, or their designee, and the chief financial officer of the Port, if the Port agrees, or shall be a qualified accountant or person with public budget experience appointed by the Board. The First Co-Chair, or its designee, shall be the chair of the budget committee.
- 6.2. Public notice of each meeting of the Authority budget committee shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.
- 6.3. The Authority shall hold at least one public hearing prior to adopting a budget. Public notice of the hearing shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.

7. Conduct of Officials

- 7.1. Directors, Alternates, Ex Officio Members, and members of committees of the Authority shall promptly notify in writing the Executive Director and Legal Counsel, after Authority Legal Counsel is retained, of any potential or actual conflict of interest it may have under the Applicable Laws. The notification shall provide reasonable detail on the nature of the conflict and describe the course of action proposed by the official to address the conflict (such as to abstain from participating on the matter). Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The official shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.

8. Finance

- 8.1. Any revenues derived from the Authority's ownership or operation of the Replacement Bridge, as may be provided for in a Resolution authorizing the issuance of bonds or a debt instrument, or in any trust agreement or indenture securing the same, may be pledged to the payment of principal and interest on, and the redemption price or purchase price of, such bonds or debt instrument. All such pledges shall be valid and binding from the time when the pledge is made, and the revenues or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge.
- 8.2. Bonds and any other debt instruments of the Authority shall be payable solely from the gross or net revenues, grants, contracts, or accounts of the Authority that are pledged for their repayment, and not constitute a debt or obligation of any state or any other local government. The bonds or debt instrument shall include a recital establishing that the bond or debt instrument is an obligation of the Authority and is not an obligation of any state or other local government.

- 8.3. To the extent permitted by the Applicable Laws, bonds and other debt instruments may be issued by the Board in such amounts, maturities, denominations, form or forms, interest rates, including provisions for the varying of interest rates, discounts or premiums, with such bond insurance or other guarantees, and with such other terms and provisions as the Board may determine, or as the Executive Director or other designated official may determine within parameters established by the Board by Resolution or Ordinance. The Board may provide for redemption of bonds or other debt instruments prior to maturity on such notice, and at such times, and with such redemption provisions determined by the Board or within parameters established by the Board. Bonds and other debt instruments may be sold by negotiation or by public or private sale, in any manner and for any price and subject to any terms and conditions as the Board deems in the interest of the Authority, subject to the Applicable Laws.
- 8.4. In the discretion of the Board, any bonds or other debt instruments issued by the Authority may be secured by a trust agreement or indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company, to be selected by the Board in such manner as it may elect. Such trust may pledge or assign all or any revenues, grants, contracts, funds, or accounts of the Authority.
- 8.5. The Authority may enter into any contract or covenant as the Board may elect with holders of any of its bonds or other debt instruments as to the security and payment of the debt instrument, whether held in trust or otherwise. The provisions in any Resolution or indenture providing for the issuance and security of any bonds or other debt instruments of the Authority shall constitute an enforceable contract with the holders of any such bonds or other debt instruments.

9. Executive Director

- 9.1. The Executive Director is authorized to:
 - a. Employ, discharge, and supervise employees and consultants in the administration, operation, planning, and construction activities of the Authority;
 - b. Report at meetings of the Board on the activities of the Authority;
 - c. Sign, or designate others to sign, all duly authorized demands, salaries, and recurring charges;
 - d. Have charge, or designate others to have charge, of all procurements, leases, agreements for the Authority, subject to any rules established by the Board;
 - e. Recommend to the Board the Replacement Bridge toll rates and toll policies necessary to pay the costs and expenses of the Authority, and to fulfill other obligations of the Authority, considering the results of any traffic and revenue studies prepared by qualified consultants;
 - f. Accept, execute, or consent to any grant, bond or other financing obligation, or any deed, lease, or other document conveying an interest in real property that has been duly authorized by the Board, or as may otherwise be authorized pursuant to a rule of the Authority; and
 - g. Perform such other duties as may be incidental to fulfilling its responsibility as chief administrative officer of the Authority, and any additional duties as may be conferred upon the Executive Director by the Board.

SUBSTITUTE SENATE BILL 5558

State of Washington

67th Legislature

2022 Regular Session

By Senate Transportation (originally sponsored by Senators King, Liiias, and Mullet)

READ FIRST TIME 01/28/22.

1 AN ACT Relating to the bistate governance of interstate toll
2 bridges owned by local governments; amending RCW 47.56.860; and
3 adding a new chapter to Title 47 RCW.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** The legislature finds and declares that:

6 (1) Interstate toll bridges owned by local governments provide
7 critical links for the transport of workers, services, tourism, and
8 emergency response between Washington and Oregon, and for Washington
9 and Oregon businesses to transport local agricultural products,
10 forest products, rock and gravel, and manufactured products within
11 their bistate regions and to broader national markets.

12 (2) Existing local government-owned interstate toll bridges are
13 becoming functionally obsolete, weight-restricted, seismically
14 deficient, and a hazardous obstacle for marine freight; and need to
15 be replaced.

16 (3) Replacement of aging interstate toll bridges by local
17 governments is extremely challenging, and local governments that own
18 or are served by the bridges require additional means to address the
19 problem. For some bistate regions, the successful replacement and
20 subsequent operations of interstate toll bridges can be best
21 accomplished by an independent bistate governmental authority,

1 chartered by local governments, with sufficient powers to efficiently
2 and equitably develop, operate, maintain, toll, and finance the
3 replacement bridge.

4 NEW SECTION. **Sec. 2.** The definitions in this section apply
5 throughout this chapter unless the context clearly requires
6 otherwise.

7 (1) "Applicable laws" means the laws applicable to the commission
8 pursuant to section 13 of this act.

9 (2) "Board" means the board of directors of a commission formed
10 under this chapter.

11 (3) "Bordering state" means a state that shares a boundary with
12 the state of Washington, the majority of which is formed by a river,
13 and that enacts legislation authorizing the formation by local
14 governments of a commission with the substantive powers provided in
15 this chapter.

16 (4) "Bridge" means an interstate bridge, including any
17 approaches, buildings, structures, facilities, equipment,
18 improvements, tolling systems and software, and appurtenances
19 necessary or incidental to the bridge, which replaces an existing
20 bridge.

21 (5) "Bridge finance plan" means a plan adopted by the board to
22 finance the design, construction, operations, maintenance,
23 administration, and governance of the bridge, as it may be revised
24 from time to time.

25 (6) "Commission" means a public corporation formed under this
26 chapter.

27 (7) "Commission formation agreement" means a bistate agreement
28 among local governments to charter and form a commission under this
29 chapter.

30 (8) "Construction" or "construct" means all activities,
31 materials, and services necessary or incidental to the design and
32 construction of a bridge including, but not limited to, engineering,
33 permitting, property acquisition, procurement, installation of
34 equipment, site work, utility relocation, inspection, start-up,
35 landscaping, hard construction, environmental mitigation, demolition
36 and removal of an existing bridge, and all associated accounting,
37 legal, administrative, project management, and governance activities.

38 (9) "Debt instrument" means any contractual undertaking,
39 financing agreement, or instrument entered into or issued by a

1 commission to evidence an obligation to repay or guaranty repayment
2 of borrowed moneys including, but not limited to, bonds, refunding
3 bonds, notes, loans, interim financing, anticipation notes,
4 certificates, credit enhancement devices, or other debt obligations.

5 (10) "Departments of transportation" means the Washington state
6 department of transportation and the department of transportation of
7 a bordering state.

8 (11) "Director" means a duly appointed member of the board or,
9 when acting in the absence of a director, a duly appointed alternate
10 member of the board.

11 (12) "Existing bridge" means an interstate toll bridge owned by a
12 local government, or which has been conveyed by a local government to
13 a commission, which is to be replaced by a new bridge.

14 (13) "Local government" means any county, city, or port district
15 along the border of a bordering state that enters into a commission
16 formation agreement.

17 (14) "Operate" or "operations" means all activities necessary or
18 incidental to the operations, tolling, maintenance, repair,
19 rehabilitation, renewal, or replacement of the bridge, and all
20 associated financial, legal, administrative, management, and
21 governance activities.

22 (15) "Other charges" means administrative and other fees, civil
23 penalties, and other amounts established by the commission for use of
24 the bridge.

25 (16) "Primary place of business" means the state and county
26 within which the principal headquarters office of the commission is
27 established in a commission formation agreement, notwithstanding any
28 subsequent relocation of the principal headquarters office of the
29 commission.

30 (17) "Public corporation" means a corporation created under this
31 chapter to perform essential governmental functions for the public
32 purposes described in this chapter, and, when issuing bonds or other
33 debt instruments, acts on behalf of the local governments as a
34 constituted authority, within the meaning of the United States
35 department of the treasury regulations and the internal revenue
36 service rulings adopted under section 103, internal revenue code.

37 (18) "States" means the state of Washington and a bordering
38 state.

1 NEW SECTION. **Sec. 3.** (1) Upon enactment of an act by a
2 bordering state having the same material effect as this act, as
3 determined by the office of the attorney general, local governments
4 may enter into a commission formation agreement to form and charter a
5 commission under this chapter. The commission shall be a public
6 corporation formed under the laws of both states, vested with the
7 powers and duties granted by this chapter. The commission shall
8 perform an essential governmental function and shall exercise its
9 powers for the public purposes described in this chapter.

10 (2) Local governments may by resolution enter a commission
11 formation agreement, consistent with the requirements of this
12 chapter, to charter and form a commission. The commission formation
13 agreement shall, at a minimum, be approved and executed by the owner
14 of an existing bridge and the governing bodies of the counties within
15 which an existing bridge is situated. A commission formation
16 agreement may be enacted by local governments in phases. However, all
17 required elements of a commission formation agreement must be enacted
18 by the local governments prior to any board authorization to issue
19 toll revenue bonds for the construction of the bridge. The commission
20 formation agreement shall establish the following provisions:

21 (a) A name for the commission;

22 (b) The date on which the powers granted to the commission by
23 this chapter become effective;

24 (c) The primary place of business for the purpose of establishing
25 applicable laws under section 13 of this act;

26 (d) The composition and appointment process for members of the
27 board, as described in section 4 (1) and (2) of this act;

28 (e) The term of office for, and rules, responsibilities, and
29 requirements applicable to, the office of chair and cochair, as
30 described in section 4(4) of this act;

31 (f) The requirements for formal actions of the board, as
32 described in section 4(5) of this act; and

33 (g) Such other provisions as the local governments may elect, as
34 long as the provisions comply with applicable laws, and do not impair
35 or adversely affect the powers of the commission granted by this
36 chapter.

37 (3) The commission formation agreement may allow the board to
38 amend all or some of the provisions included in the commission
39 formation agreement pursuant to subsection (2)(d), (e), (f), or (g)

1 of this section and section 4(5) of this act, and may establish
2 conditions for such amendments.

3 (4) The purposes of the commission are to:

4 (a) Design, engineer, develop, finance and refinance, install,
5 equip, and construct a bridge to replace and remove an existing toll
6 bridge;

7 (b) Act as a cooperative bistate governance structure to develop,
8 own or control, fix and adjust tolls, and regulate the use of a
9 bridge;

10 (c) Oversee the efficient operation, maintenance, administration,
11 rehabilitation, and renewal of the bridge; and

12 (d) Perform such additional duties and exercise such additional
13 powers as may hereafter be conferred upon the commission pursuant to
14 law.

15 NEW SECTION. **Sec. 4.** (1) The commission shall be governed by a
16 board. The commission formation agreement shall establish the number
17 of voting and, if any, nonvoting or ex officio directors appointed by
18 local governments of each state and, if any, appointed by
19 governmental entities that are not local governments, and shall
20 further establish the procedures for the nomination and appointment
21 of such directors, which may differ by state.

22 (2) Each nominating authority shall nominate and each appointing
23 authority shall appoint an alternate director for each director it
24 nominates or appoints. The alternate director may only act in the
25 absence of the director for whom the alternate is appointed. Unless
26 the context requires otherwise, the term director under this chapter
27 includes the alternate director when such alternate director is
28 acting in the absence of the director.

29 (3) Directors and alternate directors shall serve without
30 compensation, but may be reimbursed for reasonable expenses incurred
31 as an incident to the performance of their duties. Directors and
32 alternate directors shall serve at the pleasure of the appointing
33 body, and with or without cause may be removed or suspended from
34 office by the appointing body. The commission formation agreement
35 shall establish the length of the initial term of each of director
36 and alternate director so that subsequent appointments by appointing
37 bodies from each state are reasonably and similarly staggered. Except
38 for the initial appointments of directors and alternate directors,
39 the term of directors and alternate directors shall be four years.

1 (4) The board shall elect two cochairmen from among its directors,
2 with one cochairman residing in Washington state and the other cochair
3 residing in the bordering state. The two cochairmen shall serve as
4 first cochairman and second cochairman, with the first cochairman responsible
5 for presiding at all commission meetings. The board shall indicate
6 which cochairman will serve in the respective two positions within the
7 first year after the formation of the commission, after which time
8 the two positions must alternate on an annual basis. The commission
9 formation agreement shall establish the terms of the cochairmen, and
10 may establish such other requirements for the office of cochairman as
11 the local governments elect.

12 (5) Formal actions of the board shall be by ordinance or
13 resolution duly approved at any regular or special meeting of the
14 board. No action of the board shall be effective unless there is a
15 quorum and a majority of the directors present assent. The commission
16 formation agreement shall establish the requirements for a quorum,
17 and may establish such other requirements for formal actions of the
18 board as the local governments may elect, provided such requirements
19 are consistent with applicable laws.

20 (6) Unless otherwise provided in an ordinance or resolution
21 enacted by the board, the board shall have the exclusive right to
22 exercise the powers granted by this chapter, and the exercise of all
23 powers granted to the board by this chapter shall not be subject to
24 any prior or subsequent authorization, approval, or concurrence by
25 any local government or other governmental entity of either state.

26 (7) The board shall adopt rules, consistent with applicable laws
27 and the commission formation agreement, regarding the organization,
28 activities, and procedures of the board and the commission, as the
29 board may determine.

30 NEW SECTION. **Sec. 5.** (1) In addition to any other powers
31 granted under this chapter, the commission shall have the power to:

32 (a) Construct, purchase, lease, acquire, own, operate, maintain,
33 control, hold, sell, convey, dispose of, and finance and refinance
34 real and personal property, facilities, materials, supplies,
35 equipment, or any interest therein, within the state of Washington
36 and the bordering state, as the board deems necessary or incidental
37 to the purposes of the commission;

38 (b) Secure all necessary federal, state, and local
39 authorizations, permits, and approvals for the construction,

1 maintenance, repair, operation, renewal, and financing or refinancing
2 of the bridge;

3 (c) Adopt, amend, and repeal bylaws, rules, and regulations,
4 consistent with applicable laws and the commission formation
5 agreement, which add specificity to the powers and duties of the
6 commission, clarify or interpret provisions in the commission
7 formation agreement, or clarify or interpret laws and regulations
8 applicable to the commission;

9 (d) Receive and accept, with or without consideration, from any
10 federal agency, state, local government, or any other public or
11 private source grants, contributions, loans, advances, credit
12 enhancements, or other contributions in money, property, labor,
13 materials, services, or other things of value to accomplish the
14 purposes of the commission;

15 (e) Invest its moneys in investments permitted for municipal
16 corporations and disburse funds for its lawful purposes;

17 (f) Make and enter into any contract or agreement the board deems
18 necessary or incidental to the purposes of the commission;

19 (g) Grant by franchise, lease, or otherwise, the use of any
20 property or facility owned or controlled by the commission and to
21 make charges therefor;

22 (h) Create and abolish offices, employments, and positions, and
23 employ or contract for professional and other services;

24 (i) Make and enforce regulations governing the use of facilities
25 owned or controlled by the commission, the services rendered by the
26 commission, and the tolls, fees, and other charges to be made
27 therefor;

28 (j) Adopt and use a corporate seal;

29 (k) Sue and be sued in the name of the commission;

30 (l) Establish such special funds, and controls on deposits to and
31 disbursements from them, as it finds convenient for the
32 implementation of this chapter;

33 (m) Delegate any of its powers and duties if consistent with the
34 purposes of this chapter;

35 (n) Perform all other functions necessary or incidental to the
36 purposes of the commission, or to the execution of the powers granted
37 under this chapter; and

38 (o) Exercise such additional powers as shall be conferred on it
39 by law.

40 (2) The commission may not impose any taxes or assessments.

1 NEW SECTION.

2 **Sec. 6.**

3 (1) Before the start of bridge
4 construction, the board shall appoint or retain:

5 (a) **An executive director**, who shall serve at the pleasure of the
6 board, and be in administrative charge of the activities of the
7 commission, and perform such additional duties as directed by the
8 board. Subject to any rules enacted by the commission, the executive
9 director may appoint staff or retain consultants to carry out the
10 purposes and duties of the commission.

11 (b) **Legal counsel**, including without limitation bond counsel, who
12 shall furnish or cause to be furnished to the commission such
13 opinions, advice, and counsel as may be required, and represent or
14 oversee the representation of the commission in legal matters or
15 hearings, as directed by the commission.

16 (2) The commission may employ such engineering, technical, legal,
17 administrative, operating, and other personnel, officers, or agents
18 on a regular, part-time, or consulting basis as in its judgment is
19 necessary or beneficial for the discharge of its duties. The
20 commission may fix and provide for the qualification, appointment,
21 removal, term, tenure, compensation, pension, and retirement rights
22 of its officers and employees. Employees of the commission shall be
23 afforded the labor rights and protections afforded public employees
24 under the laws of the state within which the primary place of
25 business is situated.

26 (3) All privileges and immunities from liability, laws, and
27 benefits that apply to directors, officers, agents, or employees of a
28 municipal corporation under applicable law shall apply to the
29 directors, officers, agents, and employees of the commission.

30 (4) The commission may purchase insurance or self-insure to
31 protect and hold personally harmless any of its directors, alternate
32 directors, and the officers, employees, and agents of the commission
33 from any action, claim, or proceeding arising out of their
34 performance, purported performance, or failure of performance, in
35 good faith of duties for, or employment with the commission, and to
36 hold these individuals harmless from any expenses connected with the
37 defense, settlement, or monetary judgments from such actions, claims,
38 or proceedings.

39 (5) The commission may purchase insurance or self-insure against
40 loss or damage to any of its properties or facilities, damage to
persons or property, loss of revenues, or such other coverages as the
board may elect to accomplish the purposes of the commission.

1 Insurance coverage shall be in such form and amount as the board may
2 determine, provided that it satisfies any requirements of any
3 agreement arising out of issuance of bonds or other obligations by
4 the commission. The board may enter into intergovernmental agreements
5 with any state, or local government, or combination thereof, to
6 acquire or maintain the insurance.

7 (6) The commission shall furnish such information with respect to
8 its affairs as may be requested by the state of Washington, bordering
9 state, or any local government. The commission shall prepare an
10 annual report which summarizes the major activities and expenditures
11 of the commission during the year and anticipated for the following
12 year. The commission shall furnish a copy of the annual report,
13 together with any additional information deemed appropriate, to the
14 local governments and other interested parties.

15 (7) Except as described in subsection (8) of this section, the
16 commission shall prepare and adopt a single-year or biennial budget
17 and make appropriations in accordance with this subsection. The
18 commission shall: (a) Establish a budget committee; (b) publish
19 public notice of each meeting of the budget committee; (c) publish
20 public notice and hold a public hearing on the proposed budget before
21 enacting a budget; (d) adopt the budget as it may be amended or
22 revised by the commission, before the start of the budget period; (e)
23 enact such amendments or supplementary budgets during a budget period
24 as the commission may determine are appropriate; and (f) transmit to
25 local area governments a copy of the final budget and any amended or
26 supplementary budgets approved by the commission. In no case may the
27 adopted budget expenditure allowances exceed total estimated revenues
28 unless accompanied by proposed legislation to obtain an equivalent
29 amount of additional revenue. The commission may adopt, and from time
30 to time, amend a rule that further details the preparation of the
31 budget and the process for its adoption.

32 (8) A commission is not required to enact a budget for any years
33 in which the commission has no revenue and all revenues and
34 expenditures for the bridge are authorized in a budget of one or more
35 local governments.

36 NEW SECTION. **Sec. 7.** The commission may:

37 (1) Finance, refinance, and acquire or otherwise assume control
38 by purchase, lease, donation, or by other means such real and
39 personal property, structures, property rights, franchises,

1 easements, and other property interests, whether situated within the
2 state of Washington or the bordering state, as the board may deem
3 necessary or incidental to the purposes of the commission; and

4 (2) Exercise the power of eminent domain to acquire by
5 condemnation any property, structures, property rights, franchises,
6 easements, and other property interests situated within the state of
7 Washington or the bordering state as the board deems necessary or
8 incidental to the purposes of the commission, subject to the
9 applicable laws described in section 13(1)(b) of this act. No
10 property owned or held by any state or local government shall be
11 taken by the commission without the prior consent of such state or
12 local government.

13 NEW SECTION. **Sec. 8.** (1) The board shall have the exclusive
14 power to impose, fix, and periodically adjust the rate of tolls and
15 other charges for use of any bridge owned by or operated by the
16 commission without any approval, authorization, or concurrence by a
17 legislature, state toll authority, local government, state agency or
18 official, or other entity. The board may establish and implement such
19 policies and criteria as the board deems advisable for the rate of
20 tolls and other charges including, but not limited to, establishing
21 discounts, exemptions, administrative fees, late fees, civil
22 penalties, and toll rates for such classes of vehicles and users as
23 the board may determine.

24 (2) In setting and periodically adjusting toll rates and other
25 charges, the board shall ensure that toll rates and other charges
26 will annually yield revenue sufficient to meet all costs, expenses,
27 and obligations of the commission, including the satisfaction of all
28 financial and other covenants made by the commission with regard to
29 any bond or other debt instrument.

30 (3) The commission may enter agreements with the Washington state
31 department of licensing and the applicable agency of the bordering
32 state to enforce the payment of tolls and other charges for use of
33 the bridge. Such agreements may provide that if the commission or its
34 designee gives notice to the applicable department that a person has
35 not paid a toll or other charge for use of the bridge, the applicable
36 department shall refuse to renew the motor vehicle registration of
37 the motor vehicle operated by the person at the time of the
38 violation. The applicable department may renew such motor vehicle
39 registration upon receipt of a notice from the commission or its

1 designee indicating that all tolls and other charges owed by the
2 person have been paid.

3 (4) Photo toll systems may take photographs, digital photographs,
4 microphotographs, videotapes, or other recorded images of the vehicle
5 and vehicle license plate only. A photo toll image of a vehicle and
6 the registration plate of the vehicle produced by a photo toll system
7 at the time the driver of the vehicle did not pay a toll is prima
8 facie evidence that the registered owner of the vehicle is the driver
9 of the vehicle. However, if the registered owner of a vehicle is a
10 person in the vehicle rental or leasing business, the registered
11 owner may elect to identify the person who was operating the vehicle
12 at the time the toll was not paid or to pay the toll, civil penalty,
13 and administrative fee. A registered owner of a vehicle who pays the
14 toll, civil penalty, and administrative fee is entitled to recover
15 the same from the driver, renter, or lessee of the vehicle.

16 (5) The rights to enforce the payment of tolls and other charges
17 of the commission granted under this chapter are supplemental; the
18 commission may employ all other remedies available to it under the
19 laws of the state of Washington and the bordering state.

20 (6) The proceeds from toll rates and other charges of the
21 commission shall only be used to pay the necessary and incidental
22 costs and expenses incurred by the commission in connection with
23 owning, constructing, operating, maintaining, renewing, and governing
24 the bridge, which shall include, but not be limited to, costs
25 incurred for:

26 (a) The design, development, construction, equipping,
27 installation, and financing and refinancing of the bridge, demolition
28 and removal of the existing bridge, and mitigation of associated
29 impacts;

30 (b) The operations of the bridge including, but not limited to,
31 repair, maintenance, resurfacing, preservation, equipping,
32 improvement, reconstruction, renewal, and replacement;

33 (c) The tolling of the bridge including, but not limited to, toll
34 collection, administration, and enforcement, and the acquisition,
35 leasing, maintenance, and replacement of tolling equipment and
36 software;

37 (d) The financing or refinancing of any bonds or other debt
38 instruments of the commission;

39 (e) A reasonable return on investment for any private financing
40 of any costs, expenses, or obligations of the commission;

1 (f) The establishment and maintenance of any reserves or sinking
2 funds approved by the board; and

3 (g) Any other obligations or expenses incurred by the commission
4 in carrying out its purposes under this chapter.

5 (7) The commission may grant to any public or private entity by
6 franchise, lease, or otherwise the use or control of any portion of
7 the bridge or any property or facility owned or under the control of
8 the commission, and may fix the terms, conditions, rents, and other
9 payments for such use.

10 (8) All revenues, receipts, grants, bond proceeds, and other
11 funds of the commission may be comingled and spent to carry out
12 commission purposes within either state, unless and to the extent
13 otherwise restricted by the terms of a grant agreement or debt
14 instrument.

15 (9) For purposes of this section, "photo toll system" means the
16 system defined in RCW 47.56.010 and 47.46.020.

17 NEW SECTION. **Sec. 9.** (1) The commission shall design and
18 construct the bridge to standards and specifications satisfactory to
19 the departments of transportation, and in accordance with all
20 applicable permits, clearances, and mitigation requirements. The
21 commission shall arrange for timely review by the departments of
22 transportation of all pertinent engineering plans, specifications,
23 and related reports.

24 (2) The commission may undertake any construction activities that
25 have necessary permits and for which funding is available, provided
26 that prior to issuing a notice to proceed with the construction of
27 any bridge foundation, the commission shall:

28 (a) Prepare and adopt an initial bridge finance plan to fund the
29 design, construction, operations, maintenance, administration, and
30 governance of the bridge. Prior to adopting the initial bridge
31 finance plan, the board shall require a feasibility review of the
32 initial bridge finance plan and shall submit the feasibility review
33 to the departments of transportation and the local governments for
34 their review as determined by the board. Following the review by the
35 departments of transportation and local governments, the board may
36 adopt the initial bridge finance plan, as it may be amended as a
37 result of the reviews. Following the adoption of the initial bridge
38 finance plan, the board may periodically adjust or amend the bridge
39 finance plan as the board may determine; and

1 (b) Make and enter into a written agreement with the owner of the
2 applicable existing bridge, under such terms and conditions as may be
3 acceptable to the commission and the owner of the existing bridge,
4 regarding the removal and disposition of the existing bridge. The
5 agreement shall address: (i) The roles, responsibilities, and
6 obligations of the parties with respect to the removal and disposal
7 of the existing bridge, including any liabilities or potential
8 liabilities incidental thereto; (ii) the retirement of any
9 outstanding debt for which toll revenue from the existing bridge is
10 pledged; (iii) the distribution of proceeds from any salvage value of
11 the existing bridge; (iv) the disposition of any property, equipment,
12 or other assets incidental to the existing bridge; (v) mitigation of
13 impacts to existing bridge operations; and (vi) such other matters as
14 the commission and owner of the existing bridge may determine.

15 (3) For purposes of the acquisition, design, construction,
16 installation, operation, or maintenance of the bridge, or any
17 combination thereof, the commission, without any prior or subsequent
18 authorization, approval, or concurrence by any state, local
19 government, or any other governmental entity of either state, may
20 enter into any combination of contracts, agreements, or other
21 arrangements with any one or more private entities or units of
22 government, or any combination thereof, as the commission may elect
23 including, but not limited to, any alternative or supplemental public
24 works contract such as design-build and construction manager-general
25 contractor contracts, public-private partnership agreement, lease
26 agreement, franchise agreement, or financing agreement, and may
27 include such terms and conditions as permitted under the
28 constitutions of both states and the parties may agree to.

29 (4) As part of the construction of a bridge, the commission shall
30 demolish, remove, and dispose of the applicable existing bridge in
31 accordance with all applicable environmental permits and the terms of
32 an agreement between the commission and owner of the existing bridge.
33 Unless otherwise agreed to by the owner of the existing bridge, the
34 proceeds from the sale of any salvaged materials from the existing
35 bridge shall be owing to such owner.

36 (5) A commission is deemed a municipal corporation for the
37 purposes of RCW 82.04.050(10), and therefore the public road
38 construction exemption under RCW 82.04.050(10) shall apply to taxes
39 otherwise owing from construction of a bridge. Subject to section 16
40 of this act, the commission may apply for a deferral of all state and

1 local sales and use taxes incurred from construction of a bridge that
2 are not relieved by the public road construction exemption.

3 NEW SECTION. **Sec. 10.** (1) The board shall have the exclusive
4 power to enact and enforce such rules and regulations as the board
5 may elect for the use, operations, maintenance, inspection, and
6 preservation of any bridge owned or operated by the commission,
7 including limiting loads permitted on the bridge and closing the
8 bridge to any traffic deemed unsafe by the commission, provided the
9 commission shall comply with all state and federal regulations
10 generally applicable to bridge operations, maintenance, safety, and
11 inspections.

12 (2) Any facility or property owned, leased, operated, or
13 controlled by the commission may be operated by the commission
14 directly, or by another public or a private entity pursuant to a
15 contract, lease, or agreement that is subject to such terms and
16 conditions as the board may determine.

17 (3) Compensation to a contractor under an operating contract may
18 be in the form of a payment by the commission to the contractor for
19 services rendered, a payment by the contractor to the commission for
20 the rights to operate the facility or property, or such other
21 arrangements as the board may elect.

22 (4) A state agency or local government may pledge or grant
23 revenue or other assistance to support or guaranty, in whole or part,
24 the repayment of debt, costs of operations, or capitalization of
25 reserves of the commission under such terms as the commission and the
26 state agency or local government may agree, and the commission may
27 accept such assistance.

28 NEW SECTION. **Sec. 11.** (1) The commission may, from time to
29 time, without the necessity of any assent by electors, local
30 governments, or any other governmental entity, issue or enter into
31 revenue bonds or other debt instruments paid from or secured by all
32 or any revenues available to the commission in one or more series,
33 and such amounts, maturities, denominations, and forms, with such
34 insurance, credit enhancements, or other guarantees, and with such
35 other terms and provisions as the board may determine.

36 (2) If the applicable laws pursuant to section 13 of this act are
37 those of the state of Washington, the commission may from time to
38 time issue and sell:

1 (a) Revenue bonds or other debt instruments on the same basis as
2 a local government in accordance with chapter 39.46 RCW, provided,
3 notwithstanding RCW 39.46.070(1), such bonds or other debt
4 instruments issued by the commission for the construction of a bridge
5 under this act may include capitalized interest for up to 72 months
6 from the date of issuance;

7 (b) Debt instruments to refund outstanding debt instruments on
8 the same basis as a public body under the refunding bond act, chapter
9 39.53 RCW; and

10 (c) Short-term obligations on the same basis as a municipal
11 corporation in accordance with chapter 39.50 RCW.

12 (3) The commission may enter into one or more agreements with a
13 federal agency for grants, loans, advances, credit enhancements, or
14 other contributions subject to the applicable federal law, and need
15 not comply with contrary state statutes that may otherwise apply.

16 (4) For the benefit of any holders of bonds or debt instruments
17 that are outstanding or otherwise authorized by the commission:

18 (a) The board shall continue in effect toll rates and other
19 charges that satisfy the provisions of this act and the covenants
20 made by the commission, and shall not take any action or inaction to
21 impair its ability to do so; and

22 (b) The state of Washington, or any political subdivision,
23 district, or municipality thereof, shall not take any action that
24 impairs, diminishes, or affects adversely the interest and rights of
25 the holders of bonds or debt instruments of the commission.

26 NEW SECTION. **Sec. 12.** Notwithstanding anything in the laws of
27 either state to the contrary, the commission shall not be required to
28 pay any tax or assessment, or any in lieu of tax or assessment, by
29 either state, or by any political subdivision, municipality, or
30 district thereof including, but not limited to, any property tax,
31 sales and use tax, or other tax or assessment upon real or personal
32 property acquired or otherwise under the control of the commission,
33 or upon any activity or expenditure of the commission, or upon the
34 revenues of the commission, except to the extent that a municipal
35 corporation would be subject to such a tax or assessment.

36 NEW SECTION. **Sec. 13.** (1) The commission shall be governed by
37 applicable federal law, this chapter, rules adopted by the board

1 under this chapter, and in the manner of a municipal corporation
2 under the following state and local laws:

3 (a) Except as provided in (b) and (c) of this subsection, the
4 commission and its board, officials, employees, and agents, shall be
5 governed by the laws of the primary place of business. Such laws
6 include, but are not limited to, laws pertaining to local government
7 audits, financial administration, and accounting requirements; public
8 records; prohibitions on using facilities for campaign purposes; open
9 public meetings; the code of ethics for municipal officers; the
10 rights of public employees; and local government whistleblower
11 protection.

12 (b) The real estate transactions of, and exercise of eminent
13 domain by, the commission, including relocation assistance;
14 compliance with land use, environmental, and building codes; and such
15 other actions of the commission pertaining to the ownership, control,
16 or use of a particular property site or area as the board may
17 determine by rule shall be governed by the laws of the state and
18 local government within which the particular property site or area is
19 situated.

20 (c) If there is a conflict between a provision of an otherwise
21 applicable state or local law and a provision of this chapter, this
22 chapter shall govern, and the conflicting provision in state or local
23 law is inapplicable to the commission.

24 (2) The court of original jurisdiction for any action brought by
25 or against the commission is the court designated pursuant to
26 applicable law.

27 NEW SECTION. **Sec. 14.** (1) The grantee for any federal, state,
28 or local grant for a bridge owned or to be owned by the commission
29 that was awarded before the formation date of the commission shall
30 remain the grantee until such grant is closed under the terms of the
31 grant agreement, unless otherwise agreed to by the grantee and the
32 commission. The governing body of the grantee shall oversee the work
33 under the grant, however, the grantee shall coordinate with the
34 commission, and not take any actions inconsistent with the policy
35 direction of the commission, unless required by the terms of the
36 grant agreement. Following the formation date of the commission, the
37 commission shall be the applicant and grantee for all federal, state,
38 or local grants for the bridge, unless the commission otherwise

1 agrees. The commission shall establish procedures for the timely
2 coordination of its activities with the states and local governments.

3 (2) The departments of transportation and local governments are
4 authorized to enter agreements with the commission to furnish it with
5 surveys, engineering, plans, and specifications, construction
6 management, project controls, operations, administration, and other
7 technical services, the cost of which shall be reimbursed by the
8 commission.

9 (3) The commission may fund its activities before the receipt of
10 tolls or other charges in any manner permitted by applicable law
11 including, but not limited to:

12 (a) Borrowing funds from the federal government, either or both
13 states, any local government, or any combination thereof, and
14 repaying such borrowings following the opening of the bridge with the
15 proceeds of tolls and other charges for use of the bridge, or in such
16 other manner as the parties may agree;

17 (b) Being a direct grantee of any federal, state, or local
18 government grant; and

19 (c) Receiving moneys as a subrecipient of a federal, state, or
20 local government grant for which a department or local government is
21 the grantee. To the extent permitted by the grant agreement, the
22 departments of transportation and local governments may enter into
23 agreements with the commission to make any portion of such grant
24 funds available to the commission under such terms and conditions as
25 the parties may agree to.

26 (4) The commission may from time to time assign or otherwise
27 convey any of its properties, facilities, funds, accounts,
28 obligations, or duties to any department, local government, or
29 combination thereof, provided such assignment or conveyance does not
30 in any manner impair or affect adversely the interests or rights of
31 the holders of any bonds or other debt instruments of the commission,
32 and the department or local government may, in its discretion, accept
33 such assignment or conveyance.

34 (5) The commission may be dissolved as follows:

35 (a) Before the issuance of any bonds or other debt instrument of
36 the commission, the board may enact a resolution to dissolve the
37 commission at any time it determines the dissolution is in the public
38 interest. The dissolution resolution shall address the methods by
39 which all liabilities and obligations of the commission will be
40 satisfied before the effective date of the dissolution, provided that

1 all liabilities incurred by the commission shall be satisfied
2 exclusively from the assets and properties of the commission and no
3 creditor or other person shall have any right of action against any
4 local government that formed the commission on account of any debts,
5 obligations, or liabilities of the commission. The dissolution
6 resolution shall also address the distribution and transference to
7 local governments of any properties or other assets of the commission
8 that may remain after the satisfaction of all commission liabilities,
9 and such other matters as the board may elect. A resolution to
10 dissolve the commission may not take effect until at least a majority
11 of the local governments in each state agree in writing to the
12 resolution; and

13 (b) Following the issuance of any bonds or other debt instruments
14 of the commission, or in the event of the insolvency of the
15 commission, the superior court or circuit court of the county of the
16 primary place of business shall have jurisdiction and authority to
17 appoint trustees or receivers of commission property and assets and
18 supervise such trusteeship or receivership, provided that all
19 liabilities incurred by the commission shall be satisfied exclusively
20 from the assets and properties of the commission and no creditor or
21 other person shall have any right of action against any local
22 government that formed the commission on account of any debts,
23 obligations, or liabilities of the commission. In the event the
24 commission is dissolved and properties or assets of the commission
25 remain after the satisfaction of all of its outstanding debts,
26 obligations, or liabilities, the remaining property and assets of the
27 commission shall be transferred to local governments in accordance
28 with an order issued by the superior court or circuit court of the
29 county of the primary place of business. The allocation and transfer
30 of the remaining properties and assets of the commission to local
31 governments shall be in such manner as the court determines is
32 equitable and serves the public interest.

33 NEW SECTION. **Sec. 15.** (1) This chapter is liberally construed
34 to effectuate the purposes of the commission, and the powers and
35 authority granted to the commission under this chapter are deemed
36 supplemental to all other powers and authorities granted to municipal
37 corporations under applicable law.

38 (2) If any provision of this chapter, or its application to any
39 person or circumstance, is held to be invalid, all other provisions

1 of this chapter, and the application of all of its provisions to all
2 other persons and circumstances, shall remain valid, and to this end
3 the provisions of this chapter are severable.

4 (3) No legal challenge to the formation of the commission
5 intended to be authorized or created pursuant to this chapter may be
6 commenced more than 30 days after the effective date of the
7 commission formation agreement.

8 NEW SECTION. **Sec. 16.** (1)(a) Any person involved in the
9 construction of a bridge under this chapter may apply for deferral of
10 state and local sales and use taxes on the site preparation for, the
11 construction of, the acquisition of any related machinery and
12 equipment that will become a part of, and the rental of equipment for
13 use in, the bridge.

