

**Board of Commissioners**

Robert Stevens – Chairman  
Frank Spence – Vice-Chair  
Tim Hill – Secretary  
James Campbell – Treasurer  
Dirk Rohne – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100  
Astoria, OR 97103  
Phone: (503) 741-3300  
Fax: (503) 741-3345  
[www.portofastoria.com](http://www.portofastoria.com)

**Regular Session**

September 3, 2024 @ 4:00 PM  
422 Gateway Ave Suite 100, Astoria, OR\*

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The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

\*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

**Agenda**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. COMMISSION REPORTS
5. CHANGES/ADDITIONS TO THE AGENDA
6. PUBLIC COMMENT – for items on the agenda, when not covered by a public hearing  
This is an opportunity to speak to the Commission for 3 minutes regarding any item on the agenda.  
Public comment received by the deadline will be read aloud at the meeting.
7. CONSENT CALENDAR:
  - a. Meeting Minutes –
    - Regular Session 7/2/2024..... 3
    - Workshop Session 7/16/2024..... 7
  - b. Financials – July 2024 Estimated..... 11
  - c. Event Calendar – September 2024..... 17
8. ACTION
  - a. Airport Hangar Purchase..... 18
  - b. ITB FY 2024-25 West Basin Marina Pile Replacement..... 20
9. PUBLIC COMMENT – for non-agenda items  
This is an opportunity to speak to the Commission for 3 minutes regarding Port concerns not on the agenda. Public comment received by the deadline will be read aloud during the meeting.
10. EXECUTIVE DIRECTOR COMMENTS
11. UPCOMING MEETING DATES:
  - a. Workshop Session – September 17, 2024 at 4:00 PM
  - b. Regular Session – October 1, 2024 at 4:00 PM
12. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

Please allow time for the normal posting procedure for agendas and meeting packets.

**Board of Commissioners**  
**HOW TO JOIN THE ZOOM MEETING:**

**Online:** Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTFPQTlzQT09>  
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

**Dial In:** (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at [admin@portofastoria.com](mailto:admin@portofastoria.com).

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**MEETING MINUTES  
JULY 02, 2024**

**PORT OF ASTORIA  
REGULAR SESSION  
PIER ONE BUILDING  
#10 PIER 1, SUITE 209  
ASTORIA, OR 97103**

**Call to Order**

Chairman Stevens called the Regular Session to order at 4:00 PM.

**Roll Call**

Commissioners Present: Robert Stevens; Frank Spence; Jim Campbell; Tim Hill; and Dirk Rohne.

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; Finance & HR Director Melanie Howard; Executive Assistant Dianna Delgado.

Port Counsel: Eileen Eakins was not present at this session.

Also Attending: Astoria City Councilor Tom Brownson, Seth Otto of Maul Foster Alongi, Kelsey Balensifer of NW Natural, Rebecca Norden-Bright of *The Astorian*.

**Pledge of Allegiance**

**Commission**

4a. Elect Officers for Fiscal Year 2024-2025

Commissioner Robert Stevens announced the election of officers for the fiscal year 2024-2025. The voice vote is public and requires no nominations or a second motion. Commissioner Jim Campbell nominated Commissioner Stevens as Chairman and for all Commissioners to keep their current positions. No other nominations were made.

The Commission voted unanimously to make no changes to the current Commissioner positions.

Commissioner Stevens was declared Commission Chairman.

Commissioner Spence was declared Commission Vice-President.

Commissioner Campbell was declared Commission Treasurer.

Commissioner Hill was declared Commission Secretary.

Commissioner Rhone was declared Commission Assistant Secretary/Treasurer.

**Commission Reports**

Commissioner Hill did not have anything to report.

Commissioner Spence reported on the following:

In early 2024, Port Agency Intercruises requested that the Port enroll in their reimbursable services program. In this program, the Port must purchase equipment and pay for additional personnel to complete passenger processing upon arrival. The Norwegian Jewel visited the Port on June 28<sup>th</sup>. Upon its arrival, there were no issues with passenger processing. Commissioner Spence believes that Intercruises was able to find a solution to process passengers while on board.

Commissioner Rohne did not have anything to report.

Commissioner Campbell did not have anything to report.

Commissioner Stevens reported on the following:

Gratitude is extended to the Port Commissioners and leadership team for their confidence and support throughout the last year. It was a great year for the Port, with many significant accomplishments.

### **Changes/Additions to the Agenda**

There were no changes to the agenda.

### **Public Comment for items on the agenda:**

No public comment was received.