14 (b) Applications shall be made to the department of revenue in a
15 form and manner prescribed by the department of revenue. The
16 application must contain information regarding estimated or actual
17 costs, time schedules for completion and operation, and other
18 information required by the department of revenue. The department of
19 revenue shall approve the application within 60 days if it meets the
20 requirements of this section.

21 (2) The department of revenue shall issue a sales and use tax
22 deferral certificate for state and local sales and use taxes imposed
23 or authorized under chapters 82.08, 82.12, and 82.14 RCW and RCW
24 81.104.170 on the bridge.

25 (3) A person granted a tax deferral under this section shall
26 begin paying the deferred taxes in the fifth year after the date
27 certified by the department of revenue as the date on which the
28 bridge is operationally complete. The project is operationally
29 complete under this section upon notification in writing by the
30 commission to the department of revenue that the bridge is
31 constructed and opened to traffic. The first payment is due on
32 December 31st of the fifth calendar year after the certified date,
33 with subsequent annual payments due on December 31st of the following
34 nine years. Each payment shall equal 10 percent of the deferred tax.

35 (4) The department of revenue may authorize an accelerated
36 repayment schedule upon request of a person granted a deferral under
37 this section.

38 (5) Interest shall not be charged on any taxes deferred under
39 this section for the period of deferral, although all other penalties

1 and interest applicable to delinquent excise taxes may be assessed
2 and imposed for delinquent payments under this section. The debt for
3 deferred taxes is not extinguished by insolvency or other failure of
4 any private entity granted a deferral under this section.

5 (6) Applications and any other information received by the
6 department of revenue under this section are not confidential and are
7 subject to disclosure. Chapter 82.32 RCW applies to the
8 administration of this section.

9 (7) A public road contractor who applies for a deferral may not
10 invoice a commission for sales and use taxes until after the taxes
11 have been paid to the department of revenue.

12 (8) The provisions of RCW 82.32.805 and 82.32.808 do not apply to
13 this section.

14 (9) For purposes of this section, "person" has the same meaning
15 as in RCW 82.04.030 and also includes a commission under this
16 chapter.

17 NEW SECTION. **Sec. 17.** The office of the attorney general must
18 give notice that the condition in section 3(1) of this act has been
19 met to the transportation committees of the house of representatives
20 and senate and the office of the code reviser.

21 **Sec. 18.** RCW 47.56.860 and 2008 c 122 s 2 are each amended to
22 read as follows:

23 This subchapter applies only to all state toll bridges and other
24 state toll facilities, excluding the Washington state ferries, first
25 authorized within this state after July 1, 2008. However, this
26 subchapter does not apply to bridges under chapter 47.--- RCW (the
27 new chapter created in section 19 of this act).

28 NEW SECTION. **Sec. 19.** Sections 1 through 17 of this act
29 constitute a new chapter in Title 47 RCW.

--- END ---

A-Engrossed
House Bill 4089

Ordered by the House February 9
Including House Amendments dated February 9

Introduced and printed pursuant to House Rule 12.00. Pre-session filed (at the request of Joint Committee on Transportation for Hood River-White Salmon Replacement Bridge Project Bi-State Working Group)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

[Directs Department of Transportation to study establishment of bistate Hood River bridge commission and report on findings to interim committees of Legislative Assembly related to transportation on or before September 15, 2023.]

[Sunsets January 2, 2024.]

Establishes statutory framework for local governments in Oregon and Washington to enter commission formation agreement to create bistate governance commission to oversee construction, maintenance, repair, operation, renewal, financing and refinancing of new interstate toll bridge across Columbia River.

Takes effect on 91st day following adjournment sine die.

A BILL FOR AN ACT

1
2 Relating to interstate bridges; creating new provisions; amending ORS 383.004 and 383.035; and
3 prescribing an effective date.

4 **Be It Enacted by the People of the State of Oregon:**

5 **SECTION 1. Findings. The Legislative Assembly finds and declares that:**

6 (1) **Interstate toll bridges owned by local governments provide critical links for the**
7 **transport of workers, services, tourism and emergency response between the State of**
8 **Oregon and the State of Washington, and for Oregon businesses to transport local agricul-**
9 **tural products, forest products, rock, gravel and manufactured products within the region**
10 **and to national markets.**

11 (2) **Existing interstate toll bridges owned by local governments are becoming functionally**
12 **obsolete, weight-restricted, seismically deficient and hazardous for marine freight, and need**
13 **to be replaced.**

14 (3) **Replacement of aging interstate toll bridges by local governments is extremely chal-**
15 **lenging, and the local governments that own or are served by the bridges require additional**
16 **means to address the problem. For some bistate regions, the successful replacement and**
17 **subsequent operation of interstate toll bridges is best accomplished by an independent bistate**
18 **governmental authority, chartered by local governments, with sufficient powers to efficiently**
19 **and equitably develop, operate, maintain, toll and finance a replacement bridge.**

20 **SECTION 2. Definitions. As used in sections 2 to 15 of this 2022 Act, unless the context**
21 **requires otherwise:**

22 (1) **“Board” means the board of directors of a commission.**

23 (2) **“Bridge” means an interstate toll bridge, including any approaches, that replaces an**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 existing bridge crossing the Columbia River between the State of Oregon and the State of
2 Washington.

3 (3) “Bridge finance plan” means a plan adopted by a board to finance the design, con-
4 struction, operation, maintenance, administration and governance of a bridge replacement
5 project.

6 (4) “Bridge replacement project” means a project undertaken by a commission to replace
7 an existing bridge, including but not limited to any approaches, buildings, structures, facili-
8 ties, equipment, improvements, tolling systems and software and appurtenances necessary
9 or incidental to the new bridge.

10 (5) “Commission” means a public corporation formed under section 3 of this 2022 Act
11 with the powers described in section 5 of this 2022 Act.

12 (6) “Commission formation agreement” means a bistate agreement among local govern-
13 ments to form a commission.

14 (7) “Construction” or “construct” means activities, materials and services necessary or
15 incidental to the design and construction of a bridge replacement project, including but not
16 limited to engineering, permitting, property acquisition, procurement, installation of equip-
17 ment, site work, utility relocation, inspection, start-up, landscaping, hard construction, en-
18 vironmental mitigation, demolition and removal of an existing bridge and associated
19 accounting, legal, administrative, project management and governance activities.

20 (8) “Debt instrument” means a contractual undertaking, financing agreement or other
21 instrument entered into or issued by a commission to evidence an obligation to repay or
22 guaranty repayment of borrowed moneys, including but not limited to bonds, refunding
23 bonds, notes, loans, interim financing, anticipation notes, certificates, credit enhancement
24 devices or other debt obligations.

25 (9) “Departments of transportation” means the Oregon Department of Transportation
26 and the Washington State Department of Transportation.

27 (10) “Director” means a duly appointed member of the board or, when acting in the ab-
28 sence of a director, a duly appointed alternate member of the board.

29 (11) “Existing bridge” means an existing interstate toll bridge crossing the Columbia
30 River between the State of Oregon and the State of Washington.

31 (12) “Local government” has the meaning given that term in ORS 174.116 and includes
32 local governments in the State of Washington.

33 (13) “Operate,” “operation” or “operations” means the activities necessary or incidental
34 to the operation, tolling, maintenance, repair, rehabilitation, renewal or replacement of a
35 bridge, and the associated financial, legal, administrative, management and governance ac-
36 tivities.

37 (14) “Other charges” means administrative and other fees, civil penalties and other
38 amounts established by the commission for use of a bridge.

39 (15) “Primary place of business” means the state and county within which the principal
40 headquarters office of a commission is established in a commission formation agreement,
41 notwithstanding a subsequent relocation of the principal headquarters office of the commis-
42 sion.

43 (16) “Public corporation” means a corporation created under section 3 of this 2022 Act
44 to perform essential governmental functions for the public purposes described in section 3
45 of this 2022 Act that, when issuing bonds or other debt instruments, acts on behalf of the

1 local governments as a constituted authority, within the meaning of regulations adopted by
2 the United States Department of the Treasury and rulings of the Internal Revenue Service
3 under section 103 of the Internal Revenue Code.

4 (17) "State" means the State of Oregon or the State of Washington.

5 **SECTION 3. Creation and Purposes.** (1) Upon enactment by the State of Washington of
6 legislation having the same material effect as sections 2 to 15 of this 2022 Act, local gov-
7 ernments may enter into a commission formation agreement to form and charter a com-
8 mission under this section. The commission is a public corporation formed under the laws
9 of the State of Oregon and the State of Washington, vested with the powers and duties
10 granted by sections 2 to 15 of this 2022 Act. The commission shall perform an essential gov-
11 ernmental function and exercise the commission's powers for the public purposes described
12 in this section.

13 (2) Local governments by resolution may enter into a commission formation agreement,
14 consistent with the requirements of sections 2 to 15 of this 2022 Act, to charter and form a
15 commission. A commission formation agreement at a minimum must be approved and exe-
16 cuted by the owner of an existing bridge and by the governing bodies of the counties within
17 which an existing bridge is situated. A commission formation agreement may be adopted by
18 local governments in phases, provided that all required elements of a commission formation
19 agreement be adopted before a board may authorize the issuance of toll revenue bonds. A
20 commission formation agreement must specify:

21 (a) A name for the commission;

22 (b) The date on which the powers granted to the commission by sections 2 to 15 of this
23 2022 Act become effective;

24 (c) The primary place of business for the purpose of establishing the applicable laws de-
25 scribed in section 13 of this 2022 Act;

26 (d) The composition and appointment process for members of the board as described in
27 section 4 (1) and (2) of this 2022 Act;

28 (e) The terms of office and any rules, responsibilities and requirements that apply to the
29 offices of chair and cochair as described in section 4 (4) of this 2022 Act;

30 (f) The requirements for formal actions of the board as described in section 4 (5) of this
31 2022 Act; and

32 (g) Any other provisions adopted by a local government, provided that the provisions
33 comply with the applicable laws under section 13 of this 2022 Act and do not impair or ad-
34 versely affect the powers of the commission under sections 2 to 15 of this 2022 Act.

35 (3) A commission formation agreement may allow for a board to amend the provisions
36 of the commission formation agreement pursuant to subsection (2)(d) to (g) of this section
37 and section 4 (5) of this 2022 Act, and may establish conditions for an amendment.

38 (4) The purposes of a commission are to:

39 (a) Design, engineer, develop, finance, refinance, install, equip and construct a bridge to
40 replace and remove an existing bridge;

41 (b) Act as a cooperative bistate governance structure to develop, own or control, fix and
42 adjust tolls and regulate the use of a bridge;

43 (c) Oversee the efficient operation, maintenance, administration, rehabilitation and re-
44 newal of a bridge; and

45 (d) Perform other duties and exercise other powers as may be conferred upon the com-

1 mission by law.

2 **SECTION 4. Governance.** (1) A commission shall be governed by a board of directors. A
3 commission formation agreement must specify the number of voting directors and nonvoting
4 directors, if any, appointed by local governments from each state and by governmental en-
5 tities that are not local governments, if any, and shall establish procedures for the nomi-
6 nation and appointment of the directors, which may differ by state.

7 (2) Each nominating authority shall nominate and each appointing authority shall appoint
8 an alternate director for each director it nominates or appoints. The alternate director may
9 act only in the absence of the director for whom the alternate is appointed.

10 (3) Directors shall serve without compensation, but may be reimbursed for reasonable
11 expenses incurred as an incident to the performance of their duties. Directors shall serve
12 at the pleasure of the appointing authority and may be removed or suspended from office by
13 the appointing authority with or without cause. The commission formation agreement must
14 specify the initial term of office of each director to ensure that subsequent appointments by
15 appointing authorities from each state are reasonably and similarly staggered. Except for the
16 initial appointment of directors, the term of office of a director shall be four years.

17 (4) The board shall elect two cochair from among the directors of the board. One cochair
18 must reside in the State of Oregon and the other cochair must reside in the State of
19 Washington. The cochair shall serve as first cochair and second cochair, with the first
20 cochair responsible for presiding at the commission meetings. The board shall specify which
21 cochair will serve in which position within one year from the date of formation of the com-
22 mission, after which time the two positions must alternate on an annual basis. The com-
23 mission formation agreement must establish the terms of office of the cochair and may
24 establish other requirements for the office of cochair as requested by the local governments.

25 (5) Formal actions of the board must be taken by ordinance or resolution duly approved
26 at any regular or special meeting of the board. An action of the board is not effective unless
27 there is a quorum present and a majority of the directors present assent to the action. A
28 commission formation agreement must establish the requirements for a quorum and may
29 establish other requirements for formal actions of the board as requested by the local gov-
30 ernments.

31 (6) Unless otherwise provided in an ordinance or resolution adopted by a board, a board
32 has the exclusive right to exercise the powers granted by sections 2 to 15 of this 2022 Act,
33 and the exercise of the powers granted to the board by sections 2 to 15 of this 2022 Act may
34 not be subject to any prior or subsequent authorization, approval or concurrence by a local
35 government or other governmental entity in the State of Oregon or the State of Washington.

36 (7) A board must adopt rules, consistent with applicable laws under section 13 of this 2022
37 Act and a commission formation agreement, regarding the organization, activities and pro-
38 cedures of the board and the commission, as the board may determine.

39 **SECTION 5. Powers.** (1) In addition to any other powers granted under sections 2 to 15
40 of this 2022 Act, a commission may:

41 (a) Construct, purchase, lease, acquire, own, operate, maintain, control, hold, sell, con-
42 vey, dispose of, finance or refinance real property, personal property, facilities, materials,
43 supplies or equipment, or any interest therein, within the State of Oregon or the State of
44 Washington, as the board deems necessary or incidental to the purposes of the commission
45 described in section 3 of this 2022 Act;

1 **(b) Secure all necessary federal, state and local authorizations, permits and approvals for**
2 **the construction, maintenance, repair, operation, renewal, financing or refinancing of a**
3 **bridge;**

4 **(c) Adopt, amend or repeal bylaws, rules or regulations, consistent with applicable laws**
5 **under section 13 of this 2022 Act and a commission formation agreement, that further specify**
6 **the powers and duties of a commission, clarify or interpret provisions in a commission for-**
7 **mation agreement or clarify or interpret laws or regulations applicable to the commission;**

8 **(d) Receive and accept, with or without consideration, from a federal agency, a state, a**
9 **local government or any other public or private source, grants, contributions, loans, ad-**
10 **vances, credit enhancements or other contributions in money, property, labor, materials,**
11 **services or other things of value to accomplish the purposes of the commission;**

12 **(e) Invest the commission's monies in investments permitted for municipal corporations**
13 **and disburse funds for the commission's lawful purposes;**

14 **(f) Make and enter into any contract or agreement the board deems necessary or inci-**
15 **dental to the purposes of the commission;**

16 **(g) Grant, by franchise, lease or otherwise, the use of any property or facility owned or**
17 **controlled by the commission and the making of payments for the use;**

18 **(h) Create and abolish offices, employments or positions, and employ or contract for**
19 **professional and other services;**

20 **(i) Establish and enforce regulations governing the use of facilities owned or controlled**
21 **by the commission, the services rendered by the commission and the tolls and other charges**
22 **issued by the commission;**

23 **(j) Adopt and use a corporate seal;**

24 **(k) Sue and be sued in the name of the commission;**

25 **(L) Establish special funds, and controls on deposits to and disbursements from the spe-**
26 **cial funds, as the commission deems convenient for the implementation of sections 2 to 15**
27 **of this 2022 Act;**

28 **(m) Delegate any of the commission's powers and duties if consistent with the purposes**
29 **of sections 2 to 15 of this 2022 Act;**

30 **(n) Perform other functions necessary or incidental to the purposes of the commission**
31 **or to the execution of the powers granted under sections 2 to 15 of this 2022 Act; and**

32 **(o) Exercise other additional powers as may be conferred on the commission by law.**

33 **(2) A commission may not impose a tax or an assessment.**

34 **SECTION 6. Organization and Administration. (1) Before construction may begin on a**
35 **bridge, a board must appoint or retain an executive director to perform the duties and**
36 **functions of the chief administrator of the commission and exercise the powers conferred**
37 **upon the executive director by the board or under sections 2 to 15 of this 2022 Act. The**
38 **executive director serves at the pleasure of the board. Subject to any rules adopted by the**
39 **commission, the executive director may appoint staff or retain consultants to carry out the**
40 **purposes and duties of the commission.**

41 **(2) Before construction may begin on a bridge, the board must appoint or retain legal**
42 **counsel, including but not limited to bond counsel, to furnish or cause to be furnished to the**
43 **commission any opinions, advice and counsel requested by the commission, and to represent**
44 **or oversee the representation of the commission in legal matters or hearings, as directed**
45 **by the commission.**

1 (3) The commission may employ such engineering, technical, legal, administrative, oper-
2 ating or other personnel, officers or agents on a regular, part-time or consulting basis as the
3 commission deems necessary or beneficial to the performance of the commission's duties.
4 The commission may fix and provide for the qualification, appointment, removal, term, ten-
5 ure, compensation, pension and retirement rights of the commission's officers and employ-
6 ees. Employees of the commission are afforded the labor rights and protections afforded to
7 public employees under the laws of the state within which the primary place of business of
8 the commission is situated.

9 (4) All privileges and immunities from liability, laws and benefits that apply to directors,
10 officers, agents or employees of a municipal corporation under the applicable laws described
11 in section 13 of this 2022 Act apply to the directors, officers, agents and employees of the
12 commission.

13 (5) The commission may purchase insurance or self-insure to protect and hold personally
14 harmless any of the directors, officers, employees or agents of the commission from any
15 action, claim or proceeding arising out of the performance, purported performance or failure
16 of performance in good faith of duties for or employment with the commission of the direc-
17 tors, officers, employees and agents, and to hold the directors, officers, employees and agents
18 harmless from any expenses connected with the defense, settlement or monetary judgments
19 arising from the actions, claims or proceedings.

20 (6) The commission may purchase insurance or self-insure against loss or damage to any
21 of the commission's properties or facilities, damage to persons or property, loss of revenues
22 or other coverages, as the board may elect to accomplish the purposes of the commission.
23 The board may determine the form and amount of the insurance coverage, provided that the
24 insurance amount satisfies the requirements of any agreement arising from the issuance of
25 bonds or other obligations by the commission. The board may enter into intergovernmental
26 agreements with a state, a local government or a combination of states and local govern-
27 ments, to acquire or maintain insurance.

28 (7) Upon request by the State of Oregon, the State of Washington or a local government,
29 the commission shall furnish information related to the commission's affairs to the re-
30 quester. The commission shall prepare an annual report summarizing the major activities
31 and expenditures of the commission for the fiscal year and forecasting the major activities
32 and expenditures of the commission for the following year. The commission shall furnish a
33 copy of the annual report, together with any additional information the commission deems
34 appropriate, to the local governments and other interested parties.

35 (8) Except as provided in subsection (9) of this section, a board shall prepare and adopt
36 an annual or a biennial budget and make appropriations consistent with this subsection. In
37 no case can the adopted budget expenditure allowances exceed total estimated revenues un-
38 less accompanied by proposed legislation to obtain an equivalent amount of additional re-
39 venue. The board may adopt, and subsequently amend, a rule establishing requirements and
40 processes for adopting a budget. The board shall:

41 (a) Establish a budget committee;

42 (b) Publish a public notice for each meeting of the budget committee;

43 (c) Publish a public notice and hold a public hearing on the proposed budget before
44 adopting a budget;

45 (d) Adopt the budget, as amended or revised by the board, before the start of the budget

1 **period;**

2 (e) **Adopt amendments to the adopted budget or adopt supplementary budgets during a**
3 **budget period, as the board deems appropriate; and**

4 (f) **Transmit to local governments a copy of the final budget and any amended or sup-**
5 **plementary budgets adopted by the board.**

6 (9) **Notwithstanding subsection (8) of this section, a commission is not required to adopt**
7 **a budget for any year in which the commission does not have revenue and all revenues and**
8 **expenditures for a bridge replacement project derive from and are authorized by a budget**
9 **of one or more local governments.**

10 **SECTION 7. Real Property. (1) A commission may finance, refinance, acquire or other-**
11 **wise assume control of, by purchase, lease, donation or other means, real property or per-**
12 **sonal property, structures, property rights, franchises, easements or other property**
13 **interests, whether situated within the State of Oregon or the State of Washington, as the**
14 **board deems necessary or incidental to the purposes of the commission.**

15 (2) **The commission may exercise the power of eminent domain to acquire by condemna-**
16 **tion any property, structures, property rights, franchises, easements or other property in-**
17 **terests situated within the State of Oregon or the State of Washington as the board deems**
18 **necessary or incidental to the purposes of the commission, subject to the applicable laws**
19 **described in section 13 (3) of this 2022 Act. Property owned or held by a state or a local**
20 **government may not be taken by the commission without the prior consent of the state or**
21 **local government.**

22 **SECTION 8. Revenues. (1) A board shall have the exclusive power to impose, fix and pe-**
23 **riodically adjust the rate of tolls or other charges for use of a bridge owned or operated by**
24 **the commission without approval, authorization or concurrence by a state legislature, state**
25 **toll authority, local government, state agency, state official or other entity. The board may**
26 **establish and implement rules for specifying the rate of tolls and other charges, including**
27 **but not limited to discounts, exemptions and distinct rates for certain classes of vehicle and**
28 **user. Nothing in ORS 383.001 to 383.245 prohibits a commission from establishing or setting**
29 **a toll or other charge for use of a bridge owned or operated by the commission.**

30 (2) **In setting and periodically adjusting toll rates or other charges, a board shall ensure**
31 **that toll rates and other charges annually yield revenue sufficient to meet the costs, ex-**
32 **penses and obligations of the commission, including the satisfaction of the financial and**
33 **other covenants made by the commission with regard to bonds or other debt instruments.**

34 (3) **To enforce the payment of tolls and other charges for use of a bridge, the commission**
35 **may enter into agreements with the Department of Transportation and an agency of the**
36 **State of Washington. An agreement may provide that:**

37 (a) **The department or agency shall provide information to the commission or the**
38 **commission's designee to identify registered owners of vehicles who fail to pay a toll or other**
39 **charge established by the commission under this section.**

40 (b) **If a commission, or a commission's designee, gives notice to the department or**
41 **agency that a person has not paid a toll or other charge established under this section, the**
42 **department or agency shall refuse to renew the motor vehicle registration of the motor ve-**
43 **hicle operated by the person at the time of the violation.**

44 (c) **The department or agency may renew a motor vehicle registration of a person de-**
45 **scribed in paragraph (b) of this subsection upon receipt of a notice from a commission, or a**

1 commission's designee, indicating that all tolls and other charges established under this
2 section and owed by the person have been paid.

3 (4) A transponder record or recorded image of a vehicle and the registration plate of the
4 vehicle produced by a photo enforcement system at the time a driver of a vehicle did not pay
5 a toll is prima facie evidence that the registered owner of the vehicle is the driver of the
6 vehicle, provided that, if the registered owner of a vehicle is a person in the vehicle rental
7 or leasing business, the registered owner may identify the person who was operating the
8 vehicle at the time the toll was not paid or pay the toll and other charges. A registered
9 owner of a vehicle who pays a toll or other charge imposed while another person was oper-
10 ating the vehicle of the registered owner is entitled to full reimbursement from the operator.
11 The rights granted to the commission to enforce the payment of tolls and other charges of
12 the commission under sections 2 to 15 of this 2022 Act are supplemental, and the commission
13 may employ all other remedies available to the commission under the laws of the State of
14 Oregon and the State of Washington.

15 (5) The proceeds from toll rates and other charges of the commission may only be used
16 to pay the necessary and incidental costs and expenses incurred by the commission in con-
17 nection with owning, constructing, operating, maintaining, renewing and governing a bridge,
18 including but not limited to costs incurred for:

19 (a) The design, development, construction, equipping, installation, financing or refinanc-
20 ing of the bridge, demolition and removal of the existing bridge and mitigation of associated
21 impacts;

22 (b) The operation, repair, maintenance, resurfacing, preservation, equipping, improve-
23 ment, reconstruction, renewal and replacement of the bridge;

24 (c) The tolling of the bridge, the collection, administration and enforcement of tolls and
25 the acquisition, leasing, maintenance and replacement of tolling equipment and software;

26 (d) The financing or refinancing of any bonds or other debt instruments of the commis-
27 sion;

28 (e) A reasonable return on investment for the private financing of the costs, expenses
29 or obligations of the commission;

30 (f) The establishment and maintenance of reserves or sinking funds approved by the
31 board; and

32 (g) Any other obligations or expenses incurred by the commission in carrying out the
33 commission's purposes under sections 2 to 15 of this 2022 Act.

34 (6) The commission may grant to a public or private entity by franchise, lease or in an-
35 other manner the use or control of all or part of a bridge, property or facility owned or under
36 the control of the commission, and may fix the terms, conditions, rents and other payments
37 for the use or control.

38 (7) For the purpose of funding a bridge under sections 2 to 15 of this 2022 Act, the ap-
39 proaches, connecting roads, related facilities and appurtenances on both sides of the
40 Columbia River are designated as part of the highway system of Oregon. All revenues, re-
41 cepts, grants, bond proceeds and other funds of the commission may be commingled and
42 spent to carry out the purposes of the commission, unless and to the extent otherwise re-
43 stricted by the terms of a grant agreement or debt instrument.

44 **SECTION 9. Bridge Design and Construction.** (1) The commission shall:

45 (a) Design and construct a bridge to standards and specifications satisfactory to the de-

1 **partments of transportation;**

2 **(b) Comply with all applicable permits, clearances and mitigation requirements; and**

3 **(c) Arrange for timely review by the departments of transportation of all pertinent en-**
4 **gineering plans, specifications and related reports.**

5 **(2) The commission may undertake construction activities that have necessary permits**
6 **and for which funding is available, provided that before issuing a notice to proceed with the**
7 **construction of a bridge foundation, the commission shall:**

8 **(a) Prepare and adopt an initial bridge finance plan to fund the design, construction, op-**
9 **eration, maintenance, administration and governance of the bridge. Before adopting the ini-**
10 **tial bridge finance plan, a board shall require a feasibility review of the initial bridge finance**
11 **plan and shall submit the feasibility review to the departments of transportation and the**
12 **local governments that are parties to the commission formation agreement, for their review.**
13 **Following receipt of feedback from the departments of transportation and local governments,**
14 **the board may adopt the initial bridge finance plan. After the initial bridge finance plan is**
15 **adopted, the board may periodically adjust or amend the initial bridge finance plan; and**

16 **(b) Make and enter into a written agreement with the owner of an existing bridge, under**
17 **terms and conditions that are mutually agreeable, regarding the removal and disposition of**
18 **the existing bridge. The agreement must address:**

19 **(A) The roles, responsibilities and obligations of the parties regarding the removal and**
20 **disposal of the existing bridge, including the liabilities or potential liabilities incident thereto;**

21 **(B) The retirement of the outstanding debt for which toll revenue from the existing**
22 **bridge is pledged;**

23 **(C) The distribution of proceeds from the salvage value of the existing bridge;**

24 **(D) The disposition of the property, equipment or other assets incidental to the existing**
25 **bridge;**

26 **(E) Mitigation of impacts to existing bridge operations; and**

27 **(F) Any other matters to which the commission and owner of the existing bridge agree.**

28 **(3) For purposes of the acquisition, design, construction, installation, operation or main-**
29 **tenance of the bridge, or any combination thereof, the commission, without the prior or**
30 **subsequent authorization, approval or concurrence by the State of Oregon, the State of**
31 **Washington, a local government or other governmental entity of either state, may enter into**
32 **any combination of contracts, agreements or other arrangements with one or more private**
33 **entities or units of government, or any combination thereof, as the commission may elect,**
34 **including, but not limited to, any alternative or supplemental public works contract such as**
35 **design-build and construction manager-general contractor contracts, public-private partner-**
36 **ship agreement, lease agreement, franchise agreement or financing agreement, and may in-**
37 **clude any terms and conditions permitted under the Oregon Constitution and the**
38 **Washington State Constitution and to which the parties agree.**

39 **(4) As part of the construction of a bridge, a commission shall demolish, remove and**
40 **dispose of an existing bridge in accordance with applicable environmental permits and the**
41 **terms of an agreement between the commission and owner of the existing bridge. Unless**
42 **otherwise agreed to by the owner of the existing bridge, the proceeds from the sale of sal-**
43 **vaged materials from the existing bridge are owing to the owner.**

44 **SECTION 10. Bridge Operations. (1) A board shall have the exclusive power to adopt and**
45 **enforce the rules and regulations for the use, operation, maintenance, inspection and pres-**

1 ervation of a bridge owned or operated by the commission, including loads permitted on the
2 bridge and closing the bridge to any traffic deemed unsafe by the commission, provided that
3 the commission must comply with all state and federal regulations generally applicable to
4 bridge operations, maintenance, safety and inspections.

5 (2) A facility or property owned, leased, operated or controlled by the commission may
6 be operated by the commission directly or by a public or private entity pursuant to a con-
7 tract, lease or agreement.

8 (3) Compensation to a contractor under an operating contract may be in the form of a
9 payment by the commission to the contractor for services rendered, a payment by the con-
10 tractor to the commission for the rights to operate the facility or property or other such
11 arrangements as the board may elect.

12 (4) A state agency or local government may pledge revenue or other assistance to sup-
13 port or guaranty, in whole or in part, the repayment of debt, costs of operations or capital-
14 ization of reserves of the commission under such terms as the parties may agree, and the
15 commission may accept the assistance.

16 **SECTION 11. Financing.** (1) A board, for any lawful purpose of the commission, without
17 the necessity of any assent by electors, local governments or any other governmental entity,
18 may by resolution or ordinance provide for the issuance and sale of:

19 (a) Revenue bonds or other debt instruments paid from and secured by all or any revenue
20 of the commission;

21 (b) Short-term obligations, notes, warrants or other debt instruments in anticipation of
22 any grant receipts from the federal government, a state government or a local government
23 or other receipts of the commission; and

24 (c) Revenue refunding bonds or other refunding debt instruments for the purpose of re-
25 deemming, refinancing, extending or unifying, in whole or in part, outstanding bonds or other
26 debt instruments.

27 (2) To the extent permitted by federal law, bonds and other debt instruments of the
28 commission may be issued as taxable bonds or as tax-exempt bonds under the income tax
29 laws of the United States. Notwithstanding the status of the bonds or other debt instruments
30 for federal income tax purposes, interest paid to the owners of the bonds or other debt in-
31 struments of the commission is exempt from personal income taxes imposed by the State
32 of Oregon or any political subdivision, district or municipality thereof.

33 (3) If the applicable laws under section 13 of this 2022 Act are those of the State of
34 Oregon, the commission as a public body may issue and sell:

35 (a) Revenue bonds or other debt instruments under ORS 287A.150;

36 (b) Debt instruments to refund outstanding debt instruments under ORS 287A.150 (6) and
37 ORS 287A.360 to 287A.380; and

38 (c) Short-term obligations under ORS 287A.180.

39 (4) If the applicable laws under section 13 of this 2022 Act are those of the State of
40 Oregon, the commission as a public body shall administer bonds and other debt instruments
41 under ORS 287A.300 to 287A.380, provided that the commission may not issue a general obli-
42 gation bond or pledge any taxing power to an obligation.

43 (5)(a) The commission may enter into one or more agreements with a federal agency for
44 grants, loans, advances, credit enhancements or other contributions subject to the applicable
45 federal law.

1 (b) If the commission enters into an agreement under paragraph (a) of this subsection,
2 the commission is not required to comply with otherwise applicable state statutes that con-
3 flict with the applicable federal law.

4 (6) For the benefit of any holders of bonds or debt instruments that are outstanding or
5 otherwise authorized by a commission:

6 (a) The board shall continue in effect toll rates and other charges that satisfy sections
7 2 to 15 of this 2022 Act and the covenants made by the commission, and may not take any
8 action or inaction to impair the board's ability to do so; and

9 (b) The State of Oregon, the State of Washington and local governments may not take
10 any action that impairs, diminishes or affects adversely the interest and rights of the holders
11 of bonds or debt instruments of the commission.

12 **SECTION 12. Taxation.** (1) Notwithstanding the laws of this state or the State of
13 Washington and except as provided in subsection (2) of this section, a state or political sub-
14 division may not require the commission to pay a tax or assessment, or an in lieu of tax or
15 assessment, including but not limited to a property tax, sales tax, use tax or other tax or
16 assessment upon real property or personal property acquired or otherwise under the control
17 of the commission, or upon an activity or expenditure of the commission, or upon the re-
18 venues of the commission.

19 (2) Notwithstanding subsection (1) of this section, a state or political subdivision may
20 require a commission to pay a tax or assessment to the same extent as a municipal corpo-
21 ration.

22 **SECTION 13. Applicable Law and Jurisdiction.** (1) A commission is subject to applicable
23 federal law, sections 2 to 15 of this 2022 Act, rules adopted by the commission's board under
24 sections 2 to 15 of this 2022 Act and any state or local laws that apply to a municipal cor-
25 poration as specified in this section.

26 (2) Except as provided in subsections (3) and (4) of this section, the commission, the
27 board and the commission's officials, employees and agents are governed by the laws of the
28 primary place of business. The laws of the primary place of business include, but are not
29 limited to, laws pertaining to local government audits, financial administration and ac-
30 counting, public records, prohibitions on using facilities for campaign purposes, open public
31 meetings, the code of ethics for municipal officers, the rights of public employees and local
32 government whistleblower protections.

33 (3) The real estate transactions of, and the exercise of eminent domain by, the commis-
34 sion, including relocation assistance, compliance with land use, environmental and building
35 codes and other actions of the commission pertaining to the ownership, control or use of a
36 particular property site or area as the board may determine by rule, are governed by the
37 laws of the state and local jurisdiction within which the particular property site or area is
38 situated.

39 (4) If a conflict arises between a provision of sections 2 to 15 of this 2022 Act and a pro-
40 vision of state or local law, the provision under sections 2 to 15 of this 2022 Act controls.

41 (5) The court of original jurisdiction for any action brought by or against the commission
42 is the court designated under the applicable laws under this section.

43 **SECTION 14. Implementation and Dissolution.** (1) A grantee for a federal, state or local
44 grant for a bridge owned or to be owned by a commission that was awarded before the for-
45 mation date of the commission is the grantee until the grant is closed under the terms of

1 the grant agreement, unless otherwise agreed to by the grantee and the commission. The
2 governing body of the grantee shall oversee the work under the grant, provided that the
3 grantee coordinate with the commission and not take any actions inconsistent with the pol-
4 icy direction of the commission, unless required by the terms of the grant agreement. Fol-
5 lowing the formation date of the commission, the commission is the applicant and grantee
6 for all federal, state or local grants for the bridge, unless the commission agrees otherwise.
7 The commission shall establish procedures for the timely coordination of the commission's
8 activities with the states and local governments.

9 (2)(a) The departments of transportation and local governments may enter into agree-
10 ments with a commission to furnish to the commission surveys, engineering, plans, specifi-
11 cations, construction management, project controls, operations, administration and other
12 technical services.

13 (b) The commission shall reimburse the departments of transportation and local govern-
14 ments for services furnished under paragraph (a) of this subsection.

15 (3) Before receiving tolls or other charges, the commission may fund activities under
16 sections 2 to 15 of this 2022 Act in any manner permitted by applicable laws under section
17 13 of this 2022 Act, including but not limited to:

18 (a) Borrowing funds from the federal government, the State of Oregon, the State of
19 Washington, a local government or a combination thereof, and repaying the borrowed funds
20 following the opening of the bridge with the proceeds from tolls and other charges for use
21 of the bridge, or in such other manner as the parties may agree;

22 (b) Receiving a grant from the federal government, the State of Oregon, the State of
23 Washington, a local government or combination thereof; and

24 (c) Receiving monies as a subrecipient of a federal, state or local government grant for
25 which a department of transportation or local government is the grantee. To the extent
26 permitted by the grant agreement, the departments of transportation and local governments
27 may enter into agreements with the commission to make a portion of the grant funds
28 available to the commission under the terms and conditions to which the parties agree.

29 (4)(a) The commission may assign or otherwise convey the commission's properties, fa-
30 cilities, funds, accounts, obligations or duties to a state agency, local government or combi-
31 nation thereof, provided that the assignment or conveyance does not in any manner impair
32 or affect adversely the interests or rights of the holders of any bonds or other debt instru-
33 ments of the commission.

34 (b) A state agency or local government may accept an assignment or conveyance under
35 paragraph (a) of this subsection.

36 (5) A commission may be dissolved as follows:

37 (a) Before the commission issues any bonds or other debt instrument, the board may
38 adopt a resolution to dissolve the commission at any time upon determining that the dissol-
39 ution is in the public interest. The dissolution resolution must address the methods by which
40 all liabilities and obligations of the commission will be satisfied before the effective date of
41 the dissolution, provided that all liabilities incurred by the commission must be satisfied ex-
42 clusively from the assets and properties of the commission and no creditor or other person
43 shall have any right of action against any local government that formed the commission on
44 account of any debts, obligations or liabilities of the commission. The dissolution resolution
45 must also address the distribution and transference to local governments of any properties

1 or other assets of the commission that may remain after the satisfaction of all commission
 2 liabilities and other matters that the board deems appropriate. A resolution to dissolve a
 3 commission may not take effect until at least a majority of the local governments in each
 4 state agree in writing to the resolution.

5 (b) After the commission issues bonds or other debt instruments or if the commission
 6 is insolvent, the circuit court or superior court for the county in which the primary place
 7 of business is situated shall have jurisdiction and authority to appoint trustees or receivers
 8 of the property and assets of the commission and supervise such trusteeship or receivership,
 9 provided that all liabilities incurred by the commission be satisfied exclusively from the as-
 10 sets and properties of the commission and no creditor or other person shall have any right
 11 of action against a local government that formed the commission on account of any debts,
 12 obligations or liabilities of the commission. If a commission is dissolved and properties or
 13 assets of the commission remain after the satisfaction of all of the commission's outstanding
 14 debts, obligations or liabilities, the remaining property and assets of the commission must
 15 be transferred to local governments in accordance with an order issued by the court. The
 16 allocation and transfer of the remaining properties and assets of the commission to local
 17 governments must be in such manner as the court determines is equitable and serves the
 18 public interest.

19 **SECTION 15. General Provisions.** (1) Sections 2 to 15 of this 2022 Act must be liberally
 20 construed to effectuate the purposes of the commission, and the powers and authority
 21 granted to the commission under sections 2 to 15 of this 2022 Act are supplemental to all
 22 other powers and authorities granted to municipal corporations under the applicable laws
 23 described under section 13 of this 2022 Act.

24 (2) A legal challenge to the formation of a commission intended to be authorized or cre-
 25 ated under sections 2 to 15 of this 2022 Act may not be commenced more than 30 days after
 26 the effective date of a commission formation agreement.

27 **SECTION 16.** ORS 383.004 is amended to read:

28 383.004. (1) Except as provided in subsection (2) of this section, a toll may not be established
 29 unless the Oregon Transportation Commission has reviewed and approved the toll. The commission
 30 shall adopt rules specifying the process under which proposals to establish tolls will be reviewed.
 31 When reviewing a proposal to establish tolls, the commission shall take into consideration:

32 (a) The amount and classification of the traffic using, or anticipated to use, the tollway;

33 (b) The amount of the toll proposed to be established for each class or category of tollway user
 34 and, if applicable, the different amounts of the toll depending on time and day of use;

35 (c) The extent of the tollway, including improvements necessary for tollway operation and im-
 36 provements necessary to support the flow of traffic onto or off of the tollway;

37 (d) The location of toll booths or electronic toll collection systems to collect the toll for the
 38 tollway;

39 (e) The cost of constructing, reconstructing, improving, installing, maintaining, repairing and
 40 operating the tollway;

41 (f) The amount of indebtedness incurred for the construction of the tollway and all expenses and
 42 obligations related to the indebtedness including, without limitation, financial covenants, debt ser-
 43 vice requirements, reserve requirements and any other funding requirements established under the
 44 terms of any indenture prepared under ORS 383.225 and any other contracts establishing the terms
 45 of the indebtedness, if any;

- 1 (g) The value of assets, equipment and services required for the operation of the tollway;
- 2 (h) The period of time during which the toll will be in effect;
- 3 (i) The process for altering the amount of the toll during the period of operation of the tollway;
- 4 (j) The method of collecting the toll; and
- 5 (k) The rate of return that would be fair and reasonable for a private equity holder, if any, in
- 6 the tollway.

7 (2)(a) Nothing in ORS 383.001 to 383.245 prohibits a city or county from establishing a toll on
8 any highway, as defined in ORS 801.305, that the city or county has jurisdiction over as a road au-
9 thority pursuant to ORS 810.010.

10 (b) Nothing in ORS 383.001 to 383.245 prohibits Multnomah County from establishing a toll on
11 the bridges across the Willamette River that are within the boundaries of the City of Portland and
12 that are operated and maintained by Multnomah County as required under ORS 382.305 and 382.310.

13 (c) Nothing in ORS 383.001 to 383.245 prohibits the Port of Hood River from establishing a toll
14 on the bridges across the Columbia River that are operated and maintained by the port.

15 (d) Nothing in ORS 383.001 to 383.245 prohibits the Port of Cascade Locks from establishing a
16 toll on the bridges across the Columbia River that are operated and maintained by the port.

17 **(e) Nothing in ORS 383.001 to 383.245 prohibits a commission formed under section 3 of**
18 **this 2022 Act from establishing a toll on a bridge across the Columbia River that is operated**
19 **and maintained by the commission or the commission's designee.**

20 **SECTION 17.** ORS 383.035 is amended to read:

21 383.035. (1) A person shall pay a toll established under ORS 383.004.

22 (2) A person who fails to pay a toll established under ORS 383.004 shall pay to the Department
23 of Transportation the amount of the toll, a civil penalty and an administrative fee established by the
24 tollway operator not to exceed the actual cost of collecting the unpaid toll. The department shall
25 adopt by rule the amount of civil penalty that may be imposed for each violation of subsection (1)
26 of this section.

27 (3) A civil penalty imposed under this section may be remitted or reduced upon such terms and
28 conditions as the department considers proper and consistent.

29 (4) In addition to any other penalty, the department shall refuse to renew the motor vehicle
30 registration of a motor vehicle when the registered owner of the motor vehicle has not paid the toll,
31 the civil penalty and any administrative fee charged under this section.

32 (5) This section does not apply to:

33 (a) A person who is a member of a category of persons exempted by the Oregon Transportation
34 Commission from paying a toll; or

35 (b) A person who is a member of a category of persons made eligible by the commission for
36 paying a reduced toll, to the extent of the reduction.

37 (6) Civil penalties imposed under this section shall be imposed in the manner provided by ORS
38 183.745.

39 **(7) The department may enter into an agreement with a commission or a commission's**
40 **designee under section 8 (3) of this 2022 Act to enforce the payment of tolls and other**
41 **charges for use of an interstate toll bridge.**

42 **SECTION 18.** The section captions used in this 2022 Act are provided only for the con-
43 venience of the reader and do not become part of the statutory law of this state or express
44 any legislative intent in the enactment of this 2022 Act.

45 **SECTION 19.** This 2022 Act takes effect on the 91st day after the date on which the 2022

1 **regular session of the Eighty-first Legislative Assembly adjourns sine die.**

2

Michael Shannon

From: SOS Oregon * SOS <Oregon.SOS@sos.oregon.gov>
Sent: Monday, May 22, 2023 9:31 AM
To: Michael Shannon
Subject: RE: Hood River White Salmon Bridge Authority - Signed Commission Formation Agreements

Hello Michael,

Thank you for sending this information to our office. Just wanted to send a receipt of acknowledgement and appreciate the correspondence.

Have a great week,
Kathy

Kathy Wai (*pronounced way*)
Legislative Analyst
Oregon Secretary of State
(503) 302-6356
900 Court Street | Capitol Room 136 | Salem, OR 97301
www.sos.oregon.gov
Pronouns: she/her | Why do [pronouns matter?](#)

From: Michael Shannon <mwshannon@HNTB.com>
Sent: Friday, May 19, 2023 3:29 PM
To: secretaryofstate@sos.wa.gov; SOS Oregon * SOS <oregon.sos@sos.oregon.gov>
Cc: kgreenwood@portofhoodriver.com
Subject: Hood River White Salmon Bridge Authority - Signed Commission Formation Agreements

Dear, Steve Hobbs & Cheryl Myers:

During the 2022 legislative session, the Oregon and Washington legislatures passed similar bills (SB5558 in Washington; HB4089 in Oregon, see attached) allowing for local governments to enter into a commission formation agreement (CFA) to form and charter a Bi-State Bridge Authority. "The Local Governments by resolution may enter into a commission formation agreement which includes the owner of an existing local government bridge and the governing counties within which an existing bridge is situated".

A CFA(attached) was adopted by the six local governments in the mid-Columbia region including:

- Port of Hood River, Ore. (existing bridge owner)
- Hood River County, Ore. (Oregon county)
- Klickitat County, Wash. (Washington county)
- City of Hood River, Ore.
- City of White Salmon, Wash.
- City of Bingen, Wash.

The name of the new authority will be the Hood River White Salmon Bridge Authority (HRWSBA). The Authority Formation Date will be July 1, 2023.

The Intergovernmental Transition Plan (Exhibit C) of the CFA in Section 1.1 notes that “following the execution of this Agreement, the Port shall deliver copies of the Agreement to the Secretaries of State of Oregon and Washington...”

Please consider this email and attached letter from the Port of Hood river as meeting the terms of Section 1.1.

If you have any questions, please don't hesitate to contact me.

Sincerely

Michael Shannon, PE
Project Director
Cell (425) 577-8071
Email mwshannon@hntb.com

HNTB CORPORATION
777 108th Ave NE, Ste. 1000 | Bellevue, WA 98004 | hntb.com

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Hood River-White Salmon Bridge Authority Consent Agenda Item D

To: HRWSBA Board
From: Debbie Smith-Wagar
Item Description: RFQ for legal services
Date: July 10th, 2023

Action Requested:

Approve the release of the RFQ for legal services.

Background:

In the CFA, Section 11 Personnel and Staffing, Item 11.2.b directs the Board to employ or retain legal counsel. At the Bi-State Working Group's June 26th meeting the members requested that Port staff draft a Request for Qualifications (RFQ) to be issued to assist with obtaining legal services for the Authority. Emphasis was placed on finding attorneys licensed in both Oregon and Washington, attorneys with local government experience, and attorneys familiar with large government capital projects.

The attached RFQ was prepared as requested. The RFQ will be posted on Oregon Buys and sent directly to firms that staff believes have the qualifications the Authority is looking for.

Request for Qualifications

for

General Counsel Services

Hood River White Salmon Bridge Authority

Hood River, Oregon

White Salmon, Washington

Issued: **July 11, 2023**

Due Date: **August 1, 2023, 5:00 p.m.**

Submit Responses to:

Email to:

Procurement@HRWSBA.org

1. BACKGROUND & SCOPE OF WORK

The Hood River White Salmon Bridge Authority (the Authority) is committed to excellence in its general operations including overall administration and management of the financial and legal services it utilizes. Pursuant to ORS 279A.055(2), the Authority is issuing this Request for Qualifications (“RFQ”) seeking responses from qualified attorneys and/or law firms interested in providing ongoing legal services to the Authority starting September 1, 2023, through June 30, 2028, subject to earlier termination by the Authority or withdrawal by legal counsel. Legal services would be performed in accordance with the provisions contained in this RFQ.

About the Hood River White Salmon Bridge Authority. The Authority was created on July 1, 2023 as a result of the Hood River Bridge Replacement Project. In June 2022 Chapter 7, Oregon 2022 Laws (the “Oregon Act”) and Chapter 89, Washington Laws of 2022 (the “Washington Act”) became effective, allowing the Parties to enter into a Commission Formation Agreement (CFA) to form and charter a bi-state bridge commission for the replacement bridge. The cities of White Salmon and Bingen and Klickitat County in Washington, and the City of Hood River, Hood River County, and the Port of Hood River in Oregon all adopted the CFA in the spring of 2023. The CFA directed Klickitat County in Washington and Hood River County in Oregon to appoint three directors and three alternates from each state (six directors and six alternates in total). Those directors were appointed in June 2023 and the Authority was created on July 1. The enabling legislation allowed the CFA to determine the principal place of business. The Authority’s principal place of business is Oregon, meaning Oregon laws govern the Authority. Oregon House Bill 4089 of the 2022 legislative session will be codified in the 2023 edition of the Oregon Revised Statutes.

The Authority’s purpose is to govern the building of the replacement bridge between Hood River and White Salmon, and to own and operate the bridge once it is complete. The CFA “Intergovernmental Transition Plan” designates the Port of Hood River (Port) Executive Director or his designee as the Authority’s Interim Executive Director. The Finance Director for the Port or her designee will be the Authority’s Interim Finance Director.

The current estimate places the cost of the replacement bridge at \$520 million. Funding is expected to come from the State of Oregon, State of Washington, federal government, and loans for which the Authority will be responsible for repayment. The Authority expects to begin receiving toll revenue from the Port in the fall of 2023.

1.1. Scope of Services. The general counsel is expected to handle Authority legal matters, attend Authority board meetings and be highly informed and knowledgeable about statutes related to public agencies including: contracting, construction claims and litigation, ethics, meetings, records, environmental and tort liability and defense; real estate transactions, including easements and condemnation, purchase agreements, disposition and development agreements; and the Governance policies and operations of the Authority. The general counsel may identify and coordinate with outside legal counsel on matters that require specialized legal knowledge or expertise, subject to Authority approval. The general counsel, or designee, will frequently provide an initial draft or review draft documents prepared by Authority staff/contractors. The general counsel is often required to respond quickly to requests for advice or information from the Authority.

1.2. Engagement Term. The Authority expects to retain the successful candidate as General Counsel for a four (4) year, nine (9) month period commencing September 1, 2023, and extending through June 30, 2028. Either the Authority or general counsel may terminate the contract term early in their discretion after providing reasonable prior written notice, as determined by the Authority.

2. REQUESTS FOR CLARIFICATIONS

An attorney or a representative of any interested law firm (“Respondent”) may contact Michael Shannon, Project Director, if they wish to ask questions or seek clarification about the specifications, submittal instructions or expectations associated with this RFQ. Michael’s email address is mwshannon@hntb.com and phone number is (425) 577-8071. All questions and answers will be posted on Oregon Buys for all potential respondents. It is the responsibility of the potential respondents to review Oregon Buys for updates.

3. EVALUATION PROCESS

Eligible responses will be reviewed for completeness and compliance with the RFQ requirements. The Authority reserves the right to reject responses that do not comply with RFQ requirements or waive immaterial irregularities at its discretion.

If there is a consensus of the Board members to do so, the Authority Executive Director will advise one or more Respondents that they may be selected as general counsel and request the Respondent(s) to promptly submit an engagement letter to the Board for consideration.

The Board may take any of the following actions:

- Consider the engagement letter for General Counsel Services from a single firm or more than one firm, and if acceptable approve the terms of an engagement letter or negotiate the terms of the engagement letter.
- Conduct interviews of one or more firms.
- Cancel or delay the request for qualifications process.

4. EVALUATION CRITERIA

4.1. Evaluation Criteria. Responses will be evaluated using the criteria stated below including reference information or other materials provided by the Respondent. Respondents meeting the mandatory requirements will have their responses evaluated further. Respondents not meeting the mandatory requirements will be eliminated from the RFQ process.

4.1.1. Mandatory Requirements

- A.** Confirm that the lead attorney is licensed, insured and is presently authorized to practice law in the State of Oregon and Washington.
- B.** Confirm that the Respondent has no conflict of interest with regard to any other work

performed by Respondent regarding the Hood River White Salmon Bridge Authority and the Hood River Bridge Replacement Project, or a description how any such conflict(s) can be resolved.

C. Substantially comply with the submittal requirements set forth in this RFQ.

4.1.2. Approach & Qualifications.

A. Approach.

1. Provide a summary of Respondent's approach to the requested services. Respondent should demonstrate its understanding of the Authority's organization and activities and describe Respondent's general approach to providing the required or anticipated legal services.

B. Respondent and Staff Qualifications.

1. Describe the Respondent's general areas of legal practice and subject matter expertise and provide examples of experience providing legal services for municipal government clients. Describe the size of Respondent's law firm, a brief overview of Respondent's background and experience, the types of clients Respondent has or provides legal services to, general staff capabilities, and the location of the office from which the Authority's work would be performed. Describe the nature of Respondent's local government experience comparable to the Authority's needs as described in this RFQ. Describe the Respondent's experience with capital projects exceeding \$500 million, specifically the procurement process with these projects.

2. Identify a "Principal Attorney" and describe her/his background and experience. Identify a "Principal Attorney" who will be the Respondent's primary attorney contact for the Authority and provide his or her background and experience, including examples of prior work performed similar in nature to the General Counsel Services required by the Authority as described in this RFQ.

3. Identify and describe the background and experience of other attorneys and professional staff who will be working in concert with the Principal Attorney to provide General Counsel Services to the Authority. Identify any other attorneys and/or key support staff within or to be associated with Respondent's firm who would be assigned or available to assist the Principal Attorney in Authority matters. Indicate whether each person is registered or licensed to practice in the State of Oregon and/or Washington. Provide a brief summary (no more than one page) of each person's background and experience including a description of government-related legal work and membership in professional organizations.

4. Identify and describe any outside counsel that Respondent would engage or be associated with to provide routine legal services or to provide specialized legal expertise if needed. List any attorney and/or firm, their practice area of expertise, provide a brief description of their capabilities, and summarize under what circumstances and for what purposes they might be retained.

C. Other Considerations. Respondent may provide any additional information that could support their suitability to provide general counsel services to the Authority.

4.1.3. Professional Fees.

List the hourly billing rates of the Principal Attorney, other in-house attorneys, associated attorneys, and legal support staff that may be assigned to Authority matters. Provide a comprehensive list of staff that may be assigned to the Authority. These rates shall be firm until at least September 1, 2024.

The Principal Attorney, or a qualified designated attorney, is expected to attend regularly scheduled meetings (may attend by video conference), each of which generally lasts 2-3 hours, but may be shorter or longer.

5. FORM OF RESPONSE

There is no page limit for responses. However, Respondents are encouraged to submit a response that is prepared simply, clearly, and economically, providing a straightforward, concise description of Respondent's capabilities to satisfy the requirements of this Request for Qualifications.

5.1. Transmittal Letter. Respondent must include a signed letter of transmittal, which briefly states Respondent's commitment to provide the Authority with General Counsel Services, and addresses the Mandatory Requirements stated in Section 3.1.1 above.

5.2. Approach & Qualifications Specifications. Provide a written response to the Approach and Qualifications stated in Section 3.1.2 above.

5.3. Hourly Billable Rates. Provide an hourly billable rate schedule in response to the specific criteria set forth in Section 3.1.3.

5.4. References. Respondent shall provide the names and contact information of three (3) clients who previously required or currently require legal services similar to the Authority's General Counsel Services as described in this RFQ. References from prior or current government clients for whom the Respondent provided legal services related to large capital projects are preferable. A Review Committee member or their designee may contact a reference to discuss their opinion of Respondent's legal services. The Authority may contact references other than those provided by the Respondent. The Authority reserves the right to maintain the confidentiality of all information provided by the references.

6. INSTRUCTIONS FOR SUBMITTING THE RESPONSE

To be considered eligible, responses by Respondents must be received by the Authority no later than **5:00 p.m. PDT on Tuesday, August 1, 2023**. Responses received after that date and time will be deemed non-responsive.

Respondents shall send email the response as a single PDF file with the subject line **"RFQ Response – General Counsel Services"** to: Procurement@HRWSBA.org.

Facsimile responses will not be accepted.

The Authority may alter any of the provisions of this RFQ at the Authority's discretion. No part of this solicitation is to be considered part of a contract, nor is any provision contained herein to be

binding on the Authority unless expressly included by reference or adoption in a subsequent written agreement executed by or accepted by the Authority.

If there are any material changes in the RFQ after the submittal deadline, additional information will be transmitted to every prospective Respondent who has timely submitted a response to this RFQ.

The Authority reserves the right to appoint any General Counsel Respondent, or not, in the Authority's discretion.

Responses submitted in response to this RFQ are subject to public disclosure pursuant to ORS 192, unless found to be exempt under ORS 192.345 or ORS 192.355. All information a Respondent submits in response to this RFQ will be considered part of a public document available for public inspection unless the Respondent requests in writing, and the Authority agrees, that an exemption applies.

Hood River-White Salmon Bridge Authority Consent Agenda Item E

To: HRWSBA Board

From: Michael Shannon

Item

Description: Physical Address/Mailing Address

Date: July 10th, 2023

Action Requested:

Approve the use of 700 E. Port Marina Drive, Suite 201 as the physical address of the Hood River White Salmon Bridge Authority; Authorize staff to obtain a Post Office Box to be used as the mailing address for the Authority.

Background:

As a new agency the Hood River White Salmon Bridge Authority, needs to identify a Physical Address and Mailing Address. The addresses are necessary for the establishment of other elements needed by the authority such as obtaining bank accounts, and Federal employee identifications numbers. It will also serve as an ability for others to communicate with the new authority. The physical address will co locate with the location of the Replacement Bridge Management Consultant (HNTB).

Hood River-White Salmon Bridge Authority Consent Agenda Item F

To: HRWSBA Board

From: Michael Shannon

Item

Description: Board Member Title - Commissioner

Date: July 10th, 2023

Action Requested:

Confirm the use of “Commissioner” as the title for Bridge Authority Board Members.

Background:

Clarification is needed as to the title that the Authority Board Members will use when being referenced. No clear identification was made in the Commission Formation Agreements.

Hood River-White Salmon Bridge Authority

Consent Agenda Item G

To: HRWSBA Board
From: Debbie Smith-Wagar, Finance Director

Item Description: SS-4 for Authority EIN

Date: July 10th, 2023

Action Requested:

Approve allowing the Finance Director to enter the information from the attached SS-4 into the IRS website in order to get an EIN and SAMS for the Authority.

Background:

Form SS-4 is attached to this memo. If approved by the Authority, this information will be entered online and we will get an EIN immediately.

The Authority needs an Employer Identification Number (EIN) even though they will not have employees. The EIN is required to open a bank account in the Authority's name and to apply for a federal Unique Entity ID (commonly known as a "sam.gov number") that is needed on federal grant applications.

The application includes making me the third-party designee. Per the SS-4 instructions:

"Complete this section only if you want to authorize the named individual to answer questions about the completion of Form SS-4 and receive the entity's newly assigned EIN. You must complete the signature area for the authorization to be valid. The designee's authority terminates at the time the EIN is assigned and released to the designee. EINS are released to authorized third-party designees by the method they used to obtain the EIN (online, telephone, or fax); however the EIN notice will be mailed to the taxpayer."

Hood River White Salmon Bridge Authority Memo

Prepared by: Debbie Smith-Wagar, Finance Director
Date: July 10, 2023
Re: SS-4 for Authority EIN

Note: Form SS-4 is attached to this memo. If approved by the Authority, this information will be entered online and we will get an EIN immediately.

The Authority needs an Employer Identification Number (EIN) even though they will not have employees. The EIN is required to open a bank account in the Authority's name and to apply for a federal Unique Entity ID (commonly known as a "sam.gov number") that is needed on federal grant applications.

The application includes making me the third-party designee. Per the SS-4 instructions:

"Complete this section only if you want to authorize the named individual to answer questions about the completion of Form SS-4 and receive the entity's newly assigned EIN. You must complete the signature area for the authorization to be valid. The designee's authority terminates at the time the EIN is assigned and released to the designee. EINS are released to authorized third-party designees by the method they used to obtain the EIN (online, telephone, or fax); however the EIN notice will be mailed to the taxpayer."

RECOMMENDATION: Approve allowing the Finance Director to enter the information from the attached SS-4 into the IRS website in order to get an EIN for the Authority.

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ Go to www.irs.gov/FormSS4 for instructions and the latest information.
▶ See separate instructions for each line. ▶ Keep a copy for your records.

EIN

1 Legal name of entity (or individual) for whom the EIN is being requested Hood River White Salmon Bridge Authority						
2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name					
4a Mailing address (room, apt., suite no. and street, or P.O. box) 700 E Port Marina Drive, Suite 201	5a Street address (if different) (Don't enter a P.O. box.)					
4b City, state, and ZIP code (if foreign, see instructions) Hood River, OR 97031	5b City, state, and ZIP code (if foreign, see instructions)					
6 County and state where principal business is located Hood River County, Oregon						
7a Name of responsible party Michael Fox	7b SSN, ITIN, or EIN					
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	8b If 8a is "Yes," enter the number of LLC members . . . ▶					
8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No						
9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.						
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Partnership _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Corporation (enter form number to be filed) ▶ _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> Personal service corporation _____ <input type="checkbox"/> Military/National Guard <input checked="" type="checkbox"/> State/local government <input type="checkbox"/> Church or church-controlled organization _____ <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises <input type="checkbox"/> Other (specify) ▶ _____ Group Exemption Number (GEN) if any ▶						
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State _____ Foreign country _____					
10 Reason for applying (check only one box)						
<input checked="" type="checkbox"/> Started new business (specify type) ▶ Local government - bistrate governmental authority <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Purchased going business <input type="checkbox"/> Other (specify) ▶ _____ <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____						
11 Date business started or acquired (month, day, year). See instructions. July 1, 2023	12 Closing month of accounting year June					
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.	14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$5,000 or less in total wages.) If you don't check this box, you must file Form 941 for every quarter. <input type="checkbox"/>					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align:center;">Agricultural</td> <td style="text-align:center;">Household</td> <td style="text-align:center;">Other</td> </tr> <tr> <td style="text-align:center;">0</td> <td style="text-align:center;">0</td> <td style="text-align:center;">0</td> </tr> </table>		Agricultural	Household	Other	0	0
Agricultural	Household	Other				
0	0	0				
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) . . . ▶ N/A						
16 Check one box that best describes the principal activity of your business.						
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Health care & social assistance <input type="checkbox"/> Wholesale-agent/broker <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input checked="" type="checkbox"/> Other (specify) ▶ Construct and operate toll bridge <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail						
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Construct and operate toll bridge						
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶						
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Designee's name Debbie Smith-Wagar</td> <td>Designee's telephone number (include area code) 541-386-6651</td> </tr> <tr> <td>Address and ZIP code 1000 E Marina Port Drive, Hood River, OR 97031</td> <td>Designee's fax number (include area code) 541-386-1395</td> </tr> </table>	Designee's name Debbie Smith-Wagar	Designee's telephone number (include area code) 541-386-6651	Address and ZIP code 1000 E Marina Port Drive, Hood River, OR 97031	Designee's fax number (include area code) 541-386-1395	
Designee's name Debbie Smith-Wagar	Designee's telephone number (include area code) 541-386-6651					
Address and ZIP code 1000 E Marina Port Drive, Hood River, OR 97031	Designee's fax number (include area code) 541-386-1395					
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.						
Name and title (type or print clearly) ▶ Michael Fox	Applicant's telephone number (include area code)					
Signature ▶	Applicant's fax number (include area code)					
Date ▶						

**COMMISSION FORMATION AGREEMENT
TO FORM AND CHARTER THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY**

This **COMMISSION FORMATION AGREEMENT TO FORM AND CHARTER THE HOOD RIVER WHITE SALMON BRIDGE AUTHORITY** (this “Agreement”) is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon, each acting by and through its elected governing body, and hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Hood River White Salmon Bridge constructed in 1924, and currently owned and operated by the Port of Hood River (the “Existing Bridge”), is obsolete and needs to be replaced with a new interstate bridge connecting Hood River, Oregon and White Salmon, Washington (the “Replacement Bridge”).
- B. In October 2020, the Parties entered a memorandum of understanding creating the Bi-State Working Group, an interim group of representatives of each of the Parties charged with cooperatively guiding the development of the Replacement Bridge until a long-term governance structure for the Replacement Bridge was formed.
- C. In October 2021, the Bi-State Working Group concluded that the preferred governance structure for developing, constructing, operating, tolling, and financing the Replacement Bridge is an independent bi-state bridge commission, and in 2022 proposed legislation in Oregon and Washington to allow the formation of such a bi-state commission.
- D. In June 2022, Chapter 7, Oregon 2022 Laws (the “Oregon Act”) and Chapter 89, Washington Laws of 2022 (the “Washington Act”) became effective, allowing the Parties to enter a Commission Formation Agreement to form and charter a bi-state bridge commission for the Replacement Bridge (the Washington Act and Oregon Act collectively are referred to as the “2022 Acts.”)
- E. Pursuant to the 2022 Acts, the Parties now desire to enter this Agreement to charter and form a bi-state bridge commission to develop, construct, operate, maintain, renew, toll, finance, and govern the Replacement Bridge, and to facilitate the startup of the commission.

AGREEMENT

NOW, THEREFORE, the Parties do hereby enter this Commission Formation Agreement, and do covenant and agree as follows:

1. Organization of Agreement

1.1. This Agreement addresses three interrelated matters:

- a. Charter: Section 1 through Section 18 and Exhibit A of this Agreement (the “Charter”) charters and forms the Authority under the 2022 Acts. The Charter, as it may be amended from time to time, provides the overall framework for the on-going governance of the Authority. Although Exhibit B and Exhibit C are part of this Agreement, and are referenced in the Charter, neither is a part of the Charter;
- b. Interim Rules: Exhibit B of this Agreement, establishes Interim Rules for the Hood River-White Salmon Bridge Authority to regulate the operations and administration of the Authority during its startup phase following the Authority Formation Date. The Interim Rules are intended to be superseded by rules adopted by the Board. When superseded or repealed by Board action, an Interim Rule shall be terminated and have no effect; and

c. Intergovernmental Transition Plan: Exhibit C of this Agreement, the Intergovernmental Transition Plan, describes activities to be undertaken by the Parties and, following the Authority Formation Date, the Authority to facilitate the startup of the Authority.

1.2. This Agreement shall be binding and deemed effective on the date on which this Agreement first becomes fully executed by all Parties hereto (the "Agreement Effective Date"); provided, however, the Charter and the Interim Rules shall first take effect on the Authority Formation Date described in Section 2.2, below.

1.3. Nothing in this Agreement shall in any way be construed to diminish or restrict the powers and duties of the Authority, or the Board, set forth in the 2022 Acts, as they may be amended.

2. Establishment of the Hood River White Salmon Bridge Authority

2.1. Pursuant to the 2022 Acts, and by the approval and execution of this Agreement, the Parties hereby charter and form the Hood River-White Salmon Bridge Authority (the "Authority") as an independent, bi-state public corporation vested with all the powers and duties set forth in the 2022 Acts and any additional powers or duties as may hereafter be conferred upon it pursuant to law.

2.2. The Charter shall become effective, and the Authority shall be formed, on July 1, 2023 (the "Authority Formation Date"). As of the Authority Formation Date, and thereafter for perpetual duration, unless dissolved, the Authority shall perform the essential governmental function and exercise its powers for the public purposes described in 2022 Acts or as may hereafter be conferred upon it pursuant to law.

2.3. The Primary Place of Business of the Authority shall be in Hood River, Oregon; provided, however, the Authority may establish offices or other facilities for the conduct of its affairs at one or more other locations in Oregon and/or Washington. The Board, from time to time, may relocate its principal headquarters office to a different site in Oregon or Washington, provided, however, the Applicable Laws set forth in Section 3.1 shall not be affected by any relocation of the principal headquarters office.

3. Applicable Laws and Rules

3.1. Pursuant to Sections 13 of the 2022 Acts, and the Primary Place of Business designated in Section 2.3 of this Charter, the state laws applicable to the Authority (the "Applicable Laws") consist of:

a. The 2022 Acts;

b. For issues of ownership or use of a site, such as real property transactions, land use, and environmental compliance, the laws of the state in which the site is located;

c. Except as described in Sections 3.1.a and 3.1.b, the laws applicable to municipal corporations under Oregon law; and

d. If a conflict arises between a provision of the 2022 Acts and an otherwise applicable state law, the provision of the 2022 Acts govern.

3.2. To the extent the applicability, meaning, or requirements of a state law is unclear, incomplete, or vague in the context of the Authority, the Board may enact a rule to clarify or interpret the law as it pertains to the Authority.

3.3. The Board is authorized to adopt, amend, suspend, and repeal rules, bylaws, or regulations governing the activities and procedures of the Authority on or after the Authority Formation Date. Until replaced or repealed by the Board, the Interim Rules, attached as Exhibit B to this Agreement, shall be applicable. If any rule is found to be in conflict with the Applicable Laws or this Charter, only the part or parts so found shall be null and void and the remainder shall continue in full force and effect.

- 3.4. In case of an emergency, the Executive Director may, for the duration of the emergency, temporarily suspend all or part of a rule that may be in conflict with handling the emergency; provided, however, the Executive Director shall report the reason for such suspension at the next meeting of the Board, at which time the suspension shall expire unless continued in effect by the Board.

4. Board of Directors

- 4.1. The Authority shall be governed by an appointed board of directors (the “Board”) consisting of six voting members (the “Directors”), three appointed by the Klickitat County Commission and three appointed by the Hood River County Commission. Each appointing county commission shall appoint an alternate (“Alternate”) for each Director it appoints. A person may serve as an Alternate for more than one Director.
- 4.2. Except for the Initial Board described in Section 1.6 of the Interim Rules, Directors and Alternates shall serve a four (4) year term. There is no limit on the number of terms a Director or Alternate may serve.
- 4.3. Prior to appointing a Director or Alternate, the Klickitat County Commission and Hood River County Commission shall each adopt, and may from time to time amend, a resolution setting the procedures and criteria the county will use to appoint Directors and Alternates. The procedure and criteria established by each county may differ, provided that, at a minimum, they must:
 - a. Be consistent with the requirements of this Charter;
 - b. Be consistent with the guidance provided in Exhibit D;
 - c. Delineate how the Parties situated within the county will be given the opportunity to nominate or disqualify candidates for Director and Alternate positions;
 - d. Require Directors and Alternates to be appointed by a resolution adopted by the county commission; and
 - e. Require the county to:
 - i. Consider qualified candidates representative of the diverse people, cultures, and communities served by the Replacement Bridge;
 - ii. Disqualify any person who is: (i) an employee of the Authority, (ii) not permitted to be a public official by law, or (iii) otherwise deemed unqualified based on criteria established by the appointing body;
 - iii. Prioritize candidates with experience pertaining to the powers and duties of the Board such as project financing, construction, law, organizational management, infrastructure/ environmental policy, or project development; and
 - iv. Consider such other criteria as the county deems appropriate.
- 4.4. Not later than thirty (30) days before the term of a Director or Alternate expires, the county commission that appointed the expiring Director or Alternate shall appoint a successor. If at the end of a term, a successor has not been appointed or cannot immediately assume office, the term of the outgoing Director or Alternate shall extend until their successor is appointed and assumes office. No period during which a Director or Alternate holds over shall be deemed to be an extension of its term of office for the purpose of computing the date on which its successor’s term expires.
- 4.5. Directors and Alternates shall serve at the pleasure of the appointing county commission and, with or without cause, may be removed from office by a majority vote of the appointing county commission.

Promptly following such an action, the chairperson of the county commission, or its designee, shall notify in writing the Authority of the county action.

- 4.6. Vacancies occurring in the office of a Director or Alternate during its term shall be filled for the remainder of the unexpired term by the county commission that appointed the vacated Director or Alternate. Until the vacancy is filled, the Alternate to the outgoing Director shall serve as the Director. Provided a quorum is present, the failure to appoint one or more Directors when vacancies occur does not preclude the Board from taking actions.
- 4.7. The chair of the appointing county, or its designee, shall provide written notice to the co-chairs of the Board for each newly appointed Director or Alternate.
- 4.8. Before entering upon the duties of a Director or Alternate, a Director or Alternate must first execute a written affirmation to faithfully discharge its duties, as set forth in a rule of the Authority.

5. Ex Officio Board Members of the Board

- 5.1. The Board may, from time to time, appoint one or more non-voting members of the Board (“Ex Officio Members”) for a term established by the Board; except that the Board may not appoint an Ex Officio Member if it in any manner impairs or adversely affects the rights or interests of holders of debt instruments of the Authority.
- 5.2. Ex Officio Members may not satisfy quorum requirements and may not vote on any Board action. Ex Officio Members may participate in the same manner as a Director in discussions at Board meetings, serve on committees of the Authority, and participate in Executive Sessions of the Board.

6. Powers and Duties of the Board

- 6.1. The powers of the Authority are vested in and exercised by the Board. The Board shall exercise its powers in accordance with the Applicable Laws in such a way as to best meet the purposes and needs of the Authority.
- 6.2. Unless otherwise delegated by the Board, the responsibilities of the Board include, but not be limited to:
 - a. Ensuring the Authority abides by the Applicable Laws and this Charter;
 - b. Establishing, amending, and interpreting Authority rules, regulations, and policies;
 - c. Monitoring whether the financial, management, and operational procedures, decisions, and controls of the Authority comply with the rules, regulations, and policies of the Authority;
 - d. Monitoring and taking actions to ensure the fiscal integrity of the Authority;
 - e. Authorizing bonds and other debt instruments of the Authority, and ensuring compliance with all requirements, covenants, and representations in such bond documents and other debt instruments.
 - f. Approving contracts binding on the Authority;
 - g. Approving engineering plans and specifications, construction plans, operations and maintenance plans, and finance plans for the Replacement Bridge; and
 - h. Establishing Replacement Bridge tolls and toll policies, approving and periodically adjusting toll rate schedules, and funding prudent reserves for the Replacement Bridge and overall operations of the Authority.

- 6.3. The Authority at all times must maintain directors' and officers' liability insurance, or its equivalent, and other insurance coverages that are comparable with coverages of similarly situated entities, and any additional insurance coverage as the Board may elect. The Authority may maintain insurance coverage by purchasing public or commercial insurance policies, funding an internal risk-pool and self-insuring, entering into other types of risk-pool, risk-sharing, or insurance agreements, or combinations thereof, as the Authority may elect.
- 6.4. Directors have no authority to act individually without delegation of authority from the Board. Directors shall not be collectively bound in any way by any statement or action on the part of any individual Director or Authority employee or agent, except when such statement or action is predicated on previous action taken, delegation of authority, or policy adopted by the Board and recorded in the official minutes.

7. Board Officers

- 7.1. The Board shall appoint two co-chairs for a two year term as follows: one co-chair from among the Directors residing in Washington and one co-chair from among the Directors residing in Oregon, provided however, the initial appointment of co-chairs shall be as set forth in Section 3.1 of the Interim Rules.
- 7.2. The co-chairs shall serve alternating one (1) year terms as First Co-chair and Second Co-chair. The First Co-chair shall be responsible for setting the agenda for, and presiding at, commission meetings, and for such other duties as set forth in this Charter or as the Board may assign by rule. The Second Co-chair shall perform these duties in the absence of the First Co-chair, and such other duties as the Board may assign, or as the First Co-Chair may assign. Co-chairs may participate in discussions, make or second motions, and vote in the same manner as other Directors.
- 7.3. The Board may appoint a Director as secretary, treasurer, or other official of the Board, and prescribe its duties and powers.

8. Board Actions

- 8.1. The Board may hold Regular Meetings, Special Meetings, Emergency Meetings, and meetings in executive session, in accordance with the Applicable Laws. At a minimum, the Board shall hold an annual meeting in the last month of each fiscal year. As a public body, the Authority shall be comply with the Applicable Laws governing public meetings and public records.
- 8.2. The Board may take official action by Ordinance, Resolution, or Motion (each an "Official Board Action"), in accordance with any rules enacted by the Board, at any Regular, Special, or Emergency Meeting of the Board at which a quorum is present, provided, however, a quorum is not required for a vote to adjourn a meeting. The following shall apply to Official Board Actions:
 - a. To the extent permitted by the Applicable Laws, unless otherwise limited by the Board, Directors may participate telephonically, by teleconference, or otherwise remotely in Official Board Actions, and in doing so are members of the quorum.
 - b. Four Directors (including any Alternate acting in the place of an absent Director) constitute a quorum. Any member of a quorum who for any reason abstains from an Official Board Action shall nonetheless be counted as a member of the quorum for the action. Ex Officio members shall not be included for the purpose of establishing a quorum.
 - c. Alternates may be members of a quorum and act only in the absence of the Director for whom the Alternate is appointed. If both the Director and its Alternate attend a meeting of the Board, only the Director shall be included for purposes of establishing a quorum and voting on matters before the Board. Notwithstanding the preceding, an Alternate for a Director that is present at a meeting may be included in a quorum and vote in lieu of the Director on a matter for which the Director has

declared a conflict of interest. If an Alternate was appointed as an alternate for two or more Directors who are absent for a vote, the Alternate may only be a member of the quorum and act in lieu of only one of the absent Directors.

- 8.3. Except for an Emergency Ordinance, approval of an Official Board Action requires a quorum to be present for the action and at least four affirmative votes. Approval of an Emergency Ordinance requires a quorum to be present for the action and an affirmative vote by all Directors voting on the issue.

9. Intergovernmental Coordination

- 9.1. The Authority shall establish and implement procedures to share information and coordinate with the Parties, ODOT, WSDOT, and FHWA.

10. Grant Administration

10.1. Following the Authority Formation Date:

- a. The Port of Hood River shall continue as the Grantee for the Existing Grants, until each of these grants are closed-out by the Port, unless the Port and the Authority agree otherwise; and
- b. The Authority shall be the Grantee for any grant for the Replacement Bridge, other than Existing Grants, unless the grant is for an activity or project for which a Party is responsible, or the Authority and an alternative Grantee agree otherwise.

10.2. The Authority shall seek to be certified as an eligible federal grant recipient. The Authority may contract with any state or local agency or private entity for grant administration support.

11. Personnel and Staffing

11.1. The Authority may employ personnel or retain consulting or other services on a regular or part-time basis as the Authority deems appropriate to carry out its purposes.

11.2. The Board shall employ or retain:

- a. An Executive Director who shall be the chief administrative officer of the Authority and perform the duties and exercise the powers conferred upon the Executive Director by this Charter, and such additional duties and powers as may be authorized by the Board. The Executive Director shall implement policies set by the Board, oversee the activities and operations of the Authority, hire and supervise Authority staff, and prepare or review of all Authority documents. The Executive Director is authorized to sign all contracts, deeds, leases, grant agreements, debt instruments, and other documents authorized by the Board on behalf of the Authority, unless the Board has granted explicit signature authority to another Authority official, employee, or agent. In the absence of the Executive Director or another Authority official, employee, or agent who is explicitly authorized by the Board to do so, the First Co-Chair (or, in the absence of the First Co-Chair, the Second Co-Chair) has the authority to execute such documents authorized by the Board and to take actions the Executive Director is authorized to take. The Executive Director may delegate signing authority on routine administrative matters to an employee or agent of the Authority.
- b. Legal Counsel to provide advice on legal requirements for the conduct of Authority business, generally perform all legal services for the Authority, and to perform such other duties as the Board may confer, except for such legal services as the Authority may elect to engage additional or specialized legal counsel. The Authority, and not any individual Director, Alternate, Ex Officio Member, or employee shall be the holder of any attorney-client privilege with Legal Counsel and any attorney work product protection. No individual Director, Alternate, Ex Officio Member, or employee

shall make any disclosure or release any attorney-client information or work product protection absent Board approval on the record in a public meeting.

12. Finance and Budgeting

12.1. The Board shall maintain responsibility over the Authority's finances including, but not limited to, monitoring and approving the Authority's budget, bonds and other debt instruments, financial reports, and annual audits. The Board shall enact rules, controls, and procedures to ensure the integrity of the Authority's financial affairs.

12.2. To the extent permitted by the Applicable Laws, the Board may delegate responsibility over the Authority's finances to the Executive Director, or its designee.

12.3. The fiscal year of the Authority shall commence on July 1st and end on June 30th of each year.

13. Procurement and Contracting

13.1. Following the Authority Formation Date, the Authority shall have the exclusive power to procure and contract for goods and services with respect to the Replacement Bridge, except when (i) the contract is for an activity or project that is the responsibility of another party, or (ii) the Authority and an alternative contracting party agree otherwise.

13.2. The Authority may use any procurement procedure permitted by the Applicable Laws, and, if applicable, federal law, to procure goods, services, and construction.

13.3. Without any review or approval by any other unit of government, the Authority, as it may elect, may enter any:

- a. Intergovernmental/interlocal, or other agreement with any local government, state agency, federal agency, or other unit of government for any purpose of the Authority;
- b. Combination of contracts, agreements or other arrangements with one or more public or private entities for the acquisition, design, construction, installation, operation or maintenance of the Replacement Bridge, including but not limited to (i) alternative or supplemental public works contracts, such as design-build, progressive design-build, and construction manager-general contractor contracts, (ii) public-private partnership agreements, (iii) franchise agreements, and (iv) financing agreements; or
- c. Lease or contract for personal property, services, goods, equipment, materials, or supplies.

14. Real Property

14.1. The Authority may, in accordance with the Applicable Laws, finance, refinance, and acquire by purchase, lease, eminent domain, or other means any real property, structure, easement, or other property interest located in the State of Washington or in the State of Oregon that may be necessary or convenient to achieve the purposes of the Authority, except that real property owned or held by a governmental entity may not be taken without the prior written consent of such governmental entity.

14.2. In advance of undertaking any acquisition of real property, the Board shall enact rules governing the acquisition of real property by the Authority, which shall comply with the laws of the state in which the real property is located, and, to the extent applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies of Act of 1970 (42 USC 4601 *et seq.*), 49 CFR Part 24, and 23 CFR Part 710).

15. Environmental Compliance

15.1. With respect to any Regulatory Compliance Document, unless delegated by agreement of the Authority and the affected Party or Parties, the Authority shall:

- a. Comply with, and satisfy any responsibility, commitment, covenant, or obligation in the Regulatory Compliance Document, except as may otherwise be agreed to by the Authority and the issuing agency;
- b. Satisfy all disclosure, monitoring, reporting, or certification requirements in the Regulatory Compliance Document; and
- c. Undertake all activities required to satisfy federal, state, and local environmental requirements that are not addressed by a Regulatory Compliance Document issued to the Port, including any actions identified in the Record of Decision that must be carried out after the Record of Decision is issued.

16. Rights and Interests of Tribes

16.1. As of the Authority Formation Date, and thereafter, the Authority shall be responsible for:

- a. Coordination with each affected tribe to address issues arising from any impact of the Replacement Bridge on the rights and interests of the tribe, and
- b. Preparing, approving, and complying with any Memoranda of Agreement or other document delineating commitments to avoid, minimize, or resolve impacts of the Replacement Bridge on the rights and interests of the tribes.

17. Bridge Tolling and Operation

17.1. The Board shall have the exclusive power to impose, fix, collect, and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge as the Board deems advisable. No prior or subsequent authorization or approval by any other entity is required. Such tolls and other charges shall be fixed and periodically adjusted so as to provide, at a minimum, an amount sufficient in combination with other revenues available to the Authority, if any, to pay when due all construction, operations, finance, administration, and governance costs of the Replacement Bridge, and to satisfy all other obligations of the Authority, including, but not limited to, fulfilling all covenants and representations made by the Authority to the holders of bonds and other debt instruments, and capitalizing sinking funds and reserves for the construction, operations, renewal, financing, and administration of the Replacement Bridge.

17.2. The Board must take all actions to fix and periodically adjust the rate of tolls and other charges for use of the Replacement Bridge that are required by any covenant or commitment in, or associated with, any bonds, debt instrument, or financing agreement of the Authority, and may not take any action that impairs or adversely affects the rights of holders of any bonds, debt instrument, or financing agreement of the Authority.

17.3. Prior to imposing and fixing the initial toll rate schedule for the Replacement Bridge, the Board shall enact, and thereafter may from time to time amend:

- a. A comprehensive toll policy that addresses such factors as exemptions, discounts, vehicle classifications, toll collection and enforcement, or other factors, as the Board may determine;
- b. The procedures the Authority will use to establish and periodically adjust toll rates and other charges for use of the Replacement Bridge; and

- c. A rule describing how toll rate adjustments or temporary toll rate adjustments that are required to be enacted within a limited timeframe to comply with the terms of a debt obligation, or to address an emergency circumstance, will be made if the Board is unable to meet or reach agreement on the toll rate adjustment within the limited timeframe.
- 17.4. The Replacement Bridge may be operated by the Authority, by one or more private or public entities under an agreement with the Authority, or any combination thereof as the Board may elect. The Authority shall:
- a. Enact and enforce rules and regulations for the operation of the Replacement Bridge, in accordance with federal laws and regulations and the Applicable Laws.
 - b. Collect tolls by any method, including, but not limited to, electronic tolling, photo tolling, manual cash collection, or any combination thereof, and may assess administrative fees as appropriate for toll collection processes.
 - c. Enact rules and procedures to maintain the public confidentiality of records and information used to collect and enforce tolls to the extent permitted by the Applicable Laws. The rules shall describe the persons or entities permitted to inspect or copy such records and information, such as employees or authorized agents of the Authority, law enforcement agencies, collection agencies, and the registered vehicle owner.
 - d. Enact and implement a toll enforcement system, which may include, but is not limited to:
 - i. Imposing civil penalties for failure to pay a toll, establishing procedures by which the registered vehicle owner is provided notice of its failure to pay a toll or other charge prior to issuing a notice of civil penalty, and establishing procedures by which the registered vehicle owner may contest a pending civil penalty;
 - ii. Entering agreements with applicable state agencies in Oregon and Washington requiring the state agencies to refuse to renew the motor vehicle registration of a motor vehicle for which the Authority has issued a notice of unpaid tolls or other charges, and to withhold the registration renewal until the state agency receives notification from the Authority that the toll or other charge has been paid; and
 - iii. Employing any other remedies for collection of unpaid tolls and other charges available to the Authority under the Applicable Laws.

18. General Provisions

- 18.1. Effective Date: This Agreement is effective as of the Agreement Effective Date described in Section 1.2 of the Charter. The Charter and Interim Rules shall be effective as of the Authority Formation Date described in Section 2.2 of the Charter.
- 18.2. Definitions: Capitalized words, which are not the first word of a sentence, are defined terms. Defined terms are defined in Exhibit A to this Charter. Defined terms that are not defined in Exhibit A are defined in Section 2 of the 2022 Acts.
- 18.3. Relationship of Parties: Nothing contained in this Agreement nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture between any of the Parties, nor shall the Authority be deemed or construed to be a subdivision, agency, joint board, or joint or intergovernmental agency or board of any Party or combination of Parties.
- 18.4. No Competing River Crossings: Neither the Authority nor a Party may approve or otherwise authorize a bi-state bridge, tunnel, ferry service, or other motor vehicle river crossing that competes economically with

the Replacement Bridge, except for a replacement for the Bridge of the Gods, while bonds or other debt obligations for the Replacement Bridge are outstanding, unless implementation of such a bi-state bridge, tunnel, ferry, or river crossing does not impair or otherwise adversely impact the rights of holders of the outstanding bonds or other debt instruments for the Replacement Bridge. This provision does not apply to the Existing Bridge.

- 18.5. Laws and Regulations: The Parties agree to abide by all laws and regulations that apply to the Party (which may differ from the Applicable Laws of the Authority) in carrying out this Agreement. The Authority shall abide by the Applicable Laws. All references herein to the powers, duties, and obligations of the Authority shall be read to be subject to all Applicable Laws.
- 18.6. Exhibits: All exhibits to this Agreement, as they may be amended from time to time, are hereby incorporated and made part of the Agreement.
- 18.7. Amendments: Except for the name of the Authority, Authority Formation, Date and Primary Place of Business set forth in Section 2 of the Charter, this Agreement may be amended in writing and signed by the authorized representatives of the Parties, or may be amended by the approval of the Board; provided that any such amendment must not in any way whatsoever impair or otherwise adversely impact the rights of holders of any outstanding bonds or other debt instruments, nor may it impair or adversely impact the powers of the Board under the 2022 Acts, as they may be amended from time to time.
- 18.8. Waiver or Modification: Except as otherwise expressly permitted under this Agreement, no waiver of any portion of this Agreement, and no amendment, modification, or alteration of this Agreement, shall be effective unless in writing and signed by the authorized representatives of the Parties. Acceptance or acquiescence in the course of performance of this Agreement will not be relevant to determining the meaning of this Agreement, and no waiver by a Party of any right under this Agreement will prejudice the waiving party's exercise of the right in the future.
- 18.9. Interpretation of Agreement: This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in interpreting this Agreement.
- 18.10. Assignment: No Party is permitted to transfer or assign all or a portion of its responsibilities or rights under this Agreement, except as expressly permitted under the Agreement.
- 18.11. Severability: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the Parties and the Authority shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18.12. Dispute Resolution: The Parties and the Authority, or any combination thereof in a dispute arising out of this Agreement, shall negotiate in good faith to resolve the dispute. All Parties and the Authority shall continue in the performance of their respective obligations notwithstanding the dispute. If those Parties or the Authority involved in the dispute are unable to resolve the dispute within thirty (30) days after any Party or the Authority has given written notice to all Parties and the Authority describing the nature of the dispute, any Party or the Authority may require that the dispute be submitted to mediation. The Parties and the Authority shall mutually agree upon a mediator and shall participate in the mediation in good faith. If the dispute is not resolved in mediation, any such Party or the Authority may require that the matter be submitted to binding arbitration. Arbitration shall be initiated by notice mailed to each Party and the Authority by Certified Mail. Disputes shall be arbitrated by a panel of three independent persons qualified as and who routinely act as arbitrators. If the dispute is between only two Parties, then one arbitrator shall be selected by each Party, and one arbitrator shall be selected by the Authority. If the dispute is between a Party

and the Authority, then one arbitrator shall be selected by the Party, one arbitrator shall be selected by the Authority, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties all from the same State and the Authority, then the Parties from the one state shall confer and select one arbitrator, the Authority shall select one arbitrator, and the third arbitrator shall be selected by the two previously selected arbitrators. If the dispute involves Parties from each State, or Parties from each State and the Authority, then then the Parties to the dispute from each State shall confer and select one arbitrator each, and one arbitrator shall be selected by the Authority, whether or not the Authority is involved in the arbitration. The decision of the majority of the three arbitrators shall be final, binding, and conclusive on the Parties and the Authority, and subject to review only as otherwise provided in the Applicable Laws. Those Parties or the Authority, if involved in the arbitration, shall each pay their own costs of any arbitration or mediation, but shall share equally in fees and costs of the mediation or arbitration services. If for any reason a decision is not made for the selection of a mediator or arbitrator within thirty (30) days of the notice initiating mediation or arbitration, then any Party or the Authority may apply to the Court having jurisdiction over the Parties or this Agreement for the appointment of such mediator or arbitrator.

18.13. Dissolution: The Authority may be dissolved as provided in the 2022 Acts. The Board may enact rules establishing additional notice or other requirements that must be met prior to dissolution.

18.14. Counterparts: This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

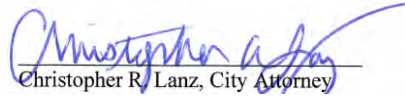
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf by their authorized representatives.

FOR THE CITY OF BINGEN


Mayor Catherine Kiewit, City of Bingen

Date: April 18, 2023

Approved as to form:

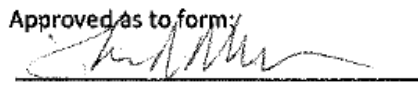

Christopher R. Lanz, City Attorney

City Attorney

FOR THE CITY OF WHITE SALMON


Mayor Marla Keethler, City of White Salmon

Date: April 19, 2023

Approved as to form:


City Attorney

City Attorney

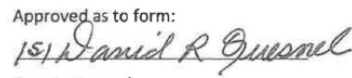
FOR KLICKITAT COUNTY

FOR KLICKITAT COUNTY

Chair Dan Christopher, Klickitat County


Date: April 25, 2023

Approved as to form:


Approved as to form:

County Counsel

County Counsel

FOR THE CITY OF HOOD RIVER


FOR THE CITY OF HOOD RIVER

Mayor, Paul Blackburn, City of Hood River


Date: April 26, 2023

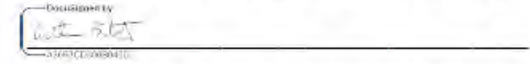
Approved as to form:



City Attorney


FOR HOOD RIVER COUNTY

Designated by

Chair Jennifer Euwer, Hood River County

Designated by

Comm. Leticia Moretti, Hood River County


Designated by

Comm. Arthur Babitz, Hood River County

Designated by

Comm. Ed Weathers, Hood River County


Designated by

Comm. Les Perkins, Hood River County

Date: April 30, 2023

Approved as to form:

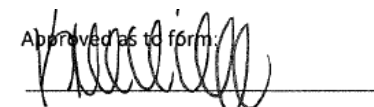
Designated by

County Counsel

FOR THE PORT OF HOOD RIVER


President Ben Sheppard, Port of Hood River
Commission

Date: February 21, 2023

Approved as to form:

Approved as to form:

Port General Counsel

**EXHIBIT A
DEFINITIONS**

- a. **2022 Acts** has the meaning set forth in Recital D.
- b. **Agreement** means this Commission Formation Agreement for the Hood River-White Salmon Bridge Authority, as it may be amended from time to time.
- c. **Agreement Effective Date** has the meaning set forth in Section 1.2 of the Charter.
- d. **Alternate** means a person appointed in accordance with the procedures set forth in the Charter, who may act as a Director in a Director's absence or conflict of interest.
- e. **Applicable Laws** has the meaning set forth in Section 3.1 of the Charter.
- f. **Authority** means the Hood River-White Salmon Bridge Authority, a bi-state bridge commission formed and chartered under the 2022 Acts and the Agreement.
- g. **Bi-State Working Group** means the interim group of local officials formed by a memorandum of understanding between the Parties to cooperatively guide the development of the Replacement Bridge until a bi-state bridge commission is formed and chartered.
- h. **Board** means the board of directors of the Authority.
- i. **Charter** means the provisions of Section 1 through and Section 18, and Exhibit A, of this Agreement.
- j. **Commission Formation Agreement** shall have the meaning set forth in Sections 3 of the 2022 Acts.
- k. **"Construction" or "construct"** means activities, materials and services necessary or convenient to the design and construction of the Replacement Bridge, including but not limited to engineering, permitting, property acquisition, procurement, installation of equipment, site work, utility relocation, inspection, start-up, landscaping, hard construction, environmental mitigation, demolition and removal of the existing (1924) bridge, including the associated accounting, legal, administrative, project management and governance activities.
- l. **Director** means a voting member of the Board, appointed in accordance with the procedures set forth in this Charter.
- m. **Emergency Meeting** means a Special Meeting of the Board called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, as defined by the Applicable Laws.
- n. **Emergency Ordinance** means an ordinance necessary in the discretion of the Board to meet an emergency.
- o. **Existing Bridge** has the meaning set forth in Recital A to the Agreement.
- p. **Existing Grants** means the following grants awarded to the Port for the Replacement Bridge: the \$5 million BUILD grant awarded in 2020, the \$5 million Oregon grant awarded in 2017, and the \$5 million grant award by each of the State of Washington and Oregon in 2021.
- q. **Ex Officio Member** means a non-voting member of the Board.
- r. **Executive Director** means the executive director of the Authority described in Section 11.2(a) of the Charter.
- s. **Executive Session** means an executive session of the Board, as defined under the Applicable Laws.
- t. **First Co-Chair (and Second Co-Chair)** shall have the meaning set forth in Sections 4(4) of the 2022 Acts.

- u. **Grantee** means the entity entitled to receive grant funds, responsible for grant administration and compliance with the terms of the grant award, and authorized to approve the expenditure of grant funds for eligible purposes under an agreement with the grantor.
- v. **Intergovernmental Transition Plan** means the work plans and procedures to coordinate the activities of the Authority and the Parties during the startup of the Authority, as shown in Exhibit C of this Agreement, as it may from time to time be amended.
- w. **Interim Rules** means the Interim Rules for the Hood River-White Salmon Bridge Authority set forth in Exhibit B of the Agreement, which are effective until amended, superseded, or repealed by the Board.
- x. **Initial Board** means the Board which takes office on or about July 1, 2023, as described in Section 1.6 of the Interim Rules.
- y. **Legal Counsel** means the attorney or attorneys hired or retained by the Authority pursuant to Section 11.2(b) of the Charter.
- z. **Motion** means an action of the Board to address a matter that is not undertaken by a Resolution or Ordinance that generally will address minor or routine matters of lesser importance or of a temporary nature not addressed by a Resolution or Ordinance.
- aa. **Official Board Action** has the meaning set forth in Section 8.2 of the Charter;
- bb. **Operate or Operations** means the activities necessary or convenient to the operation, tolling, maintenance, repair, rehabilitation, renewal, or replacement of a bridge, including any associated financial, legal, administration, management, or governance activities or expenses.
- cc. **Ordinance** means a permanent (unless amended or repealed) legislative or executive action related to the powers or duties of the Authority, which is approved by the Board, and which is not a Resolution or an Emergency Ordinance.
- dd. **Oregon Act** has the meaning set forth in Recital D.
- ee. **Party** means the City of Bingen, City of White Salmon, and Klickitat County, Washington, and the City of Hood River, Hood River County, and Port of Hood River, Oregon (collectively “Parties”).
- ff. **Primary Place of Business** has the meaning set forth in Sections 2 the 2022 Acts.
- gg. **Project Sponsor** means the governmental entity responsible for the development, financing, and construction of the Replacement Bridge, including compliance with all federal and state requirements, including but not limited to the Record of Decision, and any Memoranda of Agreement on the rights and interests of affected tribes. Project Sponsor includes the term ‘project sponsor’ and designations of similar import such as local lead agency, applicant, or responsible party.
- hh. **Port** means the Port of Hood River, a port district under Oregon law.
- ii. **Regular Meetings** means those recurring meetings of the Board held in accordance with a periodic schedule established by the Board.
- jj. **Regulatory Compliance Document** means a Final Environmental Impact Statement, Record of Decision, Biologic Opinion, Memorandum of Agreement, or other report, agreement, regulatory approval, or permit required to comply with federal, state, or local regulatory requirements for construction or operation of the Replacement Bridge.

- kk. **Replacement Bridge** means an interstate bridge that replaces the Hood River-White Salmon Interstate Bridge built in 1924 and owned in whole or in part by the Authority, including any approaches, buildings, structures, facilities, equipment, improvements, systems, and other appurtenances necessary or incidental to the bridge
- ll. **Resolution** means a formal action of the Board that is not an Ordinance. Resolutions generally address matters of a special, limited, lesser importance, or temporary character than Ordinances.
- mm. **Special Meeting** means a meeting of the Board that is not a Regular Meeting.
- nn. **Washington Act** has the meaning set forth in Recital D.

EXHIBIT B
Interim Rules for the Hood River-White Salmon Bridge Authority

Each Interim Rule hereunder is authorized to regulate the conduct of the Hood River-White Salmon Bridge Commission from the Authority Formation Date until the effective date of a rule adopted by the Board that supersedes the Interim Rule, or the effective date of a Board action that repeals the Interim Rule. Thereafter, the superseded or repealed Interim Rule shall be null and void and have no effect.

1. Board of Directors:

- 1.1. Before entering upon the duties of a Director or Alternate, the Director or Alternate shall execute a written affirmation in substance as follows: *I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability.* The affirmation shall be filed in the public records of the Authority.
- 1.2. Directors must attend Board meetings, unless excused in accordance with a rule of the Authority. The First Co-Chair is authorized to excuse absences, and the Second Co-Chair is authorized to excuse absences when the First Co-Chair is unavailable. Unauthorized absences shall be reported in the minutes of the meeting and in an annual report of the Authority that is distributed to the Parties.
- 1.3. Every Director when present must vote, unless (i) a Director declares an actual legal conflict of interest under the Applicable Laws, or (ii) a Director requests to abstain and the request is approved by a majority of the Directors that are present (including an Alternate acting in lieu of an absent Director), excluding the Director that made the request and any Director declaring an actual conflict of interest on the same action. Directors declaring a conflict of interest may vote on an action to the extent permitted by Applicable Laws.
- 1.4. Official statements from the Authority shall be directed through the First Co-chair of the Board, or its designee, with coordination with the Executive Director, or another Authority official, employee, or agent who is explicitly authorized by the Board to do so.
- 1.5. Until the Board adopts a rule for the reimbursement of expenses incurred by a Director, Alternate, or employee in performing its duties, no reimbursement shall be paid to a Director, Alternate, or an employee. Directors, Alternates, and employees may retain receipts of any potentially reimbursable expense they may incur prior to the adoption of such a rule, and, following adoption of the rule, may submit a reimbursement request for any expense that is eligible under the rule. There is no commitment whatsoever that any expense incurred by any person prior to the adoption of the applicable rules will be reimbursed by the Authority. Reimbursed expenses declared ineligible in a subsequent audit shall be promptly refunded to the Authority.
- 1.6. Unless appointed as a Director or Alternate or otherwise declines the position, the co-chairs from each state of the Bi-State Working Group when disbanded on June 30, 2023 are appointed as Ex Officio Members of the Board until June 30, 2025. If a former co-chair of the Bi-State Working Group is unavailable for any reason, then the applicable county commission may designate as an Ex Officio Member any other former member of the Bi-State Working Group residing in the county. If no such former member of the Bi-State Working Group is available, then the applicable county commission may designate as an Ex Officio Member any qualified person residing in the county.

2. Board Meetings:

- 2.1. The schedule for Regular Meetings between July 1, 2023 and September 30, 2023 shall be set as described in Section 1.3 of the Intergovernmental Transition Plan. By September 30, 2023, the Board shall approve a

schedule for Regular Meetings of the Board for the period beginning October 1, 2023. The Board may revise this schedule from time to time. Notice of these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date as follows:

- a. On the Hood River – White Salmon Bridge Replacement website, and the Port of Hood River website until an Authority website is established, and thereafter on the Authority website;
 - b. At the offices of the Port of Hood River until the Authority establishes a specific location for its headquarters office, and thereafter at the headquarters office of the Authority; and
 - c. By email, telephone, fax, or other reasonable method to interested persons and media outlets that have stated in writing or by online sign-up that they wish to be notified of meetings of the Board.
- 2.2. A Special Meeting of the Board, other than an Emergency Meeting, may be called at any time by the First Co-Chair (or Second Co-Chair acting in lieu of an unavailable First Co-Chair), or by a majority of the members of the Board, and:
- a. Delivering written notice of the Special Meeting personally, by mail, by fax, or by electronic mail to each Director;
 - b. Posting public notice of the Special Meeting at least 24 hours prior to the start of the meeting at the locations described for Regular Meetings in Section 2.1, above.
- 2.3. An Emergency Meeting of the Board may be held upon such notice as the First Co-Chair (or Second Co-Chair acting in the absence of the First Co-Chair), in its discretion, deems appropriate under the circumstances. Such notice may be shorter than 24 hours, but the minutes for the Emergency Meeting shall describe the emergency justifying any notice that was less than 24 hours.
- 2.4. Except for meetings in Executive Session, the notices described in this Section 2 shall provide the date, time, and location (which may be an online address) of the meeting, and an agenda of matters anticipated to be considered at the meeting. A notice for a meeting held in Executive Session shall provide the date, time, and location (which may be an online address) of the meeting, and the statutory basis authorizing the Executive Session. The Authority may modify the agenda, including any exhibits, following posting notice thereof.
- 2.5. The Board may adjourn any Regular, Special, or Emergency Meeting to a time and place specified in the order of adjournment. A quorum is not required for a vote to adjourn a meeting. Any hearing held by the Board may be continued or re-continued to any subsequent meeting of the Board.

3. Board Officers

- 3.1. The former co-chairs of the disbanded Bi-State Working Group, whether on the Board as an Ex Officio Member or as a Director, shall be the interim co-chairs of the Board from July 1, 2023 until replaced pursuant to Section 3.2, below. The interim co-chairs of the Board shall alternate as the First Co-Chair for an approximate three-month period, unless they agree otherwise, and shall notify the Board of the dates when each co-chair will serve as First Co-Chair. If a former co-chair of the Bi-State Working Group is not on the Board in any capacity, then the three Directors from the applicable state shall by majority vote select one such Director to serve as interim co-chair of the Authority until replaced pursuant to Section 3.2, below.
- 3.2. At its first Regular Meeting in January 2024, or at a subsequent meeting at the discretion of the Board, the Board shall appoint from among the Directors two co-chairs for a two-year term, and designate the First Co-Chair and Second Co-Chair for calendar year 2024. The First Co-Chair shall serve as First Co-Chair until

the first Regular Meeting of the Board in January 2025, at which time the Second Co-Chair shall become First Co-Chair and the First Co-Chair shall become Second Co-Chair. Thereafter the offices of the First Co-Chair and Second Co-Chair shall annually alternate at the first Regular Meeting each January.

- 3.3. A co-chair may be removed from office by the approval of four Directors. If a co-chair's term as a Director expires or otherwise terminates, or if a co-chair resigns, is removed, or is unable to perform its duties, the Board shall appoint a co-chair to fill the unexpired term. The successor co-chair must reside in the same state and shall have the same status (First Co-Chair or Second Co-Chair) as the outgoing co-chair.

4. Actions of the Board:

- 4.1. Except for an Emergency Ordinance, an ordinance may be approved as follows:

- a. Before an ordinance is adopted it shall be read during meetings of the Board on two different days at least six days apart. If the ordinance is posted online or otherwise publicly available, the ordinance may be read by title only, unless otherwise requested by a Director. An ordinance adopted after being read by title only may have no legal effect if it differs substantially from its terms as filed prior to the reading, unless each section incorporating a substantial difference is read fully, or otherwise made publicly available.
- b. Upon the final vote on an ordinance, the ayes, nays, and abstentions shall be taken and included in the record of proceedings of the meeting. Within seven days after adoption of an ordinance: (i) the First Co-Chair for the session at which the ordinance was adopted (or in its absence, the Second Co-Chair) shall sign it with the date of its adoption, (ii) until a Authority website is established, the ordinance or a summary of the ordinance shall be published on the Port website, and thereafter on the Authority website, and (iii) the signed ordinance shall be filed in the records of the Authority.
- c. An ordinance shall take effect on the 30th day after the date of its adoption unless the ordinance specifies a later effective date.

- 4.2. An Emergency Ordinance may be introduced, read once, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda, if the reasons requiring immediate action are described in the ordinance. An Emergency Ordinance may take effect upon adoption or such later date specified in the Emergency Ordinance. Emergency Ordinances shall be published and filed in the manner described for (non-emergency) Ordinances under Section 4.1.b, above.

- 4.3. A Resolution may be introduced, read once in full or by title only, and considered for final passage at a Regular Meeting, Emergency Meeting, or Special Meeting of the Board, without being described in a published agenda. A Resolution may take effect upon adoption or such later date specified in the Resolution. Resolutions shall be published and filed in the manner described for Ordinances under Section 4.1.b, above.

- 4.4. A Motion may be made, seconded, and passed by the Board, which shall be described in the Board meeting minutes.

- 4.5. Except as otherwise provided in the Charter or rules of the Authority, all Board actions and deliberations shall adhere to the parliamentary procedures in the latest edition of Robert's Rules of Order, although strict adherence is not required, or such other rules which the Board may adopt.

5. Procurement and Contracting

- 5.1. The Board shall be the Authority's contract review board, until otherwise delegated by the Board.

- 5.2. The Board shall prepare and adopt, or adopt by reference, procurement, and contracting rules for the Authority. Procurement and contracting rules of the Authority may include authorizations and procedures to procure and engage in alternate or supplemental public works contracts such as design-build, progressive design-build, and construction manager-general contractor contracts, and to engage in public-private partnerships.
- 5.3. Until the Board adopts superseding rules, the Authority shall abide by the procurement and contracting rules of the county in which the Primary Place of Business is situated, except that any applicability of, or reference in, the county rules to the county shall be read as referring to the Authority, to the county commission shall be read as referring to the Board, and to the county administrator shall be read as referring to the Executive Director or its designee. The Board may reasonably interpret other provisions of the applicable county rules as may be needed to apply the county rules to a bi-state bridge commission.

6. Budgeting

- 6.1. The budget committee for the Authority shall be the co-chairs of the Authority, or their designee, and the chief financial officer of the Port, if the Port agrees, or shall be a qualified accountant or person with public budget experience appointed by the Board. The First Co-Chair, or its designee, shall be the chair of the budget committee.
- 6.2. Public notice of each meeting of the Authority budget committee shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.
- 6.3. The Authority shall hold at least one public hearing prior to adopting a budget. Public notice of the hearing shall be provided as prescribed for Board meeting in Section 2.2 of these Interim Rules.

7. Conduct of Officials

- 7.1. Directors, Alternates, Ex Officio Members, and members of committees of the Authority shall promptly notify in writing the Executive Director and Legal Counsel, after Authority Legal Counsel is retained, of any potential or actual conflict of interest it may have under the Applicable Laws. The notification shall provide reasonable detail on the nature of the conflict and describe the course of action proposed by the official to address the conflict (such as to abstain from participating on the matter). Following its review of the notification, Legal Counsel may recommend revisions to the proposed course of action. The official shall abide by any such recommendation of Legal Counsel, unless overturned on appeal to the Board. The Board shall rule on any such appeal before considering the subject issue.

8. Finance

- 8.1. Any revenues derived from the Authority's ownership or operation of the Replacement Bridge, as may be provided for in a Resolution authorizing the issuance of bonds or a debt instrument, or in any trust agreement or indenture securing the same, may be pledged to the payment of principal and interest on, and the redemption price or purchase price of, such bonds or debt instrument. All such pledges shall be valid and binding from the time when the pledge is made, and the revenues or other moneys so pledged and thereafter received by the Authority shall immediately be subject to the lien of the pledge.
- 8.2. Bonds and any other debt instruments of the Authority shall be payable solely from the gross or net revenues, grants, contracts, or accounts of the Authority that are pledged for their repayment, and not constitute a debt or obligation of any state or any other local government. The bonds or debt instrument shall include a recital establishing that the bond or debt instrument is an obligation of the Authority and is not an obligation of any state or other local government.

- 8.3. To the extent permitted by the Applicable Laws, bonds and other debt instruments may be issued by the Board in such amounts, maturities, denominations, form or forms, interest rates, including provisions for the varying of interest rates, discounts or premiums, with such bond insurance or other guarantees, and with such other terms and provisions as the Board may determine, or as the Executive Director or other designated official may determine within parameters established by the Board by Resolution or Ordinance. The Board may provide for redemption of bonds or other debt instruments prior to maturity on such notice, and at such times, and with such redemption provisions determined by the Board or within parameters established by the Board. Bonds and other debt instruments may be sold by negotiation or by public or private sale, in any manner and for any price and subject to any terms and conditions as the Board deems in the interest of the Authority, subject to the Applicable Laws.
- 8.4. In the discretion of the Board, any bonds or other debt instruments issued by the Authority may be secured by a trust agreement or indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company, to be selected by the Board in such manner as it may elect. Such trust may pledge or assign all or any revenues, grants, contracts, funds, or accounts of the Authority.
- 8.5. The Authority may enter into any contract or covenant as the Board may elect with holders of any of its bonds or other debt instruments as to the security and payment of the debt instrument, whether held in trust or otherwise. The provisions in any Resolution or indenture providing for the issuance and security of any bonds or other debt instruments of the Authority shall constitute an enforceable contract with the holders of any such bonds or other debt instruments.

9. Executive Director

- 9.1. The Executive Director is authorized to:
 - a. Employ, discharge, and supervise employees and consultants in the administration, operation, planning, and construction activities of the Authority;
 - b. Report at meetings of the Board on the activities of the Authority;
 - c. Sign, or designate others to sign, all duly authorized demands, salaries, and recurring charges;
 - d. Have charge, or designate others to have charge, of all procurements, leases, agreements for the Authority, subject to any rules established by the Board;
 - e. Recommend to the Board the Replacement Bridge toll rates and toll policies necessary to pay the costs and expenses of the Authority, and to fulfill other obligations of the Authority, considering the results of any traffic and revenue studies prepared by qualified consultants;
 - f. Accept, execute, or consent to any grant, bond or other financing obligation, or any deed, lease, or other document conveying an interest in real property that has been duly authorized by the Board, or as may otherwise be authorized pursuant to a rule of the Authority; and
 - g. Perform such other duties as may be incidental to fulfilling its responsibility as chief administrative officer of the Authority, and any additional duties as may be conferred upon the Executive Director by the Board.

EXHIBIT C
Intergovernmental Transition Plan

The Parties agree to cooperatively undertake the activities outlined in this *Intergovernmental Transition Plan*. Upon completion of the Intergovernmental Transition Plan, the Board, without approval of the Parties, may approve a restated Charter removing all references to the Intergovernmental Transition Plan.

1. Appointment of Initial Board and Setting Initial Board Meeting Date

The Parties agree as follows:

- 1.1. Following execution of this Agreement, the Port shall deliver copies of the Agreement to the Secretaries of State of Oregon and Washington, and to each of the Parties.
- 1.2. Following the Agreement Effective Date, the Bi-State Working Group will remain in effect until the Authority Formation Date, at which time, without any further action by the Parties, the Bi-State Working Group shall be disbanded, and the Authority shall assume lead responsibility for the Replacement Bridge. The Port shall continue as the Grantee for the grants described in Section 10.1 of the Charter until these grants are closed by the Port.
- 1.3. Within thirty (30) days from the Agreement Effective Date, or as soon thereafter as practical, the Klickitat County Commission and the Hood River County Commission shall each adopt a resolution establishing the procedure and criteria it will use for the nomination and appointment of Directors and Alternates. Prior to the county's consideration of the resolution, the chairs of the county commissions, or its designees, shall consult with the Parties situated within the county regarding the role of the Parties in the nominating process.
- 1.4. Within thirty (30) days from the adoption of the resolution described in Section 1.3, above, or as soon thereafter as practical, Klickitat County and Hood River County shall each appoint its members of the Initial Board.
- 1.5. The Initial Board shall take office on July 1, 2023, or as soon thereafter as practical. Between their appointment to the Initial Board and June 30, 2023, prospective Directors and Alternates, other than any that may be a member of the Bi-State Working Group, shall be invited to participate in Bi-State Working Group meetings, an instructional program on the Replacement Bridge Project and the Authority, and a training program for new public officials.

2. Meetings

Prior to June 30, 2023, the chair of the Klickitat County Commission, or its designee, and the chair of the Hood River County Commission, or its designee, shall agree on a schedule for Regular Meetings of the Board through September 30, 2023. The first Regular Meeting shall be during July 2023, or as soon thereafter as practical, provided, however, the first Regular Meeting may not be held prior to the effective date of the insurance coverage described in Section 4.2.d.v, below. The Regular Meeting schedule may be revised from time to time. Notice of each these Regular Meetings shall be posted at least seventy-two (72) hours prior to the meeting date in the manner described in Section 2.1 of Exhibit B.

3. Capitalization of Authority

- 3.1. The Parties acknowledge the successful implementation of the Replacement Bridge requires that funding be obtained to pay Authority costs and expenses until such time as tolls are collected on the Replacement Bridge, and to capitalize reserves for the construction, operation, governance, and financing of the Replacement Bridge.

- 3.2. The Parties and the Authority shall make good faith efforts to agree by January 1, 2024 on a plan to make additional local resources available for Authority costs and reserves. The Parties and Authority may consider such options as increased toll rates on the Existing Bridge dedicated to capitalizing the Authority, commitments by one or more of the Parties to provide in-kind services or other resources to the Authority, and securing third-party funding commitments and/or back-up pledges for the Authority.

4. Regulatory Compliance Documents

- 4.1. To facilitate the transition of responsibility from the Port to the Authority for fulfilling the requirements of a Regulatory Compliance Document prepared (as described in Section 15 of the Charter), the Port agrees that at times and in the manner the Port determines it will:
 - a. Provide the Bi-State Working Group an opportunity to review and comment on the Regulatory Compliance Document prior to its approval, issuance, or execution; and
 - b. Subject to any federal or state agency approvals, and Port approval. incorporate in each Regulatory Compliance Document a statement to the effect that the as of the Authority Formation Date, the Authority will be the Project Sponsor, the primary point of contact for the Replacement Bridge, and responsible for compliance with the requirements of the Regulatory Compliance Document.

5. Administration

The Authority and Port will seek to cooperatively prepare and execute an agreement describing the activities, budget, and procedures under which the Port will provide certain technical and administrative services to the Authority during, at a minimum, FY2023-2024. This agreement is anticipated to be approved and executed by the Authority and the Port promptly following the Authority Formation Date. Unless revised by agreement of the Port and the Authority, the agreement will generally follow the concepts outlined below, which will have no force or effect unless and until the agreement is approved and executed by the Authority and Port.

- 5.1. Notwithstanding the Primary Place of Business designated in Section 2.3 of the Charter, the offices and mailing address of the Authority shall be those of the Port of Hood River until the Authority establishes an office or its own.
- 5.2. Until the Port or Authority decide otherwise, the Port shall provide staffing and other support for the Authority, including, but not limited to, as follows:
 - a. The executive director of the Port, or its designee (which may be a consultant), shall be the interim Executive Director of the Authority;
 - b. The chief financial officer for the Port or its designee (which may be a consultant), shall be the interim chief financial officer for the Authority;
 - c. Section 4.2(a) or Section 4.2(b), above, shall not be applicable if the Port's executive director position or Port's chief financial officer position, respectively, is or becomes vacant. In such event, the Board, in its discretion, may elect to hire or retain personnel to fill the vacant position temporarily or permanently; and
 - d. Subject to approval of the proposed work scopes and budgets by the Port, until such time as determined by the Authority, the Port shall:
 - i. Perform the administrative functions of the Authority, such as providing public notice of Board meetings, budget preparation, maintenance of financial accounts, and staffing Board meetings;

- ii. To the extent permitted by the 2022 Acts, incorporate the budget of the Authority in the budget of the Port;
- iii. Procure supplies or equipment needed by the Authority, if any.
- iv. Retain Legal Counsel separate from the Port's legal counsel for which the Authority is the client, holder of any attorney-client privilege, and owner of any attorney work product;
- v. Purchase liability (including but not limited to Directors' and Officers' insurance, or its equivalent) and other appropriate insurance coverage for the Authority that is comparable to the insurance coverage practices of similar entities;
- vi. Maintain the Authority's Public Records and process requests for review or reproduction of the Authority's Public Records in accordance with the Applicable Laws as follows:
 - 1) The Authority's Public Records shall be stored and made available for public inspection at the main office of the Port;
 - 2) Requests to review or reproduce Public Records of the Authority shall be directed to the Executive Director of the Authority, the Authority in the absence of the Executive Director, or their designee. Upon receipt of a Public Records Request, the Executive Director, or the Authority, or their designee shall transmit the request to the Port for physical processing based on the directions of the Authority or the Authority's Legal Counsel;
 - 3) The Port may impose reasonable charges for compiling and providing copies of the Authority's Public Records, consistent with the charges it imposes for Port Public Records, and not to exceed any maximum amounts under the Applicable Laws of the Authority; and
 - 4) Legal Counsel shall determine if a Public Records Request is exempt in whole or part from public disclosure. The ruling by Legal Counsel shall be final, unless within five business days following the ruling an affected person delivers to the Executive Director a written petition for Board review of the ruling and, upon its review, the Board overturns or revises the ruling.

5.3. Unless otherwise agreed by the Port, the Port shall be paid or reimbursed for the costs and expenses incurred for the activities described in this Section 4. Payment or reimbursement to the Port shall be from monies made available for the Replacement Bridge or Authority by federal or state grants, toll revenue from the Existing Bridge, or any other eligible funding source.

EXHIBIT D
Hood River and Klickitat County Nomination Guidance

I. Purpose of Guidance

This guidance outlines certain aspects of the nomination and selection process for Board Members to the Hood River White Salmon Bridge Authority (Bridge Authority) which the counties will incorporate into their respective rules and procedures. It also summarizes attributes and responsibilities of members of the Hood River White Salmon Bridge Authority which the counties can share with prospective nominees.

II. Organizational Relationships

Hood River County (within the state of Oregon) has the responsibility to appoint the Oregon members of the Bridge Authority. Hood River County will conduct a public nomination process to solicit prospective members for consideration, including requesting official nominations from the City of Hood River and the Port of Hood River. The Hood River City Council and the Port of Hood River Commission are expected to formally nominate candidates for consideration.

Klickitat County (within the state of Washington) has the responsibility to appoint the Washington members of the Bridge Authority. Klickitat County will conduct a public nomination process to solicit prospective members for consideration, including Bingen City Council and the White Salmon City Council are expected to formally nominate candidates for consideration.

III. Efforts the New Board will Address

The Bridge Authority will be responsible for design and construction of a replacement bridge and removal of the existing White Salmon – Hood River bridge. Once operational the Authority will be responsible for operations of the new bridge.

It is expected that the Bridge Authority will evaluate and award contracts, hire and fire staff as needed. There will be extensive interfaces required with state and federal officials to obtain financing. The Bridge Authority will oversee significant interfaces by contractors and staff with various government agencies as permits are opened and closed, MOAs and MOUs are developed and executed through the life of construction.

A well-rounded Bridge Authority will best position the authority to successfully replace the local bridge in a timely manner as well as safely operate the new bridge in the best interest of the citizens and businesses on both sides of the river.

Scope control of the new bridge design as well as construction will be paramount in the control of the total project cost and schedule. This becomes even more critical in periods of inflation which the project now faces. Timely, well considered decisions will be imperative to success. Thus, board members must have the technical acumen to understand multiple issues that at times are not intuitively linked but can produce both positive and negative consequences.

There are two distinct phases that the board will have to address and manage. They are:

A. New Bridge Construction Configuration / Removal of Existing Bridge

1. Seek and obtain funding for the new bridge from a wide range of sources (State of Oregon, Washington, Federal, Loan and Bonds).
2. Selection of final bridge attributes (configuration, sizing, location, etc.)
3. Award and oversight of major contracts

4. Manage scope of the new bridge to the estimate and schedule baseline. Decide as needed scope adjustments to live within the budget.
 5. Interface management with
 - a. a host of governmental and tribal government agencies
 - b. numerous public bodies
 - c. the general public as well as the Port of Hood River to ensure a safe construction period, ensuring the public and others are protected from heavy construction activities.
 - d. the Port/New Bridge required coordination activities. These will be numerous and will evolve during the entire period. Examples could include:
 - i. Having Port Executive Director act as the Executive Director of the Bi State Bridge Authority until a full-time person can be hired.
 - ii. Having the Port finance staff process invoices for the replacement effort until such time as a staff is assembled under the new organization.
 - iii. Having the Port act as business manager receiving and paying out expenses from Bridge Authority accounts until such time as there is dedicated staff.
 - iv. Traffic coordination in and out of the Port as construction barges and such is moved in support of the construction effort.
 - v. Development of interface protocols as they relate to public use of Port facilities during construction.
 - vi. Coordinating with the Port Commission to set up financial reserves from existing and future Port activities (i.e., toll increases tied to new bridge reserves).
- B. Bridge Operation. The Bridge Authority will be responsible for all aspects of bridge operation.

IV. Nomination and Selection process:

The Hood River County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates. Whenever a position is open, the Hood River County Board of Commissioners will seek nominees from the City of Hood River, the Port of Hood River, and the general public. Hood River County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of Hood River or the Port of Hood River, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Hood River County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the Bridge Authority. The County has the authority to appoint or not to appoint a particular candidate. Should official nominees from the City of Hood River or the Port of Hood River not be selected, then the chair of the Hood River County Board of Commissioners will communicate to the Mayor or Chair in writing why the official nominee was not selected. This will be done within two weeks of member selection.

Once the new bridge is operational and the old bridge has been removed, the Port of Hood River will no longer have an official role in nomination of members to the Bridge Authority.

The Klickitat County Board of Commissioners will appoint three qualified Board Members and at least two qualified alternates. Whenever a position is open, the Klickitat County Board of Commissioners will seek nominees from the City of Bingen, the City of White Salmon, and the general public. Klickitat County will establish a formal process for accepting submissions and considering candidates, in keeping with its practices to consider candidates for committees and commissions.

For those being nominated by either the City of Bingen or the City of White Salmon, a cover letter indicating official support will be conveyed to the County Board of Commissioners.

The Klickitat County Board of Commissioners will consider each proposed candidate and select the candidates best suited to support the needs of the Bridge Authority. The County has the authority to appoint or not to appoint a particular candidate. Should official nominees from the City of Bingen or the City of White Salmon not be selected, then the chair of the Klickitat County Board of Commissioners will communicate to the Mayor in writing why the official nominee was not selected. This will be done within two weeks of member selection.

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Hood River-White Salmon Bridge Authority
New Business Action Item 9Aii.

To: HRWSBA Board

From: Michael Shannon

Item

Description: Amendment 4 – Owners Representative Contract

Date: July 10th, 2023

Action Requested:

Approval of the recommendation that the Port Commission move forward with signing of Amendment 4 to HNTB's owner representative contract and a new allocation not to exceed \$6,732,139 for FY23/24.

Background:

HNTB's original contract authorization was for one year. HNTB has submitted Amendment 4 that will authorize their new not to exceed amount for FY 23-24 as well as their 3-year work plan and anticipated budget. Each year they will submit and adjusted year one for authorization and establishment of a not to exceed amount for that year.

HNTB has been working with the PORT and their independent reviewer ARUP in the review of the 3-year work plan scope and fee estimate. ARUP has reviewed HNTB's materials and provided a memo indicating that the "level of effort proposed by HNTB is generally consistent with the expectations for the required scope of work".

The original contract and first three amendments totaled \$5,478,111, but \$1,825,104 of that contract authority was not spent. For Fiscal Year 2023-24, HNTB is estimating the updated scope of work to total \$6,732,139 for a total contract value of \$10,385,146

The work plan scope in amendment 4 is eligible for reimbursement from all grant/appropriation funds received by the project.

Commission Memo



Prepared by: Kevin Greenwood
Date: July 11, 2023
Re: RBMC Amendment No. 4

HNTB has been developing a three-year working plan over the last several months with oversight by the Bi-State Working Group. The Replacement Bridge Management Contract (RBMC) was amended three times during Fiscal Year 2022-23. RBMC Amendment No. 4 looks to detail the work to be done during Fiscal Year 2023-24.

The original contract and first three amendments totaled \$5,478,111, but \$1,825,104 of that contract authority was not spent. For Fiscal Year 2023-24, HNTB is estimating the updated scope of work to total \$6,732,139 for a total contract of \$10,385,146. The contract underrun would be applied to the FY 23-24 work for an Amendment No. 4 contract amount of \$4,907,035.

RBMC PROGRESSION

Original	\$1,739,907.28
Am. #1	\$2,534,069.46
Am. #2	\$1,204,133.96
Am. #3	\$0.00
FY2223 Contract	\$5,478,110.70
FY2223 Reconciliation	(\$1,825,104.11)
FY2324 Scope	\$6,732,138.93
Am. #4	\$4,907,034.82

Exhibit A of Amendment No. 4 includes the Detailed Work Plan. A summary of the Work Plan extends the existing functions of key tasks in the original contract such as Project Management, Grant Oversight and Development, Project Controls, Communications, Engineering, Regulatory Compliance and Tribal Agreements and Right of Way. Amendment No. 4 allows for the completion of Geotechnical Exploration and the full procurement of a Progressive Design Build (PDB) Team. It adds scope and budget for the onboarding of additional engineering, administration, contracting, and quality verification staff in preparation for the oversight of the PDB contract and supporting the Bridge Authority. It adds scope for the development of the project's TIFIA loan, preparation of the procurement of an Investment Grade Traffic and Revenue Consultant and the development of an updated Project Cost Estimate and Risk Register.

Exhibit B of Amendment No. 4 shows the Year 2 Cost Estimate and the Year 1 Cost Reconciliation by Task Category and Description.

Staff hired ARUP engineering to serve as an independent reviewer of HNTB's scope and cost proposals, provided feedback, developed questions, and helped facilitate a better understanding of the level of effort on certain task descriptions.

In early June, Port staff received the HNTB proposal and reviewed with ARUP's cost estimating team. Arup provided an initial memo summarizing assumptions and findings from review with Commissioner Fox and staff. On June 21, comments were clarified by HNTB and sent back to ARUP and a series of questions were developed for response by HNTB. Those questions and answers are included in a final memo that is attached to this staff report.

ARUP noted that the “level of effort proposed by the RBMC consultant is generally consistent with the expectations for the required scope of work.”

This amendment is eligible for reimbursement from all grant/appropriation funds.

RECOMMENDED ACTION: authorize signing Amendment No. 4 with HNTB for project management services including a reallocation of unused funds for a new allocation not to exceed \$6,732,139

By email

July 5, 2023

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

Our ref 287474-00
Our ref 287474-00

Dear Mr. Greenwood,

Hood River Bridge - Owner's Engineer Break of Cost – RBMC Amendment 4

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

Under this agreement, Arup reviewed the cost and hours build-up for Amendment 4 to the RBMC Contract. The Work Plan and Cost Proposal provided by HNTB covers the next three years of the RBMC contract. The budget for the RBMC role will be allocated on a yearly basis, and as such Amendment 4 provides budget for July 2023- June 2024. The Port provided the following documents for review by Arup which served as the basis of understanding of the scope of work:

- Detailed Work Plan prepared by HNTB for the RBMC role, covering the next three years of the RBMC contract (*Detailed Work Plan POHR_HNTB_BRMC_Amendment_4_Draft_v1_CLEAN.pdf*, received June 6, 2023).
- Hours and Cost Proposal from HNTB, including hours proposed for all proposed staff per task and other direct costs (*RBMC_Amendment_4_3YR_Estimate_20230605_NoNames.xlsx*).

Arup and the Port met on June 14, 2023 to discuss the scope of Amendment 4. During this meeting the following was discussed: high-level review of the proposed hours and scope expectations for the three-year program, ODOT approval of rates and overheads, and the focus during FY2023-24 to complete the RFP and evaluations for the progressive-design-build procurement. HNTB’s cost estimate for this scope of work was peer reviewed and the findings were reported by Arup to the Port on June 21, 2023, including a list of comments on HNTB’s Work Plan. The comment log was issued to HNTB through the Port, and comment responses from HNTB were received on June 28, 2023. The comments and responses are presented in Exhibit A.

Our ref

28747400

Date

July 5, 2023

We write to report that the level of effort proposed by the RBMC consultant is generally consistent with the expectations for the required scope of work. We note that the RBMC contract value is trending above average when compared to the value of similar owner's engineer contracts versus the estimated total project construction cost. However, there is no standard cost of an owner's engineer role, and the effort varies based on the needs of the owner and complexity of the project. We acknowledge that the RBMC on this project requires additional roles typically found within large transportation agencies, such as standard agency contracting and engineering departments. As such, the above-average RBMC contract value can largely be explained by the expanded scope but should continue to be monitored as the project progresses.

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

- Exhibit A – Comment Responses and Reconciliation – RBMC Amendment 4

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

Yours sincerely

Matt Carter

Principal | Arup Fellow

p +1-917-565-7297

e matt.carter@arup.com

Enc Comment Responses and Reconciliation – RBMC Amendment 4

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

Exhibit A - Comment Responses and Reconciliation – RBMC Amendment 4

Review of RBMC Amendment 4 – Comment Tracking

No.	Original Comment	HNTB Response	Disposition
1	<p><u>General: Billing Rates</u></p> <p>Please confirm that direct salary rates and billing rates listed in the proposal have been approved by ODOT.</p>	<p>Yes, the rates provided are actual billing rates used to establish our DSR or Direct Salary Rate with ODOT. These rates reflect current actual hourly salary rates for the individuals listed under each classification. Direct Salary Rates (DSR) were used to develop either Negotiated Billing Rates (NBR) or Escalated Salary Rates (ESR). Each firm on HNTB's team will provide their latest ESR to the PORT.</p>	<p>Closed.</p> <p>Response addresses comment.</p>
2	<p><u>General: Staff 87 Hours Allocation</u></p> <p>Staff ID 87 has more than full time hours allocated in FY23-24 (approximately 2300 hours). Please correct and/or balance the hours allocation.</p>	<p>Hours for FY23-24 have been reduced to 1 FTE.</p>	<p>Closed.</p> <p>Response addresses comment.</p>

Review of RBMC Amendment 4 – Comment Tracking

No.	Original Comment	HNTB Response	Disposition
3	<p><u>Task 1.1.6 – General Project Management</u></p> <p>This task has a significant number of hours and budget with no defined scope or roles. In FY23-24, there are 3351 hours and \$562,902 budgeted to this task, or approximately 1.6 FTEs. Please clarify the activities and roles for staff assigned to this subtask.</p>	<p>General Project Management includes hours for the following staff:</p> <p>Project Coordinator (Document Control Lead) The project is bringing on a full time Project Document Control lead who will maintain all documents on the project, setting up our document control procedures, and managing the file structure as well as project files. This person will also be supporting the implementation and use of Autodesk Construction Cloud and associated workflows related to document control.</p> <p>Project Controls Lead - Scope includes support for Project Manager in general project meetings with key stakeholders, elected officials and agencies developing external material for communicating on scope schedule and budget for the project.</p> <p>Administrative Assistant HNTB - The project team has been doing a large majority of their own administrative functions, but as the project ramps up and additional funding is becoming available, the team is looking to add a local hire to serve as the full time Project Office Admin that will be onsite in the project office. 50% of their time is allocated here. This position will support our team as well as managing the PM’s calendar, meetings, agendas, minutes, travel, coordination and also supporting the new Authority board members with travel, expenses, and misc tasks.</p> <p>Project Manager HNTB – Project Manager’s time is allocated here for general tasks in support of the project team, misc meetings, events and coordination activities both internally and externally on the project.</p> <p>General SME support for PDB _ HNTB – Time for SME in the first year in support of the PDB. This is for our subject matter expert to have availability to support with his national experience on Progressive Design Build Projects. This time could be adjusted to assume a reduced level of support.</p> <p>This task also includes time and scope for the Civil and Structure team leads to act as deputy project managers and assist in the coordination with the project team, agencies, stakeholders, WSDOT/ODOT and FHWA.</p> <p>It also includes time for a tech editor to provide general as needed project support with the development of letters, flyers, support documents need in the communication with external partners.</p>	<p>Closed.</p> <p>Response addresses comment.</p>

Review of RBMC Amendment 4 – Comment Tracking

No.	Original Comment	HNTB Response	Disposition
4	<p><u>Task 1.5 Contract Administration</u></p> <p>Providing 1 FTE for Contract Administration, in addition to 2+ FTE for Project management, appears excessive. This Amendment substantially increases the budget for this task versus the first year of the RBMC Contract.</p>	<p>This task includes following staff</p> <p>The remaining 50% of the Project Administration Staff that is also included under 1.1.6.</p> <p>Includes time for a Project Administrator for the anticipated level of effort of managing the current Owners Rep Contract as well as the addition of a PDB Contract. This also brings the person to the office 2 days a week in anticipation of the increased level of effort associated with the more formal reporting of the internal contract measures in coordination with the project control team. Because of the unique nature of this owner and minimal agency support provided this position will act as the agency contracting department normally found on projects of this size under larger agencies</p> <p>Project Manager was not full-time on the project for the beginning of the first-year contract and time was allocated along multiple tasks as task were being established. This amendment consolidates PM time to Task 1.</p> <p>A full-time project administrative assistant was not brought on to the project and is now fully estimated under Task 1 wiht 50% here and 50% in general project management. A number of these functions were be performed by the team. As funding has been secured the need for a full-time project admin is necessary for the efficiency of project staff.</p>	<p>Closed.</p> <p>Response addresses comment.</p>
5	<p><u>Task 2.5.1 Independent Cost Estimate</u></p> <p>There are more than 20 staff members with hours assigned to this task during a 3-month period, with the majority allocated 1 to 2 days per month or less. The number of staff charging to this task appears excessive.</p>	<p>The 3 Year Workplan assumes 5 ICEs: 1 during Phase 1A, and at 30%, 60%, 90%, and 100% design (100% estimate may fall outside the 3-year window). Each ICE requires participation from many SMEs for specific estimate elements and collaborative workshop reviews. It is anticipated that each estimate will cover roughly a three-month period and is a critical component of validating the project as part of a progressive design build contract.</p>	<p>Closed.</p> <p>Response addresses comment.</p>

Review of RBMC Amendment 4 – Comment Tracking

No.	Original Comment	HNTB Response	Disposition
6	<p><u>Task 4.3.1 Quality Verification</u></p> <p>A) This task in the work plan is described as verification of the CONSULTANT's quality process. Amendment 4 more than doubles the budget for this activity versus the first year of the RBMC contract. Are these hours intended to be assigned to Task 4.4 as described in the written work plan for Quality Oversight of the Design-Builder?</p> <p>B) If the hours are intended to be allocated to Task 4.4, the scope of activities should be more clearly defined in the written work plan. Staffing indicates approximately 1 FTE for this effort, with Senior Construction Admin and Senior Envir. Scientist staff titles assigned to this task. The scope should reflect the role of staff with these titles.</p>	<p>Task 4.3.1 in the scope estimate is inclusive of both Task 4.3 (Program Subconsultant QA) and Task 4.4 (PDB Quality Verification) work described in the Detailed Work Plan. We will modify the scope to clarify that the estimate reflects this. If additional clarification is needed in the scope, we could also revise the Deliverable/Task to be</p> <p>Deliverable/Task: 4.3.1. QA Audits 4.3.2. QA Log 4.3.3. Documentation of QA activities</p> <p>The Senior Construction Admin and Senior Environmental Scientist classifications were chosen primarily because they most closely match Akana's ODOT Escalated Salary Rate Schedule for the individual in question.</p> <p>The classifications are not necessarily specific to the work being performed.</p>	<p>Closed</p> <p>Response and proposed scope changes addresses comment.</p>
7	<p><u>Task 7.1 Financial Planning / Modeling & Scenarios</u></p> <p>The hours assigned to task 7.1 seem high. The "PC" group has a significant number of hours to this task (~960 hours in FY2023-24). How does this effort differ from the finance, reporting, and cost tasks in Task 5 (~770 hours)?</p>	<p>The PC Group provides Sources and Uses planning and cashflows to support the development of the Initial Financial Plan and Annual Updates. Moreover, the PC Group will provide similar support for the TIFIA Loan application and agreement. In summary, Task 7 contains more of the long-term funding and cashflow planning; Task 5 covers short-term planning and reporting of uses against secured sources.</p>	<p>Closed</p> <p>Response addresses comment.</p>
8	<p><u>Task 11.1.1 Preliminary Engineering and Task 13.3.1 PDB Request for Proposal</u></p> <p>There are more than 1000 hours assigned to Task 11.1.1 for development of technical criterial, and an additional 1300 hours assigned to engineering group (ENG) staff for development of the RFP. The allocation of hours to these tasks appears repetitious, and the hours for these combined tasks appears to be excessive. Please clarify the scope of each task and confirm there is no overlap between the activities in these two tasks.</p>	<p>Task 11.1 was set up for the development of resource and reference documents that will be provided as part of the RFP from the multiple discipline leads on the project. This material would be items typically provided by an agency but will need to be provided by our contract as part of the RFP. This may include reports, data, summary information of reports coordination and consolidation of information from agency partners like WSDOT/ODOT/FHWA.</p> <p>Task 13.3.1 is scope for the actual writing of the section of the RFP and define the scope of the Phases 1A, 1B and 2 as well as describing deliverables, meetings and coordination required. It also includes interdisciplinary coordination of the RFP elements with the contract elements and scoring and evaluation criteria being developed.</p>	<p>Closed</p> <p>Response addresses comment.</p>

Review of RBMC Amendment 4 – Comment Tracking

No.	Original Comment	HNTB Response	Disposition
9	<p><u>Task 14.1 Design Oversight</u></p> <p>This task mobilizes several staff in April 2024 (approximately 5 FTEs) at the start of the design stage. A phased transition should be considered when the Design-Builder’s design submittal schedule is known.</p>	<p>The PDB will be selected in early 2024 and under contract by March 31, 2024. One could assume that the phased transition starts after the PDB is selected with collaborative kickoff workshops starting in Spring 2024. However, we acknowledge that the full budget for this task element may not be needed in the first three months of work of this fiscal year.</p> <p>The oversight needed for the PDB team will be dependent on the quality of the PDB Team procured and the coordination required with WSDOT, ODOT and FHWA. This task needs monitored an adjusted as the project progresses.</p>	<p>Closed</p> <p>Response addresses comment.</p> <p>We agree that RBMC should monitor and right-size the effort for this Task at the start of the PDB project.</p>

**PORT OF HOOD RIVER
ENGINEERING AND RELATED SERVICES CONTRACT
Contract Number: POHR 2022-01
AMENDMENT No. 4**

This Amendment No. 04 (the “**Amendment**”) to the Port of Hood River Engineering and Related Services Contract No. 2022-01, dated July 11, 2023 (the “**Agreement**”) is entered into between the Port of Hood River and HNTB Corporation, a Missouri Corporation (collectively, the “**Parties**”).

RECITALS

WHEREAS, the original Engineering and Related Services Contract was executed July 12, 2022, with an expiration date of December 31, 2026; and

WHEREAS, Amendment No. 3 was approved March 21, 2023, transferring budget authority between tasks but did not include additional budget authority bringing the total contract amount to \$5,478,111; and

WHEREAS, Exhibit A, Section A.1 of the Contract states “authorized work will be determined yearly through the use of a three-year detailed work plan. It shall include the authorized work for the current year and plan for anticipated work for the two subsequent years;” and

WHEREAS, this Amendment describes the Detailed Work Plan for contract Year Two; and

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

AGREEMENT:

1. **Exhibit A:** The Parties hereby replace Exhibit A with the “Amendment 4 Detailed Work Plan Updated July 12, 2023” Exhibit A attached hereto.
2. **Exhibit B:** The Parties hereby add Exhibit B with the “Year 2 Estimate & Year 1 Budget Reconciliation”
3. **Total Not to Exceed:** The Parties hereby agree to amend the Total Not to Exceed (“NTE”) amount for this contract value to the total value of \$10,385,145.51 based on amended Exhibit A.
4. **Remaining Contract Provisions:** Except as specifically modified by this Amendment, the Parties understand and agree that all provisions of the Agreement remain in full force and effect.

HNTB Corporation Inc.

Thomas Schnetzer, NWD Operations & Delivery Officer Date

Port of Hood River

Kevin Greenwood, Executive Director Date

Approved for Legal Sufficiency

William J. Ohle 7/6/2023

William J. Ohle, Port Counsel Date

EXHIBIT A

AMENDMENT 4 DETAILED WORK PLAN

Dated July 12, 2023

HNTB JOB #74620 / POHR #2022-01

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INTRODUCTION

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

FUNCTION AND PURPOSE OF THE DETAILED WORK PLAN

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

CONSULTANT DELIVERABLE STANDARDS

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

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

GENERAL PROVISIONS

- Workshops – in addition to the number of CONSULTANT attendees identified in the Tasks below, up to one (1) facilitator and one (1) designated notetaker will also attend meetings or workshops as agreed between AGENCY and CONSULTANT.
- Development and preparation of Meeting Agenda, Material, Notes and Action Items shall be an average of one (1) hour per meeting for each CONSULTANT attending. Meetings, Workshops and Trainings will have a virtual and in-person option, with 75% of meetings

in person for estimating. Video/phone conference format of meetings shall mean either Microsoft Teams, WebEx programs, or other format agreed to by the participants.

DETAILED WORK PLAN

TASK 1 – PROJECT MANAGEMENT

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

Subtask 1.1 – Project Management

Conditions:

- One (1) CONSULTANT project review per month will be attended by up to two (2) CONSULTANT staff and average one (1) hour.
- Monthly update meetings with AGENCY will be attended by up to four (4) CONSULTANT staff, including sub-consultant, and average one (1) hour.
- Monthly CONSULTANT Team Task Leader meeting will be attended by up to 12 CONSULTANT staff, including sub-consultant, and average one (1) hour.
- The Project Management Plan (PMP) will be updated annually.
- The labor expense details for this scope item include hours for CONSULTANT staff to perform general management of the Project and CONSULTANT team. These hours are in addition to the performance of the deliverables outlined above.

Activities:

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

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

Deliverable/Task:

- 1.1.1. PMP
- 1.1.2. Action Item Log

1.1.3. Director Update Meetings - Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS

1.1.4. CONSULTANT Team Lead Meetings - Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS

1.1.5. Project Review Meetings- Meeting Materials as per CONSULTANT DELIVERABLE STANDARDS

1.1.6. General Project Management

Subtask 1.2 – Chartering Workshop

Conditions:

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

Activities:

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

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

Deliverable/Task:

1.2.1. Chartering Workshop Meeting Materials (Agenda, Notes, Action Items) as per CONSULTANT DELIVERABLE STANDARDS

Subtask 1.3 – Document Control

Conditions:

- The Initial Document Control Plan will be provided to AGENCY for review.
- The Document Control Plan will be updated annually.

Activities:

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

- Update the Document Control Plan as part of the PMP described in Subtask 1.1 that outlines an electronic folder structure to be used by CONSULTANT for PROJECT-related documents. The Plan will also identify procedures CONSULTANT will use for the storage and management of public and non-public documents.
- Manage, establish, organize, implement, and update an electronic document control system for use by the AGENCY, CONSULTANT and subconsultant staff for the PROJECT, consistent with the Initial Document Control Plan. This system will

organize, and store PROJECT-related documents being produced or received by CONSULTANT.

- Provide access to this document control system for AGENCY staff as requested by AGENCY.
- Provide yearly training session as needed up to one (1) hour in duration, to AGENCY and 20 CONSULTANT staff for implementing the Document Control Plan and using the system.

Deliverable/Task:

- 1.3.1. ~~Initial Document Control Plan due 09/30/2022.~~ Completed
- 1.3.2. Document Control System
- 1.3.3. Annual training on Document Control System

Subtask 1.4 – Project Debriefs

Conditions:

- Meetings with AGENCY and potential Designers/Contractors will be attended by up to three (3) CONSULTANT staff, including sub-consultant, and will last for one (1) hour; assume two (2) meetings per week through the release of the Request for Proposal (RFP)/Request for Qualifications (RFQ).
- CONSULTANT will schedule and keep a log of meetings.

Activities:

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

- Attend debriefing meetings and events to coordinate with AGENCY and potential Designers/Contractors to inform them of the PROJECT status.

Deliverable/Task:

- 1.4.1. Project Debrief Meeting Materials (Agenda, Notes, Action Items) as per CONSULTANT DELIVERABLE STANDARDS

Subtask 1.5 – Contract Administration

Conditions:

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

Activities:

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

- Coordinate, execute, and manage CONSULTANT and sub-consultant agreements.
- Monitor CONSULTANT and sub-consultant budget and schedule performance.
- Communicate and meet with CONSULTANT task leads and sub-consultants to review and update work progress related to scope, schedule, budget.

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

Deliverable/Task:

1.5.1. Contract Administration

Subtask 1.6 – Invoicing & Progress Reporting

Conditions:

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

Activities:

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

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

Deliverable/Task:

1.6.1. Monthly invoice

1.6.2. ~~Invoicing guidelines and workflow due 08/31/2022.~~ Completed

1.6.3. Monthly progress report

Subtask 1.7 – Meetings

Conditions:

- Bi-State Working Group/Hood River White Salmon Bridge Authority will be attended semi-monthly on average by up to four (4) CONSULTANT staff, including sub-consultants, and will last up to two (2) hours.
- Port Commission Meetings will be attended semi-monthly on average by up to two (2) CONSULTANT staff, including sub-consultants, and will last up to two (2) hours.

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

Activities

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

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

Task:

1.7.1. Bi-State Working Group Meeting Materials (Agenda, Notes, Action Items) as per CONSULTANT DELIVERABLE STANDARDS.

1.7.2. Port Commission Meeting Materials (Agenda, Notes, Action Items) as per CONSULTANT DELIVERABLE STANDARDS

1.7.3. Key Stakeholders Meeting Materials (Agenda, Notes, Action Items) as per CONSULTANT DELIVERABLE STANDARDS

1.7.4. State/Regional/Local Regulatory Agencies Meeting Materials (Agenda, Notes, Action Items) as per CONSULTANT DELIVERABLE STANDARDS

1.7.5. State/National Elected Officials Meeting Materials (Agenda, Notes, Action Items) as per CONSULTANT DELIVERABLE STANDARDS

TASK 2 –RISK MANAGEMENT

Subtask 2.1 – Risk Management Plan

Conditions:

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

Activities:

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

- Develop a Risk Management Plan as part of the PMP described in Subtask 1.1 after the initial Risk Management workshop is completed. The Risk Management Plan will include the following:
 - Identification and ranking of project risks in a risk register that summarizes the nature and occurrence of each risk.
 - A risk action plan that can be used as an ongoing management tool that identifies at least one person from CONSULTANT or AGENCY who will lead the

management of each risk and the actions and timelines necessary for managing the risk.

- Review the risk evaluation progress to date, expand to include more detailed risk evaluation and mitigation strategies and set the basis of the risk register.

Deliverable/Tasks:

2.1.1. Risk Management Plan

Subtask 2.2 – Risk Workshop

Conditions:

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

Activities:

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

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

Deliverable/Task:

2.2.1. Risk Workshop Meeting Materials (Agenda, Notes and Action items) as per CONSULTANT DELIVERABLE STANDARDS

Subtask 2.3 – Risk Register

Conditions:

- CONSULTANT team will track, monitor and update the risk register six (6) times per year. A meeting will be held with the AGENCY staff and up to four (4) CONSULTANT staff, including sub consultants, and average one (1) hour.

Activities:

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

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

Deliverable/Task:

2.3.1. Risk Register due ~~08/31/2022~~. Completed

2.3.2. Risk Register Update

Subtask 2.4 – Project Cost Estimate (PCE)

Conditions:

- The original PCE is provided by the AGENCY for review and incorporation into project planning.
- CONSULTANT team will hold a workshop with the AGENCY staff and up to eight (8) CONSULTANT staff, including sub consultants for up to four (4) hours to validate the existing PCE.

Activities:

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

- Review and update the existing PCE and perform estimate updates based on changes to project information, assumptions, major changes in market conditions, and potential scope changes.

Deliverable/Task:

2.4.1. Review and Validate PCE

2.4.2. Update PCE

Subtask 2.5 – Independent Cost Estimator (ICE)

Conditions:

- Cost estimates are expected to occur at four pricing milestones during the design phase (30%, 60%, 90%, 100%) and for the bid for each construction work package.
- For potential work packages, the proposal will take place at the point in time when AGENCY and the Design-Builder agree that the PROJECT has been designed to a sufficient level of detail to allow the Design-Builder to accurately price the PROJECT or work package.
- Preparation of a basis of estimate to include such items as assumptions on production rates, equipment used, means and methods, and material costs.

Activities:

The activities/responsibilities of the ICE include the following:

- Provide Independent Cost Estimating Services for the PROJECT. The ICE will develop independent cost estimates at defined milestones, utilizing contractor style (production-based) methodologies and production-based heavy civil estimating software platforms, for comparison with the Design-Builder estimate and the AGENCY estimate.
- Prepare an early (approximately a 15% Opinion of Probable Construction Cost (OPCC)) independent analysis of cost and schedule impacts for design alternatives under consideration.
- Participation in risk workshops engaging in the final PROJECT goals and PROJECT's Scope of Services development with the intent of understanding the risks, goals, and priorities of the Project. Engagement shall consist of active listening and participation to understand AGENCY (including Oregon Department of Transportation (ODOT) and Washington State Department of Transportation (WSDOT)) and Design-Builder's final design and PROJECT scope intent.

- If requested by the AGENCY, provide recommendations and investigations of alternative means and methods for significant items of work for consideration by the AGENCY. Alternative means and methods shall not consist of investigation of innovative solutions but shall be potentially differing traditional construction techniques for considerations without new engineering requirements.
- Proposal review and assessment for recommendations.
- Participate in price and schedule reconciliation meetings between AGENCY and the Design-Builder at pricing milestones for each contract or work package. The ICE's responsibility at these meetings is to gain a common understanding of proposal assumptions (including means and methods, equipment, material costs, and risk assignment). The ICE will lead the cost review meeting, which requires a deep dive into the cost estimates to uncover cost and production differences, risk identification, etc.
- Provide feedback on risk management, which may include risk identification, assessment, cost quantification, and assignment of the probability of occurrence. Document cost savings and efficiencies through the risk management process.
- Aid the project team with respect to determining cost impacts of the following: project phasing, labor availability, material availability, material pricing risks, mobilization and site access, sequence of design and construction, and availability and procurement of equipment and materials.
- Attend and participate in the following meetings:
 - Initial Kickoff Meeting
 - Design workshops prior to each pricing milestone and bid
 - Risk workshops after each pricing milestone and bid
 - Price reconciliation meeting(s) following each pricing milestone and bid. These meetings should be in-person if possible.
 - Weekly Project Team meetings/conference calls during the preconstruction phase of Project to discuss work in progress, work completed, upcoming priorities, issues, and risks to the PROJECT scope, schedule, budget, or contract.
 - In-person attendance as necessary and determined by project team. Otherwise, virtual attendance is acceptable.
 - Maintain meeting minutes pertaining to pricing discussions, including participants, topics, action items and decisions.
- Provide cost analysis comparisons and post estimate review summaries of findings.
- Provide the following for the Basis of Estimate Report:
 - Project Narrative
 - List of Assumptions
 - Any PROJECT notes
 - Quantity takeoff information – Bluebeam Files, on-screen takeoff files, or other takeoff notes
 - Detailed estimate printouts – Krebs utilizes HCSS estimating software
 - Estimate summary showing the breakout of direct costs, indirect costs, markups and unit rates
 - Estimate item and activity level summaries showing crew and equipment selection and production rates
 - Labor detail summaries
 - Equipment detail summaries
 - Material usage summaries

- Subcontractor usage summaries
- Trucking usage summaries
- Miscellaneous cost summaries
- Detailed estimate summary sheets
- Notes from estimate reviews
- Cost Comparisons with Design-Builder
- Cost Progression Summaries – typically showing 30% to 60%, etc.
- Identification of Long Lead Items
- Markup Details
- Material and subcontractor quotes
- For the Estimate Variance Report, provide a summary of all estimates from the Design Team, Design-Builder and ICE, including a narrative on cost differences and any major changes between each estimate iteration.

Delivery/Task:

2.5.1. Independent Cost Estimate (ICE)

- Basis of Estimate Report
- Estimate Variance Report

TASK 3 – CHANGE MANAGEMENT

Subtask 3.1 – Change Management

Conditions:

No Conditions for this Subtask.

Activities:

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

- Prepare a Change Management Plan (CMP) for the PROJECT and submit to the AGENCY for review and approval.
- Define the process for identification, notification, processing, and documentation of all project changes.
- Define the change approval process.

Deliverable/Task:

3.1.1. Change Management Plan (CMP)

Subtask 3.2 – Change Log

Conditions:

No Conditions for this Subtask.

Activities:

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

- Maintain change control log of proposed, pending, and executed changes internal and external to the PROJECT.

Deliverable/Task:

3.2.1. Update Change Log

TASK 4 – QUALITY

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

Conditions:

- ~~The CONSULTANT's Initial Draft QMP will be provided to AGENCY for review.~~
(Completed)
- ~~The CONSULTANT's Final QMP will be provided to AGENCY for review.~~
(Completed)
- The QMP will be updated to add additional activities that reflected in this current Detailed Work Plans(s).
- Quality Control (QC) activities will be performed according to the procedures and schedules outlined in the QMP, and QC labor hours are budgeted with each deliverable under individual subtasks throughout this Scope of Work.

Activities:

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

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

Deliverable/Task:

~~4.1.1. Quality Management Plan (QMP) – Completed~~

4.1.2. QMP Update

Subtask 4.2 – **Quality Training**

Conditions:

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

Activities:

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

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

Deliverable/Task:

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

Subtask 4.3 – Quality Assurance & Quality Verification

Conditions:

- QC activities performed for each deliverable according to procedures and schedules outlined in QMP.
- Design-Builder Design and Construction QC and QA activities performed for each deliverable according to procedures and schedules outlined in the Design-Builder's QMPs.

Activities:

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

- Provide QA of deliverables provided in the Work Authorization.
- Verify CONSULTANT's QC activities being performed and documented for each deliverable according to QMP procedures.
- Monitor and document CONSULTANT's overall compliance with QMP requirements.
- Review of Design-Builder's Draft and Final QMPs.
- Provide Quality Verification (QV) for the Design-Builder's QC and QA activities being performed and documented according to approved Design and Construction QMP procedures.
- Monitor and document Design-Builder's overall compliance with Design-Builder QMP requirements.

Deliverable/Task:

4.3.1. Quality Assurance/Quality Verification

TASK 5 – PROJECT CONTROLS

Subtask 5.1 – Project Controls Plan

Conditions:

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

Activities:

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

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

Deliverable/Task:

5.1.1. Project Control Plan

Subtask 5.2 – Project Dashboard

Conditions:

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

Activities:

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

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

Deliverable/Task:

5.2.1. Project Dashboard

Subtask 5.3 – Integrated Project Schedule

Conditions:

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

Activities:

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

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

Deliverable/Task:

- 5.3.1. Baseline Integrated Project Schedule
- 5.3.2. Update Integrated Project Schedule

Subtask 5.4 – Sub Project Schedule

Conditions:

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

Activities:

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

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

- Incorporate Progressive Design-Builder Lookahead and Work Package schedules and Schedule Updates into the appropriate Sub-Schedule.

Deliverable/Task:

- 5.4.1. Baseline Sub-Project Schedules
- 5.4.2. Update Sub-Project Schedule
- 5.4.3. Review and Incorporate Progressive Design-Builder Schedules

Subtask 5.5 – **Financial Management and Reporting**

Conditions:

- The project financials will be presented in relevant summary formats using various visualization tools and techniques.
- Changes to the Project Cost Estimate, Baseline Project Budget, or Working Budget will require the approval of the Project Manager.
- Initial financial assumptions shall be documented in conjunction with the approval of the Project Cost Estimate and Baseline Project Budget.

Activities:

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

- Prepare, review, and maintain Project Cost Estimates, the Baseline Project Budget, and Working Budget in accordance with the Project Controls Plan and Change Management Plans.
- Track all current and potential fund sources and assignments the PROJECT uses, in accordance with fund requirements or constraints.
- Time-phase all financial data to create project and funding cashflows and balance fiscal year and biennial outlays with the project spending plan.
- Develop financial tracking and reporting tools to monitor progress and performance against established baselines.
- Submit monthly and annual financial reports, or as needed, in coordination with all stakeholder and fund source requirements.

Deliverable/Tasks:

- 5.5.1. Financial Management and Reporting

TASK 6 – **COMMUNICATIONS**

Subtask 6.1 – **Public Involvement & Communications Plan (PICP)**

Conditions:

- The labor expense details for this scope item include certain hours for CONSULTANT staff to coordinate with AGENCY and AGENCY’s public engagement and other consultants. These hours are in addition to performance of the deliverables and activities outlined below.
- CONSULTANT will participate in up to six (6) meetings with AGENCY partners for Strategic Communications as requested. Each meeting will be attended by up to

three (3) CONSULTANT staff, including sub-consultants, and each will last up to two (2) hours.

- Deliverables will be provided three (3) times for AGENCY review and comment prior to distribution of one (1) final version.

Activities:

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

- PICP
 - Produce public involvement and communications plan, which will outline: decision-making process with the new bridge authority, updated demographics analysis, team roles, outreach strategies during design, key messages, and schedule.
 - Include scheduled and detailed information on media campaigns and how they support the larger technical schedule and project milestones.
 - Produce and manage comprehensive list of stakeholders to engage throughout PROJECT.
- Bridge Authority Logo
 - CONSULTANT to design a logo for the Bridge Authority that can be used by the new agency on all branded materials; includes one (1) 2-hour branding meeting to discuss logo and project visual identity.
 - Update project templates to include new Bridge Authority branding.
 - Update project Look Book that sets the project identity.

Deliverable/Task:

- 6.1.1. PICP
- 6.1.2. Project Branding
- 6.1.3. Project Website

Subtask 6.2 – Strategic Communications Support

Conditions:

- The labor expense details for this scope item include certain hours for CONSULTANT staff to coordinate with AGENCY and AGENCY’s public engagement and other consultants. These hours are in addition to performance of the deliverables and activities outlined above.
- CONSULTANT will participate in up to 12 meetings with AGENCY partners for Strategic Communications as requested. Each meeting will be attended by up to two (2) CONSULTANT staff, including sub-consultant, and each will last up to one (1) hour.
- Quarterly Strategic Communications Plans will be one (1) draft and one (1) final submittal with Quarterly updates on activities and messaging.
- Strategic Communications Plan will live inside PICP.

Activities:

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

- Develop a quarterly strategic communications plan for the PROJECT that includes updated key messages and decision making.

- Lead twelve (12) quarterly Strategic Communications Meetings with the Bridge Authority to get agreement on strategic communications needs with partner agencies, regulatory agencies, and public officials as it relates to the PROJECT. Notes from the meetings to be included within the Strategic Communications Plans.
- Produce communications materials that support strategic communications, including factsheets, presentations, website and social media posts, etc.
- Provide direct outreach to key stakeholders as requested by the Bridge Authority.

Deliverable/Task:

6.2.1. Quarterly Communications Plan

6.2.2. Quarterly Communications Bridge Authority Meetings

Subtask 6.3 – Workshops

Conditions:

- The labor expense details for this scope item include certain hours for CONSULTANT staff to coordinate with AGENCY and AGENCY’s public engagement and other consultants. These hours are in addition to performance of the deliverables and activities outlined below.
- Deliverables will be provided two (2) times for AGENCY review and comment prior to distribution of one (1) final version.

Activities:

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

- Public Involvement Workshop with Hood River – White Salmon Bridge Authority
 - CONSULTANT to provide (one) 1 draft and (one) 1 final agenda for Public Involvement Kick Off Workshop.
 - CONSULTANT to lead a two (2) hour meeting with the new Bridge Authority to review outreach to date, discuss Bridge Authority goals and expectations for public involvement, public records law and best practices, and gain agreement on a communications approval process.
- Contact and Comment Tracking/Engagement Project Success Measurement
 - Stakeholder and Comment Tracking – regular updates to stakeholder comment log, and quarterly updates on progress and measurements of success.
 - Continue to track, code and maintain participation in engagement activities and comments received throughout the PROJECT.
 - Continue to track stakeholders who participate in outreach activities or those who would like to receive project updates throughout the PROJECT.
 - Track all comments directed to the Bridge Authority in a separate tracking list, along with responses from the project team.
 - Assist the project team with public records requests as required.
 - Regularly track engagement activities to measure the overall success of agreed upon engagement goals, including website, social media and e-newsletter impressions.
- Online Open Houses
 - CONSULTANT to provide four (4) online open house content plans, with (two) 2 drafts and one (1) final plan each; two (2) online open house events, with two (2)

- drafts and one (1) final plan each; and two (2) online open house outreach summaries.
- Four (4) online open houses to be designed, developed and managed by CONSULTANT.
- Each online open house will have an approved content plan prior to event production.
- Online open houses will focus on engaging the public and regional interested parties on project progress and decisions and seek input on bridge design and construction considerations.
- Online events to be hosted on CONSULTANT's online open house platform (station-based, with questions per station) or on StoryMaps (story-based, one survey).
- Consultant to provide a detailed summary for each online open house.
- Materials and online tools will be Americans with Disabilities Act (ADA) accessible and meet Washington and Oregon state requirements.
- Events may include online presentations with the project team via Zoom or Facebook Live.
- Public Open House Meetings
 - CONSULTANT to provide four (4) meeting plans, display boards, comment forms, and meeting summaries.
 - CONSULTANT to plan, provide coordination and facilitation of four (4) bilingual in-person Public Open House Meetings to discuss bridge progress, Bridge Authority activities and design considerations. Two (2) events must be held in Oregon and two (2) in Washington.
 - CONSULTANT to coordinate and develop meeting plans, materials and meeting guides for public open house meetings.
 - CONSULTANT to design and manage production of meeting materials such as surveys, comment forms, sign-up sheets, etc., as needed. All materials to be bilingual in English and Spanish.
 - CONSULTANT to promote open house meetings in multimedia campaigns and through project partners.
 - CONSULTANT to secure event venues, purchase food, and other event materials.
 - CONSULTANT to produce a summary for each event.
 - It is assumed that each open house event will last two (2) hours in duration and will require travel, setup and break down.
 - It is assumed that three (3) CONSULTANT staff will attend each open house event for facilitation and note taking.
- Community Workshops
 - CONSULTANT to provide workshop event plan and agenda; presentation; feedback tools, including comment forms and workshop materials; and workshop summary.
 - CONSULTANT to plan, provide coordination and facilitation of two (2) in-person workshops to discuss bridge design considerations. One (1) workshop to be held in Oregon and one (1) in Washington.
 - CONSULTANT to coordinate and develop agendas, presentation materials and meeting guides for workshop meetings.
 - CONSULTANT to design and manage production of meeting materials such as surveys, comment forms, sign-up sheets, etc., as needed.

- CONSULTANT to develop workshop invitation lists and manage the invitations for workshops.
- CONSULTANT to secure workshop venue setup, purchase food, and purchase incentives.
- CONSULTANT to produce a summary of both workshops.
- It is assumed that each workshop will last two (2) hours in duration and will require travel, setup and break down.
- It is assumed that three (3) CONSULTANT staff will attend per workshop event for facilitation and notetaking.
- CONSULTANT to host bilingual workshops at the same time and location in separate rooms.
- **Tabling and Community Events**
 - CONSULTANT to provide milestone tabling event plan, including staffing and each event's details; feedback tools, including comment forms and sign-up sheets; and tabling events summary, (one) 1 per milestone.
 - CONSULTANT to staff 12 existing community events to promote the PROJECT.
 - It is assumed that two (2) staff will set up, staff and break down each event.
 - This task includes contacting community organizations or event managers to organize event participation.
 - CONSULTANT to lead production of tabling event materials, including sign-up sheets and comment forms.
 - Each event is expected to last three (3) hours.
 - Consultant to summarize feedback received at events following each milestone's outreach.

Deliverable/Task:

- 6.3.1. Public Involvement Kick Off Meeting Bridge Authority
- 6.3.2. Stakeholder and Comment Tracking
- 6.3.3. Online Open Houses
- 6.3.4. Public Open Houses
- 6.3.5. Community Workshops
- 6.3.6. Tabling and Community Meetings

Subtask 6.4 – Public Involvement and Communications

Conditions:

- The labor expense details for this scope item include certain hours for CONSULTANT staff to coordinate with AGENCY and AGENCY's public engagement and other consultants. These hours are in addition to performance of the deliverables and activities outlined below.
- Deliverables will be provided two (2) times for AGENCY review and comment prior to distribution of one (1) final version.

Activities:

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

Media Campaigns (Multimedia)

- Bilingual Media Campaigns

- CONSULTANT to provide two (2) press releases per campaign; social media plan with posts, images, ad purchases strategy and purchasing per campaign; radio ads with up to four (4) radio stations in English and Spanish per campaign; up to three (3) informal project stories to provide to local partner newsletters and jurisdictional communications per campaign (FUTURE WORK).
- CONSULTANT to develop content and graphics and manage logistics for up to six (6) comprehensive media campaigns during the duration of this contract. Campaign communications to include:
 - Traditional press releases with images and videos
 - Social media plan with posts, images, ad purchases strategy and purchasing
 - Radio ads with up to four (4) radio stations in English and Spanish
 - Informal communications support, including stories for local partner communications and interviews for local media
 - Coordination with the AGENCY to assure messaging for the PROJECT is included in Port Communications.
- On-Going Project Communications Support
 - CONSULTANT to provide updated media strategy, including social media posts, monthly communications for stakeholder email and partner communications, and talking points for the team; and tracking media coverage for the PROJECT.
 - Production of articles or stories to be posted to the project website.
 - Production of media releases in addition to those being produced with the bilingual media campaigns. These media releases will tell local and regional media outlets important information about project progress and decisions.
 - Production of monthly e-newsletters to provide updates on project progress.
 - Production of a monthly handout material to be provided to Bridge Authority members and the AGENCY and to be plotted into displays boards to be posted at the Hood River and White Salmon libraries.
 - Develop and submit media releases on important project updates to local and regional media and nonprofit organizations.
 - Tracking of media contacts, print and press key dates and timelines; and tracking media coverage for the PROJECT.
- Videos
 - CONSULTANT to provide six (6) draft and one (1) final video file per video; also made available on CONSULTANT's vimeo account; B-roll footage and all video files per video or at the completion of year 1 (FUTURE WORK).
 - CONSULTANT to produce a series of videos to support project communications and outreach. Videos can supplement content on social media, online open houses, and with community presentations.
 - CONSULTANT to contract with Story Gorge to produce six (6) videos throughout the duration of the contract to tell important stories related to the bridge relevance in the Gorge and to demonstrate bridge replacement progress. Story Gorge to get approval on video concept, a storyline, and a draft video prior to completing each video.
 - CONSULTANT to supplement project video needs with up to 12 succinct videos for use in online open houses, social media, and the website.
- Factsheets
 - CONSULTANT to provide draft and one (1) final factsheet per factsheet; up to 12 total.

- CONSULTANT to design and produce 18 factsheets over the contract duration for use at legislative meetings in state capitols and Washington DC. These are in addition to the monthly factsheets being produced that illustrate project progress.
- CONSULTANT to confirm messaging and needs with the Bridge Authority and Project Manager.
- Factsheets are assumed to be a double-sided 8.5 x 11-inch material.
- Social Media
 - Management of three (3) social media accounts for the PROJECT, including Facebook, Twitter and LinkedIn.
 - It is expected the CONSULTANT will post a minimum of one (1) post per week on Facebook and Instagram. The Consultant will post monthly on LinkedIn.
 - CONSULTANT responsible for the management and response to public comments on accounts.
- Project Website
 - Maintain a bilingual project website.
 - The website will be updated a minimum of every two (2) weeks to inform the community about the PROJECT, Bridge Authority activities, public input opportunities and what is being considered with the design and other important project topics.
 - Consulting team to review the website quarterly with the team to ensure that it is still meeting the project needs.
 - Website content, images and formatting to meet all Oregon and Washington state ADA guidelines.

Deliverable/Task:

- 6.4.1. Bilingual Campaigns
- 6.4.2. Ongoing Project Communications Support
- 6.4.3. Videos (includes six (6) Story Gorge Videos)
- 6.4.4. Factsheets
- 6.4.5. Social Media
- 6.4.6. Website

Subtask 6.5 – Meetings

Conditions:

- Meetings to be held in-person or online; travel required.
- CONSULTANT will provide three (3) staff at each meeting.

Activities:

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

- Hood River-White Salmon Bridge Authority Meetings
 - Attend and present on public involvement activities to the Bridge Authority at regularly occurring meetings.
 - CONSULTANT is expected to attend Bridge Authority meetings every two (2) weeks.
 - It is assumed that two (2) Public Engagement Consultants will attend each meeting.

- CONSULTANT to submit materials for review prior to each Bridge Authority meeting for inclusion in the meeting packet.
- Stakeholder Advisory Committee Meetings
 - Prepare agenda for and facilitate up to ten (10) Stakeholder Advisory Committee meetings to discuss bridge aesthetics, multimodal transportation needs, and other design considerations.
 - CONSULTANT to support the Bridge Replacement project team in recruiting stakeholders for the committee.
 - CONSULTANT to develop the committee charge and operating protocols.
 - CONSULTANT to ensure all committee materials are posted to the project website.
 - It is assumed that two (2) Public Engagement Consultants will attend each meeting and each meeting will last two (2) hours in duration.
 - Meetings may be held in-person or online.
 - CONSULTANT to schedule meeting locations, purchase refreshments and stipends, print materials and ensure room is set up correctly for each meeting.
 - CONSULTANT shall produce a meeting summary at the conclusion of each meeting.
- Task Lead Meetings
 - Attend and present on public involvement activities to other project task leads at regularly occurring meetings.
 - CONSULTANT is expected to attend task lead meetings every month.
 - It is assumed that one (1) Public Engagement Consultant will attend each meeting.
- Communications Team Meetings
 - Lead weekly Communications Team meetings to review and discuss project-specific communications and outreach activities.
 - CONSULTANT is expected to provide an agenda and materials in advance of each meeting.
 - CONSULTANT is responsible for scheduling Communications Team meetings.
 - It is assumed that up to three (3) Public Engagement Consultants will attend each meeting.
 - Meeting notes to be captured within the Project OneNote notebook.
- Consultant Team Meetings
 - Attend and be prepared to present at other project-related meetings with Team Leads, Stakeholders and Project Partners to support project communications and outreach activities.
 - It is assumed that no more than two (2) Public Engagement Consultants will attend each meeting.

Deliverable/Task:

- 6.5.1. Bridge Authority Meetings
- 6.5.2. Stakeholder Advisory Committee Meetings
- 6.5.3. Task Lead Meetings
- 6.5.4. Communications Team Meetings
- 6.5.5. Consultant Team Meetings

TASK 7 – FUNDING, FINANCE AND TOLLING (FFT)

CONSULTANT will collaborate with AGENCY to develop and maintain up-to-date project financial plans, including cash flow models and financial and economic analyses. CONSULTANT shall conduct workshops and meetings as necessary to identify and refine funding, finance options, and develop a final Project Financial Plan once all funding is in place. CONSULTANT will support AGENCY in efforts to secure funds and financing, including preparation of grant applications, lobbying support, toll program analysis meeting facilitation, etc. CONSULTANT will support public outreach and engagement efforts relative to funding and financing for the PROJECT. CONSULTANT will coordinate with traffic and revenue (T&R) consultants retained by others and, if necessary, will conduct or assist in the procurement of T&R services for the PROJECT. CONSULTANT will liaison with the Build America Bureau staff relative to Transportation Infrastructure Finance and Innovation Act (TIFIA) financing and will interface as necessary with the AGENCY Financial Advisors in the preparation of Letter of Interest (LOI) and financing applications. CONSULTANT will prepare reports and attend meetings as required or requested.

Subtask 7.1 – Financial Planning, Modeling and Scenarios

Conditions:

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

Activities:

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

- Develop and maintain comprehensive Project Financial Plan
 - Deep-dive evaluation of current budgets, financial plans, and funding commitments/agreements.
 - Funding source evaluation of all relevant potential federal, state, and local sources. Analysis will include an evaluation of federal grant programs and development of a funding matrix.
 - Project Financial Plan will be a living document that will be updated as the PROJECT develops.
 - Financial Analysis for feasibility and debt capacity scenarios, including toll finance simulations.
 - Funding and cash flow model to document funding sources and scenarios and include cash flow projections.
 - Consult and liaison with AGENCY Municipal Advisor as appropriate and necessary.
 - Provide the following services as necessary: Assist and advise on review of existing policies and development of recommendations for new or revised policies; advise on matters related to funding and grant applications; participate as requested in calls or meetings with Project Management Team, stakeholders, Build America Bureau, and others; advise as requested on issues of governance; assist with development of TIFIA and federal funding strategy; timing; LOI strategy; equity strategy; review traffic and revenue study.

Deliverable/Task:

- 7.1.1. Project Financial Plan
- 7.1.2. Funding and Cashflow Analysis

Subtask 7.2 – FFT Workshops

Conditions:

- Workshops will be two (2) hours and will have the option to be attended both virtually and in-person
- Each workshop attended by up to five (5) CONSULTANT personnel and AGENCY representatives as agreed.

Activities:

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

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

Deliverable/Task:

- 7.2.1. FFT Workshops

Subtask 7.3 – Competitive Grant Services

Conditions:

- Comprehensive application development includes development of project narrative, update of benefit-cost-analysis and supporting materials for application submission.
- Four (4) Grant Applications.
- Maximum of four (4) active grants.

Activities:

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

- Grant Applications – Prepare applications for signature and submit on behalf of the AGENCY.
 - Identify and track new additional grant opportunities.
 - Advocacy – Support legislative and agency advocacy in support of grants and/or TIFIA, Bonding or other financing mechanisms as identified.
 - Grant Agreements – Negotiate and document grant agreements. Prepare documentation for execution by AGENCY.
 - Grant Administration and Reporting –
 - Develop processes and procedures for tracking costs, allocating expenses, and filing reports.
 - Prepare and file required reports, support audits, and provide support accounting for grant funds.
-

- TIFIA application support –
 - Consultations with Build America Bureau
 - Consultations with AGENCY Municipal Advisor
 - Consultations with AGENCY Bond Counsel
 - Develop and submit TIFIA letter of interest with detailed project description (Purpose and need, Scope, Schedule, Budget, Conceptual Design), project financial plan (ID of dedicated revenue source, Status of all funding requested), status of environmental review, and preliminary credit rating opinion letter
 - Develop and Support TIFIA Loan Application
 - Support TIFIA creditworthiness review process
 - Support Credit Rating Agency review for both indicative and final credit ratings
 - Support development of TIFIA financing agreement
- Benefit Cost Analysis (BCA) – CONSULTANT will provide a new BCA in 2023 and updates to the BCA as necessary in subsequent grant cycles for different grant programs.

Deliverable/Task:

- 7.3.1. Grant Applications
- 7.3.2. Grant Advocacy
- 7.3.3. Grant Agreements, Administration and Reporting
- 7.3.4. Draft TIFIA Letter of Interest
- 7.3.5. TIFIA Loan Application
- 7.3.6. Benefit Cost Analysis

Subtask 7.4 – Traffic and Revenue Study Support

Conditions:

- Assist Hood River – White Salmon Bridge Authority (HRWSBA) in procurement of T&R consultant to produce investment-grade T&R study in support of TIFIA or other financing.
 - Eight (8) HRWSBA/BSWG Workshops
 - Up to eight (8) initial scenarios and two (2) final scenarios for detailed analysis

Activities:

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

- Traffic and Revenue Study Support
 - Prepare Scope of Work and Technical Specifications for procurement of T&R Consultant.
 - Execute procurement, review proposals, and support selection of T&R Consultant.
 - Compile and provide data to support T&R Study.
 - Support Technical Advisory Committee.
 - Ensure that process is compatible with AGENCY’s future T&R needs.
 - Use data and results to support AGENCY’s Revenue Optimization Plan.
 - Meetings as necessary to accomplish above referenced activities.
 - Review and provide input as appropriate on all memoranda and reports.
- Hood River – White Salmon 10-Year Toll Program
 - Develop revenue goals to meet funding and financing needs of the PROJECT.

- Develop revenue scenarios for Board consideration.
- Build revenue evaluation model to evaluate the multiple revenue scenarios and understand impacts to financing capacity and project funding.
- Hold revenue evaluation workshop with AGENCY to review scenarios and identify preferred alternative.
- Develop in coordination with T&R team.
- Develop materials to support Public and stakeholder engagements.
- Present detailed analysis of most viable scenarios to Board.
- Develop material to support messaging of future toll increase.

Deliverable/Task:

- 7.4.1. T&R Procurement
- 7.4.2. HRWSBA 10-year Tolling Program Report

Subtask 7.5 – Meetings

Conditions:

- Eight (8) Briefings and engagement with AGENCY and BSWG Commissioners/HRWSBA and staff outside of monthly meetings.
- Eight (8) Briefings and engagement with stakeholders outside of ones listed in Task 1.
- Four (4) Briefings, engagement and develop collateral material to support lobbying efforts.
- Monthly, to include attendance and presentation at Board meetings (36 meetings).
- Attendance at selected meetings by specialty CONSULTANT personnel (six (6) meetings).

Activities:

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

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

Tasks:

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

Subtask 7.6 – Toll System Design and Procurement

Conditions:

- Assumes the AGENCY will procure roadside and back-office tolling systems and services separately and outside of the PDB contract.

Activities:

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

- Participate in preliminary design process to determine toll system parameters, design criteria and constraints.
- Develop system specifications and requirements for roadside and back-office systems.
- Develop cost estimates and selection criteria.
- Develop procurement documents for roadside and back-office toll systems.
- Assist AGENCY with review of proposals and selection of vendor(s)/Integrator(s) for roadside and back-office toll system.

Deliverable/Task:

- 7.6.1. Concept of Operations and Design
- 7.6.2. System specifications and requirements
- 7.6.3. Procurement

TASK 8 – DELIVERY METHOD

Subtask 8.1 – Delivery Method Analysis

Conditions:

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

Activities:

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

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

- Participate in regular coordination meetings with AGENCY.

Deliverable/Task:

8.1.1. ~~Delivery Method Analysis Report due 2/1/2023.~~ Completed

Subtask 8.2 – **Delivery Method Workshop**

Conditions:

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

Activities:

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

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

Deliverables:

8.2.1. ~~Meeting Materials (Agenda, Notes and Action items) as per CONSULTANT DELIVERABLE STANDARDS.~~ Completed

Subtask 8.3 – **Industry Outreach**

Conditions:

- The Request for Information (RFI) document will be approximately 10 pages in length and will outline the purpose of the RFI, details about the PROJECT, goals of the PROJECT, status of key approvals and project development, tolling considerations, project delivery methods under consideration, the types of information being requested and whether subsequent one-on-one meetings are being considered to engage in follow-up discussions with interested industry firms.
- Up to eight (8) RFIs will be received by AGENCY for review and summary by CONSULTANT.

- CONSULTANT will identify up to two (2) industry events, to be hosted at AGENCY facility or at an offsite conference or facility hosted by others, relevant to bridge construction and alternative delivery methods. Each event will be attended by up to two (2) CONSULTANT staff and could include up to one (1) hour of presentation and four (4) individual two (2)-hour meetings with industry teams.

Activities:

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

- Prepare a RFI document and process that outlines the project scope and solicits written responses from industry on project delivery options, risk matters and questions.
- Review and summarize RFI responses submitted to AGENCY by others.
- Facilitate and participate with AGENCY at up to two (2) industry outreach events, which could include presentation of the PROJECT to an audience of industry representatives or meetings with individual entities, including design or construction companies that are interested in future construction-related delivery of the PROJECT. The purpose of each industry outreach event will be to inform industry about the PROJECT and seek industry input on project delivery options, risk matters and questions. This industry outreach will be considered as part of the project delivery analysis and recommendations in Subtask 8.1.

Deliverable/Task:

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

TASK 9 – ENVIRONMENTAL AND REGULATORY

Subtask 9.1 – Environmental Coordination (NEPA) – Additional Effort

Conditions:

- Two (2) CONSULTANT staff will attend up to eight (8) National Environmental Policy Act (NEPA) coordination meetings with Agency, Project NEPA team, and regulatory agencies.
- Each of the individual NEPA coordination meetings will not exceed two (2) hours of CONSULTANT Environmental Lead time and will be conducted virtually.
- CONSULTANT will support the AGENCY with NEPA meetings but will not prepare agendas or meeting materials. Time under this subtask is for meeting attendance only.
- Effort anticipates Record of Decision (ROD) to be obtained by November 30, 2023. CONSULTANT efforts beyond this date or beyond the assumptions above will be completed through a future Detailed Work Plan.

Activities:

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

- Coordinate with Agency and the Project NEPA team to track remaining environmental coordination, decisions, and deliverables associated with the completion of the NEPA process and issuance of the NEPA Record of Decision.
- Attend up to eight (8) NEPA coordination meetings, including, but not limited to, Section 4(f), Tribal Coordination, Section 106, and National Marine Fisheries Service (NMFS) Biological Opinion meetings to track PROJECT environmental compliance and support future regulatory compliance.
- Update the Project Environmental Compliance Plan as necessary based on information obtained during NEPA coordination efforts.

Deliverable/Task:

9.1.1. NEPA Coordination Meeting Materials (Agenda, Notes and Action items as per CONSULTANT DELIVERABLE STANDARDS

Subtask 9.2 – Environmental Compliance Plan

Conditions:

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

Activities:

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

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

Deliverable/Task:

9.2.1. ~~Environmental Compliance Plan due 12/1/2022~~ — Completed

Subtask 9.3 – Environmental Compliance Workshop

Conditions:

- The Environmental Permitting Workshop will be attended by AGENCY and up to four (4) CONSULTANT team members.
- The Environmental Permitting Workshop will last up to eight (8) hours, inclusive of travel, and will be conducted in person in Hood River.
- CONSULTANT will prepare the workshop agenda, coordinate with participants to schedule the workshop, and provide Workshop meeting notes to participants.

Activities:

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

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

Deliverable/Task:

9.3.1. ~~Meeting Materials (Agenda, Notes and Action items) as per CONSULTANT DELIVERABLE STANDARDS~~ — Completed

Subtask 9.4 – Regulatory Agency Coordination

Conditions:

CONSULTANT's cultural resource staff will provide oversight of the Design-Builder's cultural resources team (CRT).

- CONSULTANT's cultural resource staff shall attend up to 10 coordination meetings with the Design-Builder and applicable regulatory agency staff and AGENCY under this Scope of Work to include U.S. Coast Guard, Columbia Gorge Commission, U.S. Army Corps of Engineers (USACE), National Park Service (Columbia River Gorge Scenic Area), Oregon Park and Recreation (Oregon State Historic Preservation Office (SHPO)), and Washington Department of Archaeology and Historic Preservation (DAHP).
- One (1) CONSULTANT staff shall attend the regulatory agency coordination meetings.
- Regulatory agency coordination meetings shall last up to five (5) hours, inclusive of travel, and shall be conducted in person in Hood River.

- Labor for regulatory agency coordination, outside of in-person coordination meetings, shall be limited to 20 hours for CONSULTANT.

Activities:

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

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

Deliverable/Task:

9.4.1. Regulatory Agency Coordination Meeting Materials (Agenda, Notes and Action items) as per CONSULTANT DELIVERABLE STANDARDS

Subtask 9.5 – Tribal Coordination

Conditions:

- CONSULTANT will coordinate with AGENCY and continue development of treaty memoranda of agreement (MOAs) with the following tribes:
 - Confederated Tribes and Bands of the Yakama Nation (Yakama Nation)
 - Confederated Tribes of the Warm Springs Reservation of Oregon (Warm Springs)
 - Confederated Tribes of the Umatilla Indian Reservation (Umatilla)
 - Nez Perce Tribe
- CONSULTANT will arrange for and hold quarterly coordination meetings with each of the four (4) tribes, each attended by up to two (2) CONSULTANT staff, including sub-consultant.
 - In-person meetings whenever possible, with virtual optional for those who cannot attend in person. Meetings could be with Fisheries or Natural Resources Committees, or with Tribal Council of each treaty tribe.
 - Each meeting is assumed to be two (2) hours in length.
 - Meet with Tribal Employment Rights Office (TERO) officials for each of the four (4) treaty tribes.
 - Meet with Columbia Pacific Building Trades Council (CPBTC) staff to coordinate pre-apprenticeship programs with local and tribal workforce development.
- CONSULTANT will coordinate with and attend bi-weekly coordination meeting with AGENCY officials for development of treaty MOAs.
- CONSULTANT will coordinate with the AGENCY to provide contact information for key tribal officials of the identified tribes and to develop background information about the previous discussions or correspondence with elected officials.

Activities:

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

- Tribal Coordination Support

- Implement a Tribal Coordination Plan that includes a briefing with each tribe, defines project roles for tribal coordination, and provides information on stakeholders and other organizations impacted by the PROJECT.
- Provide AGENCY tribal contacts and develop a tracking sheet.
- Identify temporary and permanent impacts to the tribal fishers resulting from bridge construction. Advise AGENCY on ways to mitigate impacts, resolve potential conflicts between tribes, and identify mitigation measures due to loss of fishing access during construction, both at the government level and at the staff level.
- Assistance with Development of MOAs
 - Continue development of final MOAs for four (4) Treaty Tribes and respond to comments.
 - Advise AGENCY on how to approach tribes about potential sensitive issues.
 - Provide updates during negotiations using a project map with fishing exclusion zone identified and identify potential mitigation measures.
 - Continue development of draft mitigation strategy for fishing impacts, to be presented to each tribe for negotiation and inclusion in the draft MOA specific to each tribe.
 - Assist on identifying temporary and permanent impacts from new bridge construction to the White Salmon Treaty Fishing Access Site and other tribal cultural resource sites.
 - Advise on how to approach the tribes with potential mitigation solutions.
 - Assist in refining development of temporary exclusion zone concept for mitigating impacts to bridge construction on fishing access locations.
 - Advise AGENCY on a methodology for quantifying economic impacts and providing workforce development opportunities due to lost fishing time and reduced fishing spots and net anchorages.
 - Make recommendations to AGENCY on legal and/or economic support in drafting and negotiating MOAs.
- Cultural Training
 - Provide training to staff new to the PROJECT, including Design-Builder, on the history and differences of the tribes in the Columbia River Gorge, fishing and first foods practices, history and development of the In-lieu and Treaty Fishing Access Sites, and other issues the tribes may raise with respect to the Bridge Replacement.
 - Provide training to staff new to the PROJECT related to the four (4) Treaty Tribes in preparation for coordination efforts associated with the finalization of the Treaty Tribe MOAs.
- Other Tribal Coordination Support
 - Assist with coordination of potential Native American elements or motifs that can be incorporated into the bridge design.
 - Identify and coordinate temporary and permanent impacts from bridge design and construction during preliminary engineering.
 - Develop maps associated with temporary and permanent impacts from preliminary engineering.
 - Review AGENCY's existing monitoring plan and provide comments.
 - Advise AGENCY on how to resolve comments from the tribes.
 - Provide input to PROJECT's Action Item Log and Risk Register.

- Provide grant writing and application support for efforts associated with Tribal elements (economic and workforce development).
- Provide Tribal Workforce Development support.
- Archaeological Monitoring by Tribal staff. Professional archaeologist monitoring, by Design-Builder CRT, is also required and addressed below in Subtask 11.2 and beyond.
 - Review existing Inadvertent Discovery Plan and any associated MOA's prepared to date by WSA, ODOT, or WSDOT.
 - Provide tribal archaeological monitoring of geotechnical exploration in conjunction with Design-Builder CRT.
 - Design-Builder CRT to prepare daily field notes describing work done and results.
- Preliminary Engineering Coordination
 - Develop mitigation measures and recommendations associated with temporary and permanent impacts to support preliminary engineering.

Deliverable/Task:

- ~~9.5.1. Tribal Coordination Plan due 09/30/2022~~ – Completed
- ~~9.5.2. Cultural Training no later than 11/10/2022~~ – Completed
- 9.5.3. Tribal Coordination Meeting Materials (Agenda, Notes and Action items) as per CONSULTANT DELIVERABLE STANDARDS
- 9.5.4. N/A
- 9.5.5. Draft and Final Summary Report of Archaeological Findings
- 9.5.6. Tribal Coordination Draft MOAs and Tribal Coordination

Subtask 9.6 – Railroad Coordination See Sub-Task 14.3, 15.3, 16.3

Conditions:

Activities:

Deliverable/Task:

- ~~9.6.1. Railroad Coordination Meeting Materials (Agenda, Notes and Action items) as per CONSULTANT DELIVERABLE STANDARDS~~

Subtask 9.7 – Geotechnical Investigations Regulatory Permitting

Conditions:

- The PROJECT will qualify for a USACE Nationwide Permit 6 for survey activities.
- Geotechnical investigations will not affect wetlands. No fieldwork will be required by Contractor to complete the permitting work.
- Individual Section 401 water quality certifications will be required from DEQ and Ecology.
- The PROJECT will result in no effect on Endangered Species Act (ESA)-listed species and will not require an individual ESA consultation with NOAA Fisheries or the U.S. Fish and Wildlife Service (USFWS).
- A Biological Assessment will not be required for geotechnical investigations.

- A Design-Builder CRT archaeologist or geoarchaeologist shall monitor and/or review soil and geotechnical borings conducted in the Columbia River bottom area for evidence of buried archaeological deposits and/or undisturbed original landforms. If either are determined to be present, the Design-Builder CRT shall design and implement an archaeological testing strategy for the horizontal and vertical footprint of the bridge supports and construction work limits.
- No resource mitigation will be required for geotechnical site investigations.
- The activity is exempt from State Environmental Policy Act (SEPA), Shoreline Management Act (Revised Code of Washington (RCW) 90.58.030), and local agency permitting requirements.
- CONSULTANT will attend up to two (2) meetings as required with AGENCY staff and/or regulatory agency staff in Hood River to discuss permitting details.
- AGENCY will be responsible for all permit application fees.
- Joint Permit Application (JPA)/Joint Aquatic Resources Permit Application (JARPA) coordination will include up to six (6) figures.
- No effect letter will include up to four (4) figures.
- Consultant will provide up to twelve (12) hours of post-application coordination with USACE, WDFW, DSL, DEQ, Ecology, DNR, and City of White Salmon.
- CONSULTANT will provide up to eight (8) hours of post-application coordination with the Design-Builder CRT, Oregon SHPO, and/or DAHP, as applicable.

Activities:

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

- Prepare permit applications and documentation necessary to secure permits to conduct in-water geotechnical investigations necessary for advancing project design. Applications will include:
 - US Army Corps of Engineers (USACE) Section 404 Nationwide Permit No. 6 – Survey Activities. USACE cultural resources staff must be consulted in order to fulfill applicable provisions of Section 106 of the National Historic Preservation Act and (current) special USACE-only cultural resources permitting (33 CFR Part 325, Appendix C).
 - National Marine Fisheries Service (NMFS) Standard Local Operating Procedures for Endangered Species (SLOPES) 5 Programmatic Biological Opinion Compliance
 - Oregon Department of Environmental Quality (DEQ) Section 401 Water Quality Certification
 - Oregon Department of State Lands (DSL) – Waterway Authorization
 - Washington Department of Ecology (Ecology) Section 401 Water Quality Certification
 - Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA)
 - Washington Department of Natural Resources (DNR) Aquatic Land Use Authorization/Easement
 - Written State Environmental Policy Act (SEPA) exemption from City of White Salmon
 - Written Shoreline Substantial Development exemption from City of White Salmon

- Coordinate with USACE and appropriate fish and wildlife agencies to obtain an in-water work window variance that extends the Columbia River’s in-water work window to spring, summer, and fall seasons.
- Prepare necessary permitting information including a JPA/JARPA and figures. Applications will include:
 - Necessary supplemental forms
 - Aquatic survey
 - PROJECT background information
 - Best Management Practices (BPMs)
 - Cultural resources information (see above 33-CFR-325 Appendix C)
 - No effect memorandum for ESA compliance
- Coordinate with permitting agencies to authorize in-water geotechnical borings in 10 locations.
- Prepare exemption applications for submittal to City of White Salmon.
- Prepare Shoreline Substantial Development Permit.

Deliverable/Task:

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

Subtask 9.8 – Preliminary Permits

Conditions:

- CONSULTANT will hold up to three (3) coordination meetings with the National Park Service (NPS), Oregon Parks and Recreation Department (OPRD), and AGENCY. Up to two (2) CONSULTANT staff, including sub-consultant, will attend meetings that will average three (3) hours, inclusive of travel.
- CONSULTANT coordination time with prospective Section 6(f) mitigation site landowners is limited to six (6) hours.

Activities:

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

- Coordinate with NPS and OPRD to determine current Section 6(f) resource boundary.
- Determine the potential extent of permanent adverse modification to Section 6(f) areas from the PROJECT.
- Coordinate with the AGENCY, NPS, and OPRD to determine potential Section 6(f) mitigation opportunities within the project area.
- Support AGENCY coordination with potential mitigation site landowners.
- Submit basic project information for USACE to determine proper Section 408 information needed for full Section 408 permission.
- Coordinate with USACE to determine Section 408 permission requirements associated with impacts to the Columbia River navigation channel.

- Coordinate with AGENCY and design team regarding design and construction information needed for USACE Section 408 permission.

Deliverable/Task:

- 9.8.1. Preliminary Section 6(f) and Section 408 permitting coordination and Section 6(f) boundary determination

TASK 10 –RIGHT OF WAY (ROW)

Subtask 10.1 – Acquisition Plan

Conditions:

- A separate Detailed Work Plan will be developed if a need for property acquisition and acquisition services is identified.
- Sub-consultant shall provide labor, equipment and materials to provide acquisition support for the PROJECT by obtaining title reports, rights of entry, appraisal reports and acquisition services for properties identified by the team.
- R/W activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, on both ODOT and WSDOT Requirements, policies and procedures.
- Assume two borings, two CPTs on Oregon land (AGENCY right of way).
- Assume 10 in-water borings (five (5) on Oregon side, five (5) on Washington side).
- Assume one boring on Washington land (WSDOT right of way).

Activities:

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

- Provide AGENCY a Right of Way Acquisition Plan for the right of way process, including State and Federal Requirements that must be followed.
- Identify parcels needed for the Geotech Scope defined in this Amendment project. Order and review Preliminary Title Reports for ownership and encumbrances. Coordinate with the project team on investigations determining ownership. Complete additional research if additional information is needed. Provide report identifying existing easements and potential needs. This work would include:
 - Research River ownership and report.
 - Review the legal descriptions for each property.
 - Review Assessors data for each property.
 - Obtain owner contact information.
- Provide an acquisition plan and preliminary schedule for the right of way process following State and Federal Guidelines.
- Prepare rights of entry documents for sites needed for drilling explorations, if needed.

Deliverable/Task:

- 10.1.1. ~~Right of Way Acquisition Plan due~~ — Completed
- 10.1.2. ~~Right of Way Needs Memo~~ — Completed

Subtask 10.2 – Appraisals

Conditions:

- A total of 35 appraisals to be completed on both the Oregon and Washington sides of the bridge.
- CONSULTANT will order appraisals.
- The appraiser must follow state and federal requirements on each side of the river and must also conform to the standards of appraisal practices.
- Appraiser to send out 15-day letter certified and maintain a diary to be included in the appendix along with a copy of the 15-day letter.
- The appraisals prepared by an MAI that is licensed in either both States or the specific State he/she is working in.
- An Appraisal review will be completed by a separate independent licensed appraiser.
- Design-Builder will provide legal descriptions, exhibit maps and construction plans for all properties.

Activities:

- Appraiser will complete an appraisal for each of the 35 parcels identified.
- Appraisal review will be completed on each appraisal.

Deliverable/Task:

10.2.1. Appraisals and appraisal reviews

10.2.2. Title Reports

Subtask 10.3 – Acquisition

Conditions:

- 35 partial acquisitions.
- Appraisals and appraisal reviews completed.
- Agency will approve offer amounts.

Activities:

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

- Prepare a project information letter and send it to each property owner prior to the appraiser sending the 15-day letter.
- Prepare an offer package which contains the appraisal, the offer-benefit letter, any relocation benefits, a copy of the documents to be executed, an agency disclosure letter and a W-9. Offer packet will contain construction plans, exhibits and legal descriptions.
- Contact the property owner to set up an appointment to meet in person to present the agency's offer. If the owner is unavailable to meet, send the offer packet certified and by regular mail to the owner.
- Continue to work with owners until agreement is reached and documents are signed and notarized.
- Present any concerns to the agency if the owner will not reach agreement and review settlement proposals.

- Once the owner has signed and the file is complete, send the closed file to the agency for payment and recording.
- Consultant will track each acquisition and update the agency on a regular basis.
- Return the acquisition file to the AGENCY for any property owner that refuses to sign. AGENCY to determine the next steps.

Deliverable/Task:

10.3.1. 35 Completed Acquisition files

Subtask 10.4 – Relocation

Conditions:

- It has been determined that occupants for one property will be displaced.

Activities:

- Conduct an occupant interview to determine who is being displaced and what the needs of the displacee will be.
- Provide advisory services to each non-residential displacee identified—could be more than one business affected.
- Prepare proper notices, including eligibility notice to the occupants.
- Meet with those that are displaced and provide written explanation of the benefits they will receive.
- Assist the relocatees with obtaining moving estimates.
- Assist the relocatees with filing claims for reimbursement.
- Complete vacation inspection once consultant has been notified that the property has been vacated.
- Complete closing report for the relocation.

Deliverable/Task:

10.4.1. Relocation of occupants for one property

TASK 11 – ENGINEERING

Subtask 11.1 – Preliminary Engineering

Conditions:

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

Activities:

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

- Support development of a report and recommendation on project delivery method.
- Develop engineering content for or provide engineering review of procurement documents developed under TASK 13 – CONTRACTING.

Deliverable/Task:

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

Subtask 11.2 – Geotechnical Explorations

Conditions:

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

Activities:

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

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

Deliverable/Task:

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

Subtask 11.3 – Site Reconnaissance

Conditions:

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

Activities:

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

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

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

Deliverable/Task:

No Deliverables are expected for this Subtask.

Subtask 11.4 – Subsurface Exploration Plan and Permit Support

Conditions:

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

Activities:

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

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

Deliverable/Task:

11.4.1. Subsurface Exploration Plan

Subtask 11.5 – Subsurface Explorations and Testing

Conditions:

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

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

Activities:

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

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

Deliverable/Task:

11.5.1. Subsurface Explorations Reporting

Subtask 11.6 – Laboratory Testing

Conditions:

- All rock cores shall be photographed prior to testing.
- In addition to standard testing of soil and rock samples, up to four (4) suites of cyclic direct simple shear (CDSS) testing on undisturbed samples of fine-grained soils

- focused on the in-water borings, and up to two (2) Cerchar Abrasivity Index tests on rock core sample are also anticipated.
- AGENCY shall provide a location to store samples through duration of construction.

Activities:

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

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

Deliverable/Task:

No deliverables are expected as part of this Subtask.

Subtask 11.7 – **Geotechnical Data Report**

Conditions:

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

Activities:

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

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

Deliverable/Task:

- 11.7.1. Draft Geotechnical Data Report
- 11.7.2. Final Geotechnical Data Report

Subtask 11.8 – **Preliminary Geotechnical Analysis and Memorandum**

Conditions:

- The analysis shall include the following key geotechnical issues:
 - Seismic design criteria
 - Up to three (3) seismic site response profiles
 - Seismic and geological hazards
 - Development of geologic profile for proposed bridge alignment
 - Liquefaction and lateral spread analyses for existing conditions
 - Limited equilibrium analyses and Newmark-based deformation analyses for existing conditions
 - North and South approaches static and seismic stability and settlement
 - Mitigation alternatives for seismic and geologic hazards
 - Conceptual-level ground improvement options and footprint
 - Limit equilibrium analyses and Newmark-based deformation analyses for conceptual ground improvement footprint and target deformation
 - Preliminary deep foundation options, including drilled shafts and driven piles

- Estimates of axial and lateral capacity for up to four (4) foundation types/diameters for up to five (5) representative pier locations
- Memorandum is at conceptual/preliminary design level of effort.

Activities:

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

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

Deliverable/Task:

11.8.1. Preliminary Geotechnical Analysis and Memorandum

Subtask 11.9 – **Meetings**

Conditions:

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

Activities:

No specific Activities for this Subtask.

Deliverable/Task:

11.9.1. E-mail meeting summaries as appropriate

Subtask 11.10 – **Contract Management**

Conditions:

No specific Conditions for this Subtask.

Activities:

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

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

Deliverable/Task:

11.10.1. Monthly invoices & Progress Reports

Subtask 11.11 – **Optional Services**

Conditions:

Activities:

Deliverable/Task:

Subtask 11.12 – **Utility Relocation**

Conditions:

- Notwithstanding the results of the records check and/or surface survey, all ground-disturbing operations must be monitored by both Tribal and Design-Builder CRT staff.

Activities:

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

- Research and gather available existing record drawing information from franchise utilities.
- Prepare a summary of potential utility conflicts in a tabular form to include name of public or private utility company affected; description of conflict; action to be taken to resolve conflict.
- Perform utility coordination, including document reviews.
- Contact known utility providers to verify existing infrastructure.
- Identify needs for MOA with utility owners and local jurisdictions.
- Summarize potential utility conflicts and potential areas that would benefit from future pothole investigations.
- Develop existing utility plans.
- Prior to all ground-disturbing operations associated with utility relocations, ensure the Design-Builder CRT perform a background records search, and potentially a surface and possibly limited subsurface archaeological survey to check for the presence or absence of cultural sites. Deliverable/Task:

11.12.1. Utility Conflict Matrix

~~11.12.2. Utility Coordination Plan~~

Subtask 11.13 – **Survey**

Conditions:

- Land side only survey shall be performed in the mapped areas of the PROJECT NEPA footprint with additional coverage at the Port's marina area.
- Right of way will be from previous work.
- Project datum will be Oregon Coordinate Reference System, Columbia River East Zone (NAVD 88).
- Detailed, final design-level topographical and bathymetric survey will be part of a future authorization.

Activities:

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

- Coordinate with AGENCY on data gathering and validation of data provided by the AGENCY and other sources.
- Complete final evaluation of existing fieldwork, surveying, and as-built data to confirm PROJECT existing conditions.
- Complete final research and evaluation of right of way locations and jurisdictional boundaries.
- Develop a PROJECT Digital Terrain Model (DTM) that models the existing ground surface shape adequately to prepare base mapping with one (1)-foot interval contours.
- Using conceptual bridge design information, provide recommended fieldwork and surveying information for future work authorizations.

Deliverable/Task:

- 11.13.1. Technical Memorandum
- 11.13.2. Microstation base map

TASK 12 – CONSTRUCTION

Subtask 12.1 – **Constructability Staging Evaluation**

Conditions:

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

Activities:

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

- Identify and evaluate potential construction staging and laydown areas.
- Evaluate wind currents, river tides, staging, yard availability, casting yard, etc.
- Review logistics of access for delivering, assembling, and disassembling cranes and material.
- Review similarities/differences of construction options.
- Evaluate marine vessel traffic to define short-term (24 to 72 hour) channel closures requirements.
- Marine/Logistics Analysis.
- Prior to the identification of staging areas, the Design-Builder CRT must perform a background records search, and potentially a surface and possibly limited subsurface archaeological survey to check for the presence or absence of cultural sites. Notwithstanding the results of the records check and/or surface survey, all ground-disturbing operations must be monitored by both Tribal and Design-Builder CRT staff.

Deliverable/Task:

- 12.1.1. Summarize Constructability Staging Options

TASK 13 – **CONTRACTING**

Subtask 13.1 – **Contract Procurement**

Conditions:

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

Activities:

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

- Author contract procurement documents to support AGENCY procurements
- CONSULTANT will host a pre-proposal meeting for each procurement. Each meeting will be one (1) hour in length and be attended by three (3) project team members. CONSULTANT will prepare a presentation and manage attendance lists.
- CONSULTANT will respond to questions from proposers and prepare addendum(s) as needed.
- CONSULTANT will hold 1:1 Meetings with Proposers.
- CONSULTANT will author evaluation criteria for each procurement, train evaluators, and facilitate evaluation review meetings.

- CONSULTANT will review mandatory criteria and recommend pass/fail determination to AGENCY.
- CONSULTANT will provide an ICE for each procurement.
- CONSULTANT will provide technical support and an independent estimate validation for the level of effort needed to perform the scope defined in the PDB RFP/RFQ in support of the AGENCY's negotiations, award and execution of contracts.

Deliverable/Task:

13.1.1. Procurement Documents

Subtask 13.2 – Meetings

Conditions:

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

Activities:

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

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

Deliverable/Task:

13.2.1. Procurement Meeting Materials (Agenda, Notes and Action Items) as per CONSULTANT DELIVERABLE STANDARDS

Subtask 13.3 – Request for Proposal (RFP) Development

Conditions:

- The White Salmon Hood River Bridge Replacement Project will be procured using a one-phase Progressive Design-Build (PDB) RFP.
- The PDB will be selected using qualifications criteria and a cost component.
- RFP and PDB selection will be consistent with Oregon and Federal requirements.
- AGENCY's designated legal counsel will draft the terms and conditions and provide legal review or approvals.
- Final deliverable review assumes one internal review draft, one AGENCY/STAKEHOLDER (ODOT, Oregon DOJ, WSDOT, Local Tribes, etc.) review draft, one Industry review, and a final version for public advertisement.
- AGENCY/STAKEHOLDER review will be completed within 15 working days of delivery from CONSULTANT. Delayed response by external reviewers will affect delivery schedule.
- CONSULTANT will deliver procurement documents digitally (DOCX for drafts and PDF for final).

Activities:

- Develop supporting documents as required by Oregon State code to support procurement method.
- Author procurement documents for the PDB Contract, including:
 - Solicitation Notices
 - Instructions to Proposers, Evaluation Criteria, and Forms
 - PDB Statements of Work
 - Technical requirements include the following disciplines as needed
 - Project Management and Controls
 - Communication
 - Tribal and Stakeholder Outreach
 - Survey
 - Geotechnical
 - Environmental
 - Cultural Resources/Archaeology
 - Roadway
 - Utilities
 - Structures
 - Hydraulics
 - Landscape and Aesthetics
 - Traffic Signals
 - Illumination
 - Signing
 - Pavement Markings and Delineators
 - Intelligent Transportation Systems
 - Tolling
 - Pavement
 - Maintenance of Traffic
 - Railroad
 - Right of Way

- Develop PDB RFP reference documents and organize existing documents.
- Review and comment on PDB terms and conditions.

Deliverable/Task:

13.3.1. PDB RFP

- RFP – Agency Review
- RFP – Final Draft
- Industry and Pre-Proposal presentation and materials

Subtask 13.4 – Progressive Design-Build Contract Administration

Conditions:

- CONSULTANT will act as an agent of the AGENCY in the contract administration of the PDB contract.

Activities:

- Establish contract administration process and workflow
- Work with the Design-Builder to plan and host Partnering and Project Kick-Off meetings.
- Serve as the point of contact for correspondence, dissemination of instructions, and receipt of deliverables related to the contract. .
- Support the identification, documentation and resolution of minor disputes and facilitate the dispute escalation process.
- Monitor the Design-Builder’s subconsultant and subcontractor procurement process, provide guidance, and review subcontracts to ensure compliance with federal and state requirements.
- Monitor the Design-Builder’s implementation of its safety plan, project controls, and quality processes.
- Monitor the Design-Builder’s progress and performance to ensure conformance to the contract, state, and federal requirements and document significant events such as deficiencies, deliverables, and milestones and exercise remedies.
- Monitor for payment of prevailing wages and compliance with certified payroll requirements.
- Interpret contractual provisions and provide recommendations to AGENCY
- Review invoices for proper documentation and progress consistent with the contractual requirements and policies and procedures and recommend payment by AGENCY.
- Perform change management activities, including collaborate with AGENCY to determine entitlement for changes, evaluate potential impacts of changes, negotiate and draft contract amendments.
- Facilitate the claims process and review claims for proper adherence to notice requirements.
- Maintain contract documentation file.
- Facilitate and respond to federal and state audits as needed.
- Performing close-out activities for transition from each Phase, off-ramp, or at project completion, including acceptance of work and final deliverables such as warranties, manuals, and as-builts and processing final payment.

Deliverable/Task:

13.4.1. PDB Contract Administration

TASK 14 –Phase 1A Planning Phase

Subtask 14.1 – Design Oversight

Conditions:

- CONSULTANT will act as an agent of the AGENCY in the determination of all technical elements of the PROJECT.
- CONSULTANT will act as an agent of the AGENCY in the direct management of the Design-Builder.

Activities:

- Review Design-Builder Project Management Plan.
- Review reference information provided by the Design-Builder, including Design-Builder's verification of AGENCY-provided material.
- Support the AGENCY in the technical evaluation of any alternatives provided by the Design-Builder that are not consistent with the Preferred Alternative identified in the Final Environmental Impact Statement (FEIS).
- Review technical information provided by Design-Builder in support of pricing estimates submitted by the Design-Builder.
- Support development of CAD standards and guidelines.
- Review CAD services to support project needs.
- Support development of vertical and horizontal alignments to set final navigational clearances.
- Support development of vertical and horizontal alignments to set minimum clearance envelopes for railroad.
- Oversee advancement of engineering to develop project performance criteria and specifications.
- Oversee development of engineering to support regulatory compliance in submittal of permit applications.
- Support defining typical section elements for the PROJECT, including analysis for bicycle/pedestrian accommodation.
- Oversee development of pavement designs.
- Review Design-Builder submittals for definitions of traffic data, preliminary recommendations on lane configurations, turning lanes, and intersection control type.
- Oversee development of allowable lane/roadway closure hours.
- Oversee development of conceptual Maintenance of Traffic (MOT) plans.
- Review Design-Builder submittals during Phase 1A Planning Phase to ensure the Design-Builder addresses all comments in a satisfactory manner.
- Attend technical meetings or conference calls with the Design-Builder to resolve comments or discuss difference in interpretation of the PDB contract or provide direction on technical issues.
- Prepare on behalf of the AGENCY draft correspondence and notices that may be required under the PDB contract.

- Support the AGENCY in negotiations with the Design-Builder leading to agreement of Design-Builder scope and price for Phase 1B Pre-Construction Phase.
- Support the AGENCY with contractual protocols leading to “off-ramp” at the end of Phase 1A – Planning Phase and termination of the Design-Build agreement if imposed.
- Determine the need for Early Works Packages.
- Assist the AGENCY in the development and analysis of Early Works Package budgets.
- Assist the Owner to make any final amendments necessary to the Design-Build Contract, including the incorporation of Design-Builder-provided specifications and Technical Provisions and the adjustment of any commercial terms.
- Track and Monitor outside agencies’ (cities, counties, WSDOT, ODOT, Utilities, BNSF) performance and compliance with agreements.

Deliverable/Task:

- 14.1.1. Civil (Roadway, Pavement Markings and Delineators, Hydraulics)
- 14.1.2. Utilities & Survey
- 14.1.3. Structural (Sub-Structure, Super-Structure) and Geotechnical
- 14.1.4. Landscape and Aesthetics
- 14.1.5. Traffic (Operations, ITS, Signals, Signing, MOT, Illumination)
- 14.1.6. Toll Infrastructure

Subtask 14.2 – Constructability Oversight

Conditions:

Activities:

- Support the AGENCY in the technical evaluation of any alternatives provided by the Design-Builder that are not consistent with the Preferred Alternative identified in the FEIS.
- Review technical information provided by the Design-Builder in support of pricing estimates submitted by the Design-Builder.
- Prepare on behalf of the AGENCY draft correspondence and notices that may be required under the PDB contract.
- Support the AGENCY in negotiations with the Design-Builder leading to agreement of Design-Builder scope and price for Phase 1B Pre-Construction Phase.
- Evaluate the need for Early Works Packages and help determine priority.

Deliverable/Task:

- 14.2.1. Constructability Oversight

Subtask 14.3 – Stakeholder Coordination

Conditions:

- CONSULTANT will act as an agent of the AGENCY in the coordination and oversight of Design-Builder’s Phase 1A environmental verification and regulatory compliance tasks.

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

Activities:

- Review Design-Builder's Environmental Compliance Plan.
- Review regulatory compliance reference information provided by the Design-Builder, including Design-Builder's verification of AGENCY-provided material.
- Support the AGENCY and Design-Builder in the technical evaluation of Design-Builder's design advancements for consistency with the Preferred Alternative identified in the FEIS.
- Review Design-Builder environmental project site verification submittals during Phase 1A to ensure the Design-Builder addresses all review comments in a satisfactory manner.
- Serve as liaison for the AGENCY with regulatory agencies throughout Phase 1A.
- Attend up to 24 bi-monthly regulatory compliance coordination meetings with Agency and Design-Builder. Project team regulatory compliance coordination meetings shall last up to five (5) hours, inclusive of travel.
- Attend up to 16 quarterly regulatory compliance coordination meetings with Agency, Design-Builder, and federal, state, and local regulatory agencies. Regulatory agency compliance coordination meetings shall last up to six (6) hours, inclusive of travel.
- Review comments and feedback for Design-Builder's Environmental Compliance Plan.
- Review comments and feedback for Design-Builder environmental verification documentation submittals with AGENCY and Design-Builder.
- Review comments and feedback for Design-Builder's regulatory compliance meeting minutes.
- Oversee development of preliminary allowable lane/roadway closure hours.
- Oversee development of conceptual MOT plans.
- Support the AGENCY in coordination and discussions with BNSF and UP.
- Support the establishment of minimum horizontal and vertical clearance envelopes for existing tracks.
- Coordinate with structures design team regarding the required railroad criteria.
- Support the development of railroad mitigation agreement

Deliverable/Task:

- 14.3.1. Tribal and Cultural Resource Agency
- 14.3.2. Regulatory Compliance and Oversight
- 14.3.3. Railroad

TASK 15 –Phase 1B Pre-Construction Phase

Subtask 15.1 – Design Oversight

Conditions:

- CONSULTANT will hold coordination meetings with BNSF and Union Pacific (UP), up to six (6) total per year. Up to two (2) CONSULTANT staff, including sub-consultant, will attend meetings that will average one (1) hour.

Activities:

- Review and collaborate with the Design-Builder regarding design progression and conduct “over the shoulder” reviews of the design.
- Review the Design-Builder’s design work products as they progress from Planning Phase to the level of completeness defined in the PDB contract and needed for establishing a Guaranteed Maximum Price (GMP).
- Provide technical staff to be located in the office of the Engineer of Record as necessary to provide design oversight of project designs prior to submission for review.
- Review Design-Builder’s design quality plans.
- Assist the AGENCY by providing direction to the Design-Builder with respect to budget, affordability and potential scope optimization prior to establishing the GMP.
- Attend and contribute to Design-Builder constructability reviews (reviewing design to the materials and practices that are most efficient).
- Attend and contribute to Design-Builder’s construction phasing and logistic planning and construction packaging strategy workshops.
- Attend and contribute to Design-Builder’s value engineering and life cycle management workshops.
- Review drawings and specifications to assure conformance with the Design-Build Agreement and that all comments have been resolved. The review shall include drawings, specifications, reports, calculations, structural, civil, traffic, and hydraulics engineering to assure they are in conformance with the AGENCY’s policies, manuals, engineering bulletins, the RFP documents and applicable codes and standards.
- Bring to the AGENCY’s attention for resolution technical differences of opinion between the Replacement Bridge Management Contract (RBMC) and the Engineer of Record regarding designs or details for resolution.
- Review the Design-Builder’s submittals for Early Works Packages.
- Support the AGENCY with contractual protocols leading to “off-ramp” at the end of Phase 1B – Pre-Construction Phase and termination of the Design-Build agreement, if imposed.
- Support the AGENCY in negotiations with the Design-Builder leading to agreement of Design-Builder scope and price for Phase 2 - Construction Phase.

Deliverable/Task:

- 15.1.1. Civil (Roadway, Pavement Markings and Delineators, Hydraulics)
- 15.1.2. Utilities & Survey
- 15.1.3. Structural (Sub-Structure, Super-Structure) and Geotechnical
- 15.1.4. Landscape and Aesthetics

- 15.1.5. Traffic (Operations, ITS, Signals, Signing, MOT, Illumination)
- 15.1.6. Toll Infrastructure

Subtask 15.2 – **Constructability Oversight**

Conditions:

Activities:

- Review the Design-Builder’s design work products as they progress from Planning Phase to the level of completeness defined in the PDB contract and ensure the plans are constructable within the permit restrictions and other agreements in place for the PROJECT.
- Attend and lead the Design-Builder constructability reviews (reviewing design to the materials and practices that are most efficient).
- Attend and contribute to Design-Builder’s construction phasing and logistic planning and construction packaging strategy workshops.
- Support the AGENCY in negotiations with the Design-Builder leading to agreement of Design-Builder scope and price for Phase 2 - Construction Phase.

Deliverable/Task:

15.2.1. Constructability Oversight

Subtask 15.3 – **Coordination**

Conditions:

- CONSULTANT will act as an agent of the AGENCY in the coordination and oversight of Design-Builder’s Phase 1B regulatory compliance and permitting tasks and deliverables.

Activities:

- Review Design-Builder’s updated Environmental Compliance Plan (ECP).
- Support the AGENCY and Design-Builder in the technical evaluation of Design-Builder’s design advancements for consistency with the Preferred Alternative identified in the FEIS.
- Review and provide quality control support of Design-Builder’s regulatory compliance documentation and permit application submittals during Phase 1B to support regulatory approvals and authorizations necessary for project construction.
- Serve as liaison for the AGENCY with regulatory agencies throughout Phase 1B.
- Attend up to 48 bi-monthly regulatory compliance coordination meetings with Agency and Design-Builder. Project team regulatory compliance coordination meetings shall last up to five (5) hours, inclusive of travel.
- Attend up to 32 quarterly regulatory compliance coordination meetings with Agency, Design-Builder, and federal, state, and local regulatory agencies. Regulatory agency compliance coordination meetings shall last up to six (6) hours, inclusive of travel.
- Review comments and feedback for Design-Builder’s updated ECP.
- Review comments and feedback for Design-Builder’s regulatory compliance and permit application deliverables.

- Review comments and feedback for Design-Builder’s regulatory compliance meeting minutes.
- Support the AGENCY in coordination and discussions with BNSF and UP.
- Support the development of railroad mitigation agreement

Deliverable/Task:

- 15.3.1. Tribal and Cultural Resource Agency
- 15.3.2. Regulatory Compliance and Oversight
- 15.3.3. Railroad Coordination

TASK 16 – Phase 2 Final Design Construction

Subtask 16.1 – Design Oversight

Conditions:

Activities:

- Provide technical staff to provide additional reviews of designs as necessary.
- Bring to the AGENCY’s attention for resolution technical differences of opinion between the RBMC and the Engineer of Record regarding designs or details for resolution.
- Review and initial “Released for Construction” drawings prior to issuance to assure conformance with contract documents and that all comments have been resolved. The review shall include drawings, specifications, reports, calculations, structural, civil, traffic, and hydraulics engineering to assure they are in conformance with the Owner’s policies, manuals, engineering bulletins, the RFP documents and applicable codes and standards.

Deliverable/Task:

- 16.1.1. Civil (Roadway, Pavements Markings and Delineators, Hydraulics)
- 16.1.2. Utilities & Survey
- 16.1.3. Structural (Sub-Structure, Super-Structure) and Geotechnical
- 16.1.4. Landscape and Aesthetics
- 16.1.5. Traffic (Operations, ITS, Signals, Signing, MOT, Illumination)
- 16.1.6. Toll Infrastructure

Subtask 16.2 – Constructability Oversight

Conditions:

Activities:

- Provide technical staff to provide additional reviews of design and construction elements as necessary.

Deliverable/Task:

- 16.2.1. Constructability Oversight

Subtask 16.3 – **Coordination**

Conditions:

- CONSULTANT will act as an agent of the AGENCY in the coordination and oversight of Design-Builder’s Phase 2 regulatory compliance and permitting tasks and deliverables.

Activities:

- Review Design-Builder’s updated ECP, including all construction phase and post-construction phase environmental, cultural, and land use regulatory compliance requirements.
- Review and provide quality control support of Design-Builder’s regulatory compliance documentation and permit application submittals prepared during Phase 2 to support remaining regulatory approvals and authorizations necessary for project construction.
- Serve as liaison for the AGENCY with regulatory agencies throughout Phase 2.
- Attend up to 12 bi-monthly regulatory compliance coordination meetings with AGENCY and Design-Builder. Project team regulatory compliance coordination meetings shall last up to five (5) hours, inclusive of travel.
- Attend up to eight (8) quarterly regulatory compliance coordination meetings with AGENCY, Design-Builder, and federal, state, and local regulatory agencies. Regulatory agency compliance coordination meetings shall last up to six (6) hours, inclusive of travel.

Deliverable/Task:

- 16.3.1. Tribal and Cultural Resource Agency
- 16.3.2. Regulatory Compliance and Oversight
- 16.3.3. Railroad Coordination

EXHIBIT B

Project: **Hood River - White Salmon Bridge Replacement Project**

Contract: **Replacement Bridge Management Contract**

Amend #: **04**

Proposal: **Year 2 Estimate & Year 1 Budget Reconciliation**

Date: **July 12, 2023**



AMENDMENT 04

Task ID	Task Description	Contract Budget	Amendment 01	Amendment 02	Amendment 03	FY2022-23 Reconciliation	FY2023-24 Estimate	Proposed Amendment 04	REVISED CONTRACT VALUE
1	Project Management & Administration	\$ 494,477.58	\$ 420,970.41	\$ -	\$ -	\$ (222,598.47)	\$ 1,499,180.16	\$ 1,276,581.68	\$ 2,192,029.68
2	Risk Management	\$ 73,128.11	\$ 83,707.71	\$ -	\$ -	\$ (102,900.86)	\$ 249,034.59	\$ 146,133.73	\$ 302,969.55
3	Change Management	\$ -	\$ 25,460.90	\$ -	\$ -	\$ (25,460.90)	\$ 62,211.75	\$ 36,750.85	\$ 62,211.75
4	Quality	\$ 28,963.31	\$ 65,992.63	\$ -	\$ -	\$ (40,969.27)	\$ 212,378.17	\$ 171,408.90	\$ 266,364.84
5	Project Controls	\$ 154,553.00	\$ 16,973.94	\$ -	\$ -	\$ (53,284.11)	\$ 395,638.51	\$ 342,354.40	\$ 513,881.34
6	Communication	\$ 113,725.72	\$ 37,065.95	\$ 123,827.04	\$ -	\$ (29,753.42)	\$ 586,456.45	\$ 556,703.03	\$ 831,321.74
7	Funding, Financing and Tolling	\$ 205,798.08	\$ 35,506.91	\$ 540,621.83	\$ -	\$ (330,390.82)	\$ 872,379.14	\$ 541,988.32	\$ 1,323,915.14
8	Delivery Method	\$ 205,374.60	\$ -	\$ -	\$ -	\$ (88,565.66)	\$ -	\$ (88,565.66)	\$ 116,808.94
9	Environmental & Regulatory	\$ 205,783.75	\$ 136,953.78	\$ 441,285.08	\$ -	\$ (441,405.17)	\$ 314,276.98	\$ (127,128.20)	\$ 656,894.42
10	Right-Of-Way	\$ 7,186.00	\$ 20,120.66	\$ -	\$ -	\$ 0.34	\$ 250,096.86	\$ 250,097.20	\$ 277,403.86
11	Engineering	\$ 34,812.33	\$ 1,074,855.97	\$ -	\$ (261,537.00)	\$ (38,558.13)	\$ 191,580.96	\$ 153,022.83	\$ 1,001,154.13
12	Construction	\$ 25,510.00	\$ 38,264.60	\$ -	\$ -	\$ (39,724.85)	\$ -	\$ (39,724.85)	\$ 24,049.75
13	Contracting	\$ 101,607.80	\$ -	\$ -	\$ 261,498.00	\$ (255,563.54)	\$ 1,113,701.17	\$ 858,137.63	\$ 1,221,243.43
14	Phase 1A Oversight	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,025.99	\$ 525,025.99	\$ 525,025.99
15	Phase 1B Oversight	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	Expenses & Contingency	\$ 88,987.00	\$ 578,196.00	\$ 98,400.00	\$ 39.00	\$ (155,929.25)	\$ 338,254.02	\$ 182,324.77	\$ 947,946.77
TOTALS		\$ 1,739,907.28	\$ 2,534,069.46	\$ 1,204,133.96	\$ -	\$ (1,825,104.11)	\$ 6,732,138.93	\$ 4,907,034.82	\$ 10,385,145.51

EXHIBIT B

Project: **Hood River - White Salmon Bridge Replacement Project**

Contract: **Replacement Bridge Management Contract**

Amend #: **04**

Proposal: **Year 2 Estimate & Year 1 Budget Reconciliation**

Date: **July 12, 2023**



AMENDMENT 04

Task ID	Task Description	Contract Budget	Amendment 01	Amendment 02	Amendment 03	FY2022-23 Reconciliation	FY2023-24 Estimate	Proposed Amendment 04	REVISED CONTRACT VALUE
1	Project Management & Administration	\$ 494,477.58	\$ 420,970.41	\$ -	\$ -	\$ (222,598.47)	\$ 1,499,180.16	\$ 1,276,581.68	\$ 2,192,029.68
1.1	Project Management	\$ 154,171.46	\$ 244,532.72			\$ (112,238.96)	\$ 753,949.69	\$ 641,710.73	\$ 1,040,414.91
1.2	Chartering Workshop	\$ 17,254.61	\$ -			\$ (16,600.61)	\$ 7,596.59	\$ (9,004.02)	\$ 8,250.59
1.3	Document Control Plan	\$ 89,186.61	\$ 34,305.17			\$ (36,729.65)	\$ 84,762.70	\$ 48,033.05	\$ 171,524.83
1.4	Project Debriefs (Existing Contracts)	\$ 18,576.26	\$ 18,532.97			\$ (14,872.77)		\$ (14,872.77)	\$ 22,236.46
1.5	Contract Administration	\$ 45,813.55	\$ 55,270.18			\$ 66,495.95	\$ 310,612.49	\$ 377,108.45	\$ 478,192.17
1.6	Invoice/Progress Reporting	\$ 54,905.67	\$ 18,532.97			\$ (72,092.24)	\$ 58,745.70	\$ (13,346.54)	\$ 60,092.10
1.7	Meetings	\$ 114,569.42	\$ 49,796.40			\$ (36,560.19)	\$ 283,512.98	\$ 246,952.79	\$ 411,318.61
2	Risk Management	\$ 73,128.11	\$ 83,707.71	\$ -	\$ -	\$ (102,900.86)	\$ 249,034.59	\$ 146,133.73	\$ 302,969.55
2.1	Risk Management Plan	\$ 13,614.00	\$ -			\$ (12,151.50)	\$ 5,400.00	\$ (6,751.50)	\$ 6,862.50
2.2	Risk Workshop	\$ 16,624.75	\$ -			\$ (16,624.75)		\$ (16,624.75)	
2.3	Risk Register	\$ 42,889.36	\$ 58,246.81			\$ (72,787.45)		\$ (72,787.45)	\$ 28,348.72
2.4	Project Cost Estimate		\$ 25,460.90			\$ (1,337.16)	\$ 56,314.17	\$ 54,977.01	\$ 80,437.91
2.5	Independent Cost Estimator						\$ 187,320.42	\$ 187,320.42	\$ 187,320.42
3	Change Management	\$ -	\$ 25,460.90	\$ -	\$ -	\$ (25,460.90)	\$ 62,211.75	\$ 36,750.85	\$ 62,211.75
3.1	Change Management Plan		\$ 25,460.90			\$ (25,460.90)	\$ 3,600.00	\$ (21,860.90)	\$ 3,600.00
3.2	Change Log						\$ 58,611.75	\$ 58,611.75	\$ 58,611.75
4	Quality	\$ 28,963.31	\$ 65,992.63	\$ -	\$ -	\$ (40,969.27)	\$ 212,378.17	\$ 171,408.90	\$ 266,364.84
4.1	Quality Management Plan	\$ 25,482.00	\$ -			\$ (24,852.00)	\$ 26,714.14	\$ 1,862.14	\$ 27,344.14
4.2	Quality Training	\$ 3,481.31	\$ -			\$ (400.64)	\$ 20,958.69	\$ 20,558.05	\$ 24,039.36
4.3	Quality Assurance		\$ 65,992.63			\$ (15,716.63)	\$ 164,705.34	\$ 148,988.71	\$ 214,981.34
5	Project Controls	\$ 154,553.00	\$ 16,973.94	\$ -	\$ -	\$ (53,284.11)	\$ 395,638.51	\$ 342,354.40	\$ 513,881.34
5.1	Project Control Plan	\$ 28,470.00	\$ -			\$ (0.68)	\$ 32,027.19	\$ 32,026.51	\$ 60,496.51
5.2	Project Dashboard	\$ 19,932.00	\$ -			\$ 30.22	\$ 26,130.03	\$ 26,160.25	\$ 46,092.25
5.3	Integrated Project Schedule	\$ 41,995.00	\$ -			\$ (11,386.00)	\$ 56,215.85	\$ 44,829.85	\$ 86,824.85
5.4	Sub Project Schedules	\$ 64,156.00	\$ 16,973.94			\$ (41,927.65)	\$ 114,033.26	\$ 72,105.61	\$ 153,235.55
5.5	Financial Management and Reporting		\$ -				\$ 167,232.18	\$ 167,232.18	\$ 167,232.18
6	Communication	\$ 113,725.72	\$ 37,065.95	\$ 123,827.04	\$ -	\$ (29,753.42)	\$ 586,456.45	\$ 556,703.03	\$ 831,321.74
6.1	Public Involvement and Communication Plan	\$ 24,507.00		\$ 14,041		\$ 10,400.54	\$ 2,887.59	\$ 13,288.13	\$ 51,836.59
6.2	Strategic Communication Support	\$ 8,703.00		\$ 68,008		\$ (61,056.03)	\$ 48,499.75	\$ (12,556.29)	\$ 64,154.96
6.3	Workshops	\$ 35,314.00		\$ 4,277		\$ 67,470.75	\$ 87,323.72	\$ 154,794.47	\$ 194,385.22
6.4	Public Involvement & Project Branding	\$ 24,499.00		\$ 28,482		\$ (6,999.58)	\$ 276,746.64	\$ 269,747.05	\$ 322,727.64

EXHIBIT B

Task ID	Task Description	Contract Budget	Amendment 01	Amendment 02	Amendment 03	FY2022-23 Reconciliation	FY2023-24 Estimate	Proposed Amendment 04	REVISED CONTRACT VALUE
6.5	Meetings	\$ 20,702.72	\$ 37,065.95	\$ 9,019		\$ (39,569.09)	\$ 170,998.76	\$ 131,429.67	\$ 198,217.34
7	Funding, Financing and Tolling	\$ 205,798.08	\$ 35,506.91	\$ 540,621.83	\$ -	\$ (330,390.82)	\$ 872,379.14	\$ 541,988.32	\$ 1,323,915.14
7.1	Financial Planning/Modeling & Scenarios	\$ 33,281.91	\$ 16,973.94	\$ -		\$ 54,920.80	\$ 169,680.70	\$ 224,601.51	\$ 274,857.35
7.2	Workshops	\$ 36,776.87	\$ -	\$ -		\$ 87,652.77		\$ 87,652.77	\$ 124,429.64
7.3	Competitive Grant Services	\$ 76,684.67	\$ -	\$ 211,079.75		\$ (140,694.19)	\$ 484,871.17	\$ 344,176.98	\$ 631,941.40
7.4	Traffic and Revenue Advisory Services	\$ 3,107.82	\$ -	\$ 297,931.77		\$ (268,246.15)	\$ 54,358.00	\$ (213,888.15)	\$ 87,151.44
7.5	Meetings	\$ 55,946.81	\$ 18,532.97	\$ 31,610.31		\$ (64,024.06)	\$ 70,441.47	\$ 6,417.42	\$ 112,507.51
7.6	Toll System Design and Procurement						\$ 93,027.80	\$ 93,027.80	\$ 93,027.80
8	Delivery Method	\$ 205,374.60	\$ -	\$ -	\$ -	\$ (88,565.66)	\$ -	\$ (88,565.66)	\$ 116,808.94
8.1	Delivery Method Analysis	\$ 67,485.07				\$ 28,615.51		\$ 28,615.51	\$ 96,100.58
8.2	Delivery Method Workshop	\$ 60,629.04				\$ (60,629.04)		\$ (60,629.04)	
8.3	Industry Outreach	\$ 77,260.49				\$ (56,552.13)		\$ (56,552.13)	\$ 20,708.36
9	Environmental & Regulatory	\$ 205,783.75	\$ 136,953.78	\$ 441,285.08	\$ -	\$ (441,405.17)	\$ 314,276.98	\$ (127,128.20)	\$ 656,894.42
9.1	Environmental Coordination (NEPA)	\$ 22,749.09	\$ 8,472.22	\$ 7,310.17		\$ (21,446.72)	\$ 46,483.29	\$ 25,036.57	\$ 63,568.05
9.2	Environmental Compliance Plan	\$ 31,076.00	\$ -	\$ -		\$ (3,949.08)		\$ (3,949.08)	\$ 27,126.92
9.3	Environmental Compliance Workshop	\$ 11,441.82	\$ -	\$ -		\$ (9,087.92)		\$ (9,087.92)	\$ 2,353.90
9.4	Regulatory Agency Coordination	\$ 60,963.46	\$ -	\$ -		\$ (17,649.66)		\$ (17,649.66)	\$ 43,313.80
9.5	Tribal Coordination	\$ 57,611.56	\$ 18,532.97	\$ 412,981.05		\$ (307,279.37)	\$ 267,793.69	\$ (39,485.68)	\$ 449,639.91
9.6	Railroad Coordination	\$ 21,941.82	\$ 60,320.29	\$ -		\$ (72,029.27)		\$ (72,029.27)	\$ 10,232.84
9.7	Geotechnical Investigations Regulatory Permitting		\$ 49,628.31	\$ -		\$ (2,233.71)		\$ (2,233.71)	\$ 47,394.60
9.8	Preliminary Permits			\$ 20,993.85		\$ (7,729.45)		\$ (7,729.45)	\$ 13,264.40
10	Right-Of-Way	\$ 7,186.00	\$ 20,120.66	\$ -	\$ -	\$ 0.34	\$ 250,096.86	\$ 250,097.20	\$ 277,403.86
10.1	Right of Way (ROW) - Acquisition Plan	\$ 7,186.00	\$ 20,120.66			\$ 0.34		\$ 0.34	\$ 27,307.00
10.2	Appraisals						\$ 227,030.75	\$ 227,030.75	\$ 227,030.75
10.3	Acquisition						\$ 23,066.11	\$ 23,066.11	\$ 23,066.11
10.4	Relocation								
11	Engineering	\$ 34,812.33	\$ 1,074,855.97	\$ -	\$ (261,537.00)	\$ (38,558.13)	\$ 191,580.96	\$ 153,022.83	\$ 1,001,154.13
11.1	Preliminary Engineering		\$ 556,993.02		\$ (261,537.00)	\$ 21,758.69	\$ 191,580.96	\$ 213,339.65	\$ 508,795.67
11.2	Geotechnical - Exploration Memo	\$ 34,812.33	\$ -			\$ 34,691.04		\$ 34,691.04	\$ 69,503.37
11.3	Geotechnical - Site Reconnaissance		\$ 4,571.09			\$ (0.09)		\$ (0.09)	\$ 4,571.00
11.4	Geotechnical - Subsurface Exploration Plan		\$ 33,421.95			\$ 0.05		\$ 0.05	\$ 33,422.00
11.5	Geotechnical - Subsurface Explorations		\$ 102,700.65			\$ 0.35		\$ 0.35	\$ 102,701.00
11.6	Geotechnical - Laboratory Testing		\$ 17,683.91			\$ 0.09		\$ 0.09	\$ 17,684.00
11.7	Geotechnical - Geotech Data Report		\$ 37,777.01			\$ (0.01)		\$ (0.01)	\$ 37,777.00
11.8	Geotechnical - Preliminary Analysis and Memo		\$ 139,688.63			\$ 0.37		\$ 0.37	\$ 139,689.00
11.9	Geotechnical - Meetings		\$ 23,962.70			\$ 0.30		\$ 0.30	\$ 23,963.00
11.10*	Geotechnical - Contract Management		\$ 20,423.32			\$ (0.32)		\$ (0.32)	\$ 20,423.00
11.11	Geotechnical - Hazmat Contingency		\$ -						

EXHIBIT B

Task ID	Task Description	Contract Budget	Amendment 01	Amendment 02	Amendment 03	FY2022-23 Reconciliation	FY2023-24 Estimate	Proposed Amendment 04	REVISED CONTRACT VALUE
11.12	Utility Relocation Management		\$ 53,907.22			\$ (53,907.22)		\$ (53,907.22)	
11.13	Survey		\$ 83,726.48			\$ (41,101.39)		\$ (41,101.39)	\$ 42,625.09
12	Construction	\$ 25,510.00	\$ 38,264.60	\$ -	\$ -	\$ (39,724.85)	\$ -	\$ (39,724.85)	\$ 24,049.75
12.1	Constructability Staging Evaluation	\$ 25,510.00	\$ 38,264.60			\$ (39,724.85)		\$ (39,724.85)	\$ 24,049.75
13	Contracting	\$ 101,607.80	\$ -	\$ -	\$ 261,498.00	\$ (255,563.54)	\$ 1,113,701.17	\$ 858,137.63	\$ 1,221,243.43
13.1	Contract Procurements	\$ 69,411.98				\$ (19,450.74)	\$ 2,925.36	\$ (16,525.38)	\$ 52,886.60
13.2	Meetings	\$ 32,195.82				\$ (20,982.28)	\$ 201,048.45	\$ 180,066.17	\$ 212,261.99
13.3	RFP Development				\$ 261,498.00	\$ (215,130.52)	\$ 909,727.37	\$ 694,596.85	\$ 956,094.85
13.4	PDB Contract Administration						\$ 121,924.20	\$ 121,924.20	\$ 121,924.20
14	Phase 1A Oversight	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,025.99	\$ 525,025.99	\$ 525,025.99
14.1	Design Oversight						\$ 445,938.52	\$ 445,938.52	\$ 445,938.52
14.2	Constructability Oversight						\$ 22,584.45	\$ 22,584.45	\$ 22,584.45
14.3	Stakeholder Coordination						\$ 56,503.03	\$ 56,503.03	\$ 56,503.03
15	Phase 1B Oversight	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.1	Design Oversight								
15.2	Constructability Oversight								
15.3	Stakeholder Coordination								
99	Expenses & Contingency	\$ 88,987.00	\$ 578,196.00	\$ 98,400.00	\$ 39.00	\$ (155,929.25)	\$ 338,254.02	\$ 182,324.77	\$ 947,946.77
EXP.01	Project Management Expenses	\$ 6,140.00	\$ 50,650.00	\$ 37,900.00	\$ 39.00	\$ (54,636.25)	\$ 338,254.02	\$ 283,617.77	\$ 378,346.77
EXP.06	Public Engagement Expenses			\$ 60,500.00					\$ 60,500.00
EXP.11.3	Geotechnical Drilling & Testing Expenses		\$ 509,100.00						\$ 509,100.00
EXP.11.13	Survey Expenses		\$ 10,000.00			\$ (10,000.00)		\$ (10,000.00)	
CTG	Contingency	\$ 82,847.00	\$ 8,446.00			\$ (91,293.00)		\$ (91,293.00)	
TOTALS		\$ 1,739,907.28	\$ 2,534,069.46	\$ 1,204,133.96	\$ -	\$ (1,825,104.11)	\$ 6,732,138.93	\$ 4,907,034.82	\$ 10,385,145.51

Hood River-White Salmon Bridge Authority

New Business Action Item 9Aiii.

To: HRWSBA Board

From: Michael Shannon

Item

Description: Insurance Coverage

Date: July 10th, 2023

Action Requested:

Approval to authorize the POHR to move forward with the purchase of insurance coverage for the Hood River White Salmon Bridge Authority and agreement to reimburse the POHR for cost and expenses incurred and not reimbursed by grants/appropriations or other sources.

Background:

Commission Formation Agreement (CFA) – Section 6 – Powers and Duties of the Board, item 6.3 says The Authority at all times must maintain directors' and officers' liability insurance, or its equivalent, and other insurance coverages that are comparable with coverages of similarly situated entities, and any additional insurance coverage as the Board may elect. The Authority may maintain insurance coverage by purchasing public or commercial insurance policies, funding an internal risk-pool and self-insuring, entering into other types of risk-pool, risk-sharing, or insurance agreements, or combinations thereof, as the Authority may elect.

Exhibit C – Intergovernmental Transition Plan – Section 2 – Meetings says The first Regular Meeting shall be during July 2023, or as soon thereafter as practical, provided, however, the first Regular Meeting may not be held prior to the effective date of the insurance coverage described in Section

4.2.d.v,

Exhibit C – Intergovernmental Transition Plan – Section 5 – Administration, item 5.2.d.v calls for Purchase liability (including but not limited to Directors' and Officers' insurance, or its equivalent) and other appropriate insurance coverage for the Authority that is comparable to the insurance coverage practices of similar entities;

To satisfy these requirements of the CFA, the POHR worked with Columbia River Insurance to obtain insurance quotes include in the attachments.

CHUBB®

Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. CHUBB recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for CHUBB insureds, called EPL.

Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting CHUBB insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, CHUBB insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - Employment policies and practices
 - Human Resources forms library
 - Sample employee handbooks, including supplement information for all 50 states
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
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REPLACEMENT COVERAGE

In care of:

To: Scott Reynier From: Nova Nahiyán
Company: Columbia River Insurance Date: 06/26/2023
Tel: 541.490.2208 Tel: 213.678.0233
e-mail: scott@columbiariverins.com e-mail: Nova.nahiyán@Chubb.com
Re: POL Quote Pages including cover: 10
Licensed COLUMBIA RIVER INSURANCE
Producer: INC

CHUBB®

Account: Hood River White Salmon Bridge Authority
Insured Address: 300 Port Marina Drive
Hood River, OR, 97031
Line of Coverage: ACE Municipal Advantage Public Entity Liability
Type of Submission: New Business
Insuring Company: ACE American Insurance Company
Effective Date: 07/01/2023
Expiration Date: 07/01/2024

Dear Scott,

I am pleased to offer the attached quotation for Hood River White Salmon Bridge Authority. The commission payable for placement of this business is 15%.

Thank you for considering the Chubb USA Companies as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Nova Nahiyán
Underwriter

Chubb – NA Financial Lines

The Insurer hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on **[08/11/2023]**:
 - Do you have a Covid-19 vaccine mandate?
 - If so, please describe or provide the COVID vaccination policy, including the process for reviewing vaccine exemption requests. Approximately how many medical and religious exemptions were requested and how many were granted? Please break out medical vs. religious exemption numbers.
 - Please describe the process in place to ensure the exemption process is properly administered.
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

PREMIUM INDICATION(S):

ACE Municipal Advantage Public Entity Liability Terms:

Option 1:

	Limit of Liability Each Claim / Aggregate	Crisis Managemen t Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE**
1	\$1,000,000 / \$1,000,000	\$25,000	IA. \$0 IA.2 and IB.\$ 25,000 IC. \$25,000	\$7,092	\$0	\$7,092

Option 2:

	Limit of Liability Each Claim / Aggregate	Crisis Managemen t Fund	Deductible or SIR Each Claim*	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	TOTAL PREMIUM DUE**
2	\$2,000,000 / \$2,000,000	\$25,000	IA. \$0 IA.2 and IB.\$ 35,000 IC. \$35,000	\$13,658	\$0	\$13,658

*A. Public Officials' Liability B. Public Entity Reimbursement & Public Entity Liability C. Employment Practices Liability

**Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Please note the following:

1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The Premium for the coverage is set forth above.
2. If bound, the insurance policy will include access to EPL Risk Management Services. EPL Risk Management Services is an interactive loss control activity available to ACE Municipal Advantage Public Entity Liability policyholders as part of CHUBB Financial Lines loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All communications with the EPL Risk Management Services are strictly confidential and will not be disclosed

to the Insurer. Please see the enclosed material for more information about the EPL Risk Management Services

Policy Form Number: PF-23535 / PF-23536 (01/08)

Extended Reporting Period: 12 months for 100% of last annual premium

The following Endorsements will be added to the basic contract(s):

Endorsement Title	Additional Information (if applicable)	Number
1. Signatures		CC-1K11j (03/21)
2. Notice Amended Endorsement		PF-33468 (02/11)
3. Trade Or Economic Sanctions Endorsement		PF-46422 (07/15)
4. Network Security or Privacy Exclusion		PF-37210 (02/12)
5. False Claims Act Exclusion		PF-38981 (01/13)
6. OR Amendatory		PF-23607a (06/09)
7. Third Party EPL Coverage Exclusion		PF-23569 (01/08)
8. Bond Exclusion		PF-23541 (01/08)
9. New Enhancement – Non Monetary Defense \$250K		PF-23556 (01/08)
10. Limits of Liability Amended Endorsement		PF-299861 (04/20)

Terrorism Endorsements:

Disclosure Pursuant to Terrorism Risk Insurance Act	TRIA-11e (08/20)
Cap On Losses From Certified Acts Of Terrorism	PF-17705b (01/15)

Policy Addendums:

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	PF-17914a (04/16)
Chubb Producer Compensation Practices & Policies	ALL-20887a (03/16)

This indication will remain valid for: 30 days

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. **For purposes of surplus lines compliance, we require the producer to confirm, upon the binding of this placement, the insured's "home state" as defined in the Nonadmitted and Reinsurance Reform Act of 2010 (NRRA). If the state set forth in "Insured Address" in this quote is the insured's "home state," then no action is required. However, if the insured's "home state" is other than that set forth in "Insured Address," then you must notify us in writing prior to placement of the correct "home state" of the insured.**

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,

Nova Nahiyah
Underwriter

Chubb – NA Financial Lines

Chubb. Insured.SM

STATEMENT OF SURPLUS LINES PRODUCER

- Illinois Union Insurance Company
Westchester Surplus Lines Insurance Company

INSURED: <Insured Name>
POLICY NUMBER: <Policy Number>

This policy is being written on a surplus lines basis in the state of: <State>
As the producing broker, it is your responsibility to comply with the surplus lines regulations in the state and to arrange for the payment of the applicable state tax and/or stamping fee on this policy.
Please acknowledge by completing and returning this form that you either are paying or are arranging for the payment of the required tax and/or stamping fee, and that you are complying with any surplus lines requirements in the state.
This policy cannot be released until the information requested in this form has been provided to us by you. Please contact us and provide all information requested in this form or, alternatively, complete and return it to the above address immediately.

Name of Producing Broker:

Agency Name

Address:

Agency Address

We, as a licensed surplus lines broker in the above state, are handling surplus lines tax payments and any other surplus lines requirements. Our surplus lines license number is:

Agency License number: <Agency License #>

Agent License number: <Agent License #>

If applicable: New Jersey S/L License number: <NJ S/L License #>

(Required for all NJ policies)

If applicable: Additional NJ Surplus Lines Tax Number: <NJ S/L Tax #>

(Required for all NJ policies and is a nine digit number)

The following surplus lines broker is handling all taxes and requirements:

Name: <Surplus Lines Broker Name and Broker Contact Name>

Address: <Address of Surplus Lines Broker>

Tax/fee to be paid: \$ _____

Name of person completing form: _____

Signature: _____

Date: _____

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--

-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will reimburse 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is _____, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Representative

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

Chubb Municipal Advantage™ Public Entity Liability

CHUBB



Chubb recognizes that public officials' responsibilities to their constituencies are growing more and more complex. Their management and professional liability insurance program should reflect this. Using our underwriting expertise in the directors and officers, professional liability and employment practices liability (EPL) arenas, Chubb offers a hybrid policy that provides comprehensive coverage to address the exposures created by the day-to-day operations of a public entity.

Key Features

- **Distinct and Identifiable Coverage Grants for Management Liability, Professional Liability and Employment Practices Liability**
 - Unlike most Public Officials Liability (POL) policies in the market, the Chubb Municipal Advantage™ policy provides specific coverage for public officials' management liability exposures, including first dollar protection for non-indemnifiable claims
 - Professional liability coverage extends to employed architects, engineers, accountants and lawyers
- **Modified Defense Outside the Limits Provision**
 - A defense sidecar for claims expenses equal to the policy aggregate; claims expenses do not erode the policy aggregate limit until the sidecar is fully eroded
- **Broad Definition of "Damages"**
 - Punitive and exemplary damages (where allowed)
 - Front and back pay (EPL coverage)
 - Liquidated damages awarded pursuant to the Age Discrimination in Employment Act and the Equal Pay Act (EPL coverage)
- **Broad Definition of "Insured Person"**
 - Elected or Appointed officials and employees
 - Commissions, boards and other units under the jurisdiction of the public entity
 - Persons providing services under a mutual aid agreement
 - Public officials and employees acting as directors or officers of 501c(3) non-profit organizations
 - Volunteers providing services on behalf of the public entity

- **Broad EPL Coverage, including Coverage for Third Party Claims**
 - Wrongful termination, discrimination, harassment and employment-related misrepresentation
 - Mental distress, pain and suffering arising out of a wrongful employment practice
 - Employment-related libel, slander or defamation
 - Third party claims arising out of discrimination or harassment of non-employees by Insured Persons
- **Broad Definition of “Claim”**
 - Includes proceedings by or in association with the Equal Employment Opportunity Commission or similar federal, state or local governmental authorities
- **A Separate Limit for Crisis Management**
 - A separate \$25,000 limit covers expenses incurred by the public institution to hire a crisis management firm and to disseminate information regarding a specific crisis

Coverage Highlights

- Full Prior Acts coverage
- Duty to Defend policy
- Settlement Provision (50%/50% Claims Expenses)
- Automatic 60-day extended reporting provision with an optional extended reporting provision available for up to three years
- Full application severability for Insured Persons
- Fraud exclusion applies only upon an adverse finding of fact or final adjudication and does not apply to EPL claims
- Optional coverage available for privacy liability

Loss Control and Risk Management Benefits

Chubb recognizes that employers today face a dizzying array of employment laws, regulations and ongoing employment issues. To help our policyholders reduce losses and avoid litigation, Chubb provides EPL policyholders with access to a cutting edge risk management program at no additional cost. The program includes a wide variety of legal content, forms and analysis, combined with the ability to interface directly with nationally recognized employment lawyers dedicated to assisting Chubb insureds.

The Chubb Advantage

- Coverage available on an admitted basis in most states
- Sound claims handling by experienced professionals
- Policy may be tailored to meet specific coverage needs of the public entity

Claims Scenarios

A suit was filed against a county water authority by a non-profit environmental action group alleging that the water authority failed to implement state mandated water conservation measures. The non-profit sought declaratory and injunctive relief requiring implementation of water conservation measures and declaring the water authority ineligible for state grant funds unless such measures were implemented.

A suit was filed against a county asserting violations of the state’s Open Public Records Act and the common law right of access to public records. The Plaintiff asserted that the County records custodian unlawfully denied access to government records and sought a judgment directing the County

to identify the records responsive to the Plaintiff’s request and grant access thereto.

The Plaintiff filed a lawsuit alleging that in the course of her employment, she was subject to unlawful sexual harassment and ultimately terminated in retaliation for her “whistleblower” activities. The suit alleged further that as a result of Defendants’ conduct, the Plaintiff suffered emotional distress and damage to her reputation. The suit set forth four causes of action including breach of contract, violation of state employee protection statutes, sexual harassment, and defamation. The Plaintiff sought compensatory and punitive damages, attorney’s fees, interest and costs.

The claimant filed a complaint in state court against a large city, alleging age discrimination and wrongful termination in retaliation for making and pursuing workers compensation claims during his employment with the city fire department. He further alleged tortious interference with his rights under the state workers’ compensation statute.

Target Classes

- State and local governments, including counties, cities, townships and villages
- Special district authorities, including housing, utility, water and sewer, mass transit and ports
- Airports and airport authorities
- Municipal boards and commissions

Contact Us

For more information on Chubb Municipal Advantage™, please contact your local underwriter or visit www.chubb.com/us/professionalliability.

Chubb. Insured.™

The claim scenarios described here are hypothetical and are offered solely to illustrate the types of situations that may result in claims. These scenarios are not based on actual claims and should not be compared to an actual claim. The precise coverage afforded by any insurer is subject to the terms and conditions of the policies as issued. Whether or to what extent a particular loss is covered depends on the facts and circumstances of the loss, the terms and conditions of the policy as issued and applicable law. Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at www.chubb.com. Product highlights are summaries only. Please see the actual policy for terms and conditions. Products may not be available in all locations, and remain subject to Chubb’s underwriting criteria. Surplus lines insurance is sold only through licensed surplus lines producers. Copyright©2016 Form 17010191 (Rev. 12/16)

Public Records Policy

COMPLIANCE

The Hood River White Salmon Bridge Authority, (HRWSBA) shall fully comply with the Oregon Public Records Law. ORS 192.311 192.338.

- **Specificity of Request:** In order to facilitate the public's access to records in the HRWSBA's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying, or who submit written requests for copies of public records, shall specify the records requested with particularity, furnishing the dates, subject matter and such other detail as may be necessary to enable HRWSBA personnel to readily locate the records sought.
- **Access:** The HRWSBA shall permit inspection and examination of its non-exempt public records during regular business hours in the HRWSBA's offices, or such other locations as the Bridge Authority Commissioners may reasonably designate from time to time.

Copies of non-exempt public records maintained in machine readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained. ORS 192.324(3).

When a request is submitted in writing, the HRWSBA must respond within five business days acknowledging the receipt of the request. The HRWSBA then has an additional 10 business days to fulfill the request or issue a written response estimating how long fulfillment will take. The HRWSBA is not subject to this response timeframe if it is awaiting a response from the requester seeking clarification of the inquiry or if the requester has not agreed to pay for the records, provided that the cost is \$25 or more. Other considerations that apply are:

- Complicated requests
- Large volume of requests
- Requests involving documents not readily available or if the necessary staff are unavailable to fulfill the request

FEES FOR PUBLIC RECORDS

Fees must be limited to no more than \$25 unless the requestor is provided with a written notification of the estimated amount of the fee and the requestor confirms that he/she wants the public body to proceed.

In order to recover its costs for responding to public records requests, the following fee schedule is adopted by the HRWSBA:

- **Copies of Public Records; Certified Copies:** Copies of public records shall be .25 cents per copy for standard, letter size copies.
- **Copies of Sound Recordings:** Copies of sound recordings of meetings shall be \$5 per copy.
- **Copies of Maps and Other Nonstandard Documents:** Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the HRWSBA.
- **Research Fees:** If a request for records requires HRWSBA personnel to spend more than 15 minutes searching or reviewing records prior to their review or release for copying, the minimum

Public Records Policy

fee shall be \$20.00 hour and additional charges shall be in ¼ hour increments. The HRWSBA shall estimate the total amount of time required to respond to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the difference shall be paid by the person requesting the records at the time the records are produced.

- **Additional Charges:** If a request is of such magnitude and nature that compliance would disrupt the HRWSBA's normal operation, the HRWSBA may impose such additional charges as are necessary to reimburse the HRWSBA for its actual costs of producing the records.
- **Reduced Fee or Free Copies:** Whenever the HRWSBA determines that furnishing copies of public records in its possession at a reduced fee or without costs would be in the public interest, the HRWSBA Commission or Executive Director may so authorize. ORS 192.324 (5).

AUTHORIZATION REQUIRED FOR REMOVAL OF ORIGINAL RECORDS

At no time shall an original record of the HRWSBA be removed from the HRWSBA's files or the place at which the record is regularly maintained, except upon authorization of the HRWSBA Commission or Executive Director.

ON-SITE REVIEW OF ORIGINAL RECORDS

If a request to review original records is made, the HRWSBA shall permit such a review provided that search fees are paid in advance in accordance with the Fees for Public Records section, above. A representative shall be present at any time original records are reviewed, and the charges for standing by while the records are reviewed shall be the same as the charges for searching or reviewing records.

UNAUTHORIZED ALTERATION, REMOVAL, OR DESTRUCTION OF RECORDS

If any person attempts to alter, remove, or destroy any HRWSBA record, the HRWSBA representative shall immediately terminate such person's review, and notify the attorney for the HRWSBA.

MGT-XX-F Public Records Request



INSTRUCTIONS

To review or obtain copies of public records, complete the "Requestor Information" section of this form and return it to the address listed below. Authority's staff will respond, acknowledge receipt, and provide information about the status of the request and any fees associated with the request. Records will be sent after payment is received. Requests to inspect records must be made at least 7 working days in advance of the inspection.

REQUESTOR INFORMATION

Date: _____ **Name:** _____
Address (Street or PO Box): _____
City: _____ **State:** _____ **ZIP:** _____
Phone: _____ **Fax:** _____ **E-mail:** _____

- I wish to make arrangements for an opportunity to inspect the records requested below.
- I wish to receive the requested information below in electronic format.
- I wish to receive copies of the records requested below:

Specific document(s) to be examined or copied (please include file number, if known):

Is this request related to a lawsuit in which Hood River White Salmon Bridge Authority (HRWSBA) is a party, or a tort claim notice filed with the County/State in Washington or Oregon?

Yes: No:

Name (Printed) _____	
Signature _____	Date _____

Please return form to: Hood River White Salmon Bridge Authority 700 E. Port Marina Drive, Suite 201, Hood River OR 97031

FEES: See Current Authority Fee Schedule (v1.1.23) for fees.

Note: Fees must be paid before records are released. Total cost may vary according to specific request.

MGT-XX-F

Public Records Request



1. Staff time required to locate, produce, summarize, or otherwise provide records (this does not include making copies; labor is included in the fee for copying):
 - a. See the Authority Fee Schedule v1.1.23 (attached)
 - b. Actual attorney fees charged to the Authority for the cost of time spent by an attorney in reviewing the actual records, redacting material from the public records, or segregating the public records into exempt and nonexempt records.
2. Photocopies/microfilm copies are charged at .25 cents per copy (this includes labor) unless otherwise stated in the Authority Fee Schedule.
3. Video Tape, Audio Tape or CD cost is equal to approved Authority fee schedule (includes staff time).
4. Certified document: Copy Cost plus \$1.75 per certification unless otherwise stated in the Authority Fee Schedule v1.1.23
5. Other items that can be included in the cost of a copy:
 - a. Shipping charges (including postage).
 - b. Cost of fax transmission if long distance.
 - c. Printing costs.
 - d. Actual cost of any other supplies or services necessary to furnish the material.
 - e. External processing charges, actual charges for the job.

MGT-XX-F

Public Records Request



HOOD RIVER WHITE SALMON BRIDGE AUTHORITY RESPONSE TO PUBLIC RECORDS REQUEST

Custodian of Authority record complete PART A: Check box(es) that apply; date and print your name below.

PART A

TO: _____

In accordance with ORS 192.440(2), this is to acknowledge our receipt on _____ of your request for the following record(s):

Having reviewed your request, we are able to inform you that:

Copies of all requested public records for which HRWSBA does not claim an exemption from disclosure under ORS 192.410-192.505 are available for review and or purchase once the appropriate fee(s) have been received.

HRWSBA does not possess, or is not the custodian of, the requested records.

More information or clarification is needed to respond to your request. Please provide the following information or clarification:

HRWSBA is uncertain whether it possesses the public record(s) and will search for it and respond as soon as practicable.

HRWSBA is the custodian of at least some of the requested public records. We estimate that it will require ___ days before the public records may be inspected or copies of the records will be available. We estimate that the fee for making the records available is \$_____, which you must pay as a condition of receiving the records. Listed below are the records, based on your request, that HRWSBA possesses:

MGT-XX-F Public Records Request



Estimated below is the fee for making the records available, which you must pay as a condition of receiving the records.

Search Fee: \$ _____
Copies: \$ _____
CD/Audio etc.: \$ _____
Other: \$ _____
TOTAL: \$ _____

HRWSBA is the custodian of at least some of the requested public records. We will provide an estimate of the time and fees for disclosure of the public records within a reasonable time.

State/federal law prohibits HRWSBA from acknowledging whether the requested record(s) exist(s).
Per: _____

HRWSBA is unable to acknowledge whether the requested record(s) exist(s) because that acknowledgment would result in the loss of federal benefits/other sanction(s).

Per: _____

Please make your check or money order payable to HRWSBA. Please complete the reverse side of this invoice and return a copy with your payment to the address listed below.

Thank you:

Name

Job Title

Address

Phone #

MGT-XX-F Public Records Request



PART B

TO BE COMPLETED BY REQUESTOR

I request that HRWSBA prepare and send the public records I requested. I have enclosed a check or money order for the estimated cost of preparing and sending them.

I request that HRWSBA prepare the public records I requested and notify me when they are ready. I have enclosed a check or money order for the preparation of the copies.

I request to view the public record(s) I requested. I have enclosed a check or money order for the staff cost in preparing them for viewing.

I request that HRWSBA fax the public records I requested to me (maximum 10 pages). I have enclosed a check or money order for the preparation and faxing.

_____ Name (Printed)	
_____ Signature	_____ Date
_____ Requestor Phone Number	_____ Requestor E-mail
_____ Requestor Fax Number	

FOR HRWSBA USE ONLY

Payment Received Date: _____

Assigned to Process (Date): _____

Staff: _____

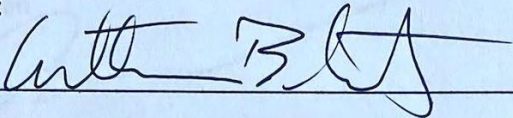
Due Date: _____

Completed Date: _____

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Arthur Babitz

Signature: 

Date: 6/26/2023

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Doug Gibson

Signature: _____

DocuSigned by:
Doug Gibson - M.D.
272BD3F6437F410...

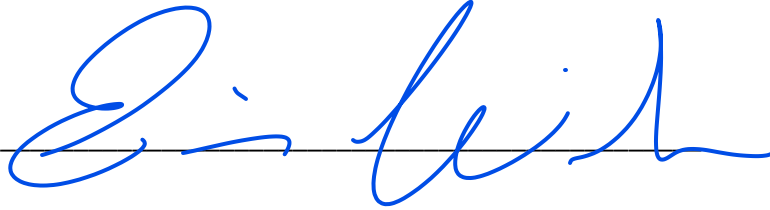
Date: _____ 7/3/2023

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Eric Wilson

Signature:

A handwritten signature in blue ink, appearing to read "Eric Wilson", written over a horizontal line.


Date:

06/28/23

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Grant Polson

Signature: 

Date: June 26, 23

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Jacob Anderson

Signature: 

Date: 6-26-23

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Jacob Edwards

Signature:

A handwritten signature in black ink, appearing to read 'Jacob Edwards', written over a horizontal line.

Date: 07/03/23

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Kathryn Thomas

Signature: _____

Date: _____

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Mike Fox

Signature:

Michael B Fox

Date:

6-26-23

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Nathan DeVol

DocuSigned by:

Signature:

Nate DeVol

F74A6DB688084AE...

6/29/2023 | 11:03 AM PDT

Date:

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Seth Gilchrist

Signature: _____



Date: _____

28/June/23

Written Affirmation – Hood River-White Salmon Bridge Authority

I do solemnly affirm that I will support the Constitution of the United States, I will abide by all laws applicable to the Authority, and that I will faithfully discharge my duties as a Director to the best of my ability. The affirmation shall be filed in the public records of the Authority.

Steve Yates

Signature:



Date:

6.27.23

HOOD RIVER WHITE SALMON BRIDGE AUTHORITY (HRWSBA)



Last updated 6.27.2023

WASHINGTON STATE MEMBERS

* First Co Chair			
** Second Co Chair			
Group Member	Jacob Anderson**	Marla Keethler	Doug Gibson
Title	Commissioner	Mayor	Mt. Adams Fruit
Primary Phone	509-637-4437: cell	509-774-7491: cell	509-493-1722: cell
Primary Email	jacoba@klickitatcounty.org	MarlaK@ci.white-salmon.wa.us	doug@maocorp.com
Secondary Phone	509-250-1828: personal	509-493-1133 x 5: city hall	
Alternate Member	Seth Gilchrist	Eric Wilson	Steve Yates
Title	Alternate #1	Alternate #2	Alternate #3
Primary Phone	509-774-7099		360-507-3031
Primary Email	sethgilchrist@gmail.com	ewilson_497@yahoo.com	steve9804@lcloud.com
Secondary Phone			
Copy on correspondence?	Yes	Yes	Yes
Administrative Support	Alisa Grumbles	Troy Rayburn	
Title	Board Clerk (8/1/23)	City Administrator	
Physical Address		100 N. Main St.	
Mailing Address	115 W Court, Room 201	P.O. Box 2139	
City, ST Zip	Goldendale, WA 98620	White Salmon, WA 98672	
Primary Phone	509-773-4612: office	509-774-7700: cell	
Primary Email	Alisaeg@klickitatcounty.org	administrator@ci.white-salmon.wa.us	
Secondary Phone		509-493-1133: city hall	
Copy on correspondence?	Yes	Yes	

HOOD RIVER WHITE SALMON BRIDGE AUTHORITY (HRWSBA)



Last updated 6.27.2023

OREGON STATE MEMBERS

* First Co Chair			
** Second Co Chair			
Group Member	Arthur Babitz	Grant Polson	Mike Fox*
Title	Commissioner	City Council	Commissioner
Primary Phone	541-490-3496	503-516-3934	509-929-9634
Primary Email	arthur.babitz@hoodrivercounty.gov	G.Polson@cityofhoodriver.gov	mfox@portofhoodriver.com
Secondary Phone			
Alternate Member	Nathan DeVol	Jacob Edwards	Kathryn Thomas
Title	Alternate	Alternate	Alternate
Primary Phone	541-490-0728	703-346-3812	585-506-6050
Primary Email	natedevol@gmail.com	edwardsjacob02@gmail.com	kthomas@anamarinc.com
Secondary Phone			
Copy on correspondence?			
Administrative Support	Heidi DeHart	Abigail Elder	
Title	Executive Assistant	City Manager	
Physical Address			
Mailing Address	601 State St.	211 Second St.	
City, ST Zip	Hood River, OR 97031	Hood River, OR 97031	
Primary Phone	541-387-6826	(541) 387-5214: office	
Primary Email	heidi.dehart@hoodrivercounty.gov	a.elder@cityofhoodriver.gov	
Secondary Phone		(541) 387-5252	
Copy on correspondence?	Yes	Yes	