### **Consent Calendar**

The Consent Calendar consisted of the following:

- Minutes – Budget Committee 5/22/2024; Regular Session 6/4/2024
- Financials – May 2024
- Event Calendar – July 2024

*Commissioner Spence moved to approve the consent calendar as presented. Commissioner Campbell seconded. The motion carried 5-0 amongst the Commissioners present.*

### **Action Items:**

#### **9a. Commission Committee Assignments 2024-2025**

The Port Commission can choose to change their committee assignments if they desire.

- Commissioner Spence's committee assignments remain unchanged.
- Commissioner Campbell's committee assignments remain unchanged.
- Commissioner Hill requested reassignment of the Clatsop Economic Development Resources (CEDR) committee due to difficulties with virtual meetings resulting from hearing impairment. Commissioner Rhone assumed responsibility for the CEDR Committee.
- Commissioner Rhone took on the committee assignment for CEDR. All other committee assignments remain unchanged.
- Commissioner Stevens's committee assignments remain unchanged.

#### **9b. Resolution 2024-04 Making Business Appointments and Authorizations**

- Commissioner Stevens explained that the resolution for making business appointments and authorizations is visited annually.
- Commissioner Spence clarified that once the resolution has been approved, the Officers for the Board of Commissioners will be updated, and the resolution will be signed.

*Commissioner Rhone moved to approve Resolution 2024-04 Making Business Appointments and Authorizations. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.*

#### **9c. Letter of Engagement for audit firm Talbot, Korvola, & Warwick, LLP**

- Commissioner Spence asked Executive Director Will Isom how long it has been since the Port worked with an audit firm other than Talbot, Korvola, & Warwick, LLP (TKW), and what the Port's policy is on switching auditing firms. Isom mentioned there is not a specific policy on this. TKW is an excellent firm known for good communication, affordability, speed, and efficiency.



- Commissioner Spence added that it has been great having TKW and noted their contribution to improving the Port's bookkeeping over the past eight years.

Commissioner Campbell moved to approve the Letter of Engagement for audit firm Talbot, Korvola, & Warwick, LLP. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

#### 9d. Boatyard Master Plan

Isom began the discussion of the Boatyard Master Plan discussion with the following:

- The Boatyard Master Plan was presented to the Port Commission as an advisory item during the May 21, 2024, workshop session to address any final questions or concerns.
- Isom, Deputy Director Matt McGrath, and Commissioners Stevens and Campbell met with Maul Foster Alongi (MFA) to review the Boatyard Master Plan in detail, address any concerns, and inquire about the project.
- Some Commission members raised concerns regarding expenses, space utilization, and the preservation of space for emergency purposes. MFA's approach includes reviewing the Boatyard's performance and the progress of the master plan after each phase is completed.
- The Boatyard's revenue has increased by 280% over the last five years, highlighting its value as an asset and worth investing in.

Seth Otto of Maul Foster Alongi (MFA) joined the Regular Session via Zoom to discuss the overview of the final Boatyard Master Plan and answer any questions. The meeting audio provides a full discussion.

Commissioner Dirk Rhone remarked that the Boatyard Master Plan has been a thorough and deliberate process involving extensive community and stakeholder engagement. Having a Master Plan has allowed the Port to have a project fit to pursue grant awards and garner community support. Commissioner Rhone moved to approve the Boatyard Master Plan. Commissioner Campbell seconded. The motion carried 5-0 amongst the Commissioners present.

#### **Public Comment for items not on the agenda:**

There were no public comments.

#### **Executive Director Comments:**

- Deputy Director McGrath participated in an Industrial Symbiosis Tour organized by the Center for Sustainable Infrastructure in Denmark from June 9 to 15. The tour aims to educate industries on industrial symbiosis and encourage regional implementation. The development of the Airport Industrial Park, Pier 2 West rehabilitation, and the Byproduct Recovery Center made the Port a suitable candidate for this opportunity. See the meeting audio for a debrief and complete discussion.
- Scoular Facility has resumed fish waste processing. Since May, the facility has produced one million pounds of processed fish waste and 200,000 pounds in the last week.
- The Port has formally filed an appeal regarding the enforcement letter from the Department of Environmental Quality (DEQ) concerning stormwater violations at Pier 2. The appeal meeting is scheduled for July 17.
- Isom and McGrath met with two members of the Pacific Northwest Waterways Association (PNWA), Executive Director Neil Maunu and Government Relations Director Dena Horton,

to discuss strategies for securing support for the Boatyard Master Plan and dredging projects at the Port.

- The Finance Committee meeting originally scheduled for July 10 has been postponed. No date has been determined.
- The Port of Astoria administrative office will be closed on July 4th in observance of Independence Day.
- The Commission Chambers at the 422 Gateway building are anticipated to be completed before the next Commission meeting. The lease for Suite 209 will be an action item at the Port Workshop Session scheduled for July 16.
- A log ship will arrive at the Port on July 6<sup>th</sup>.

**Upcoming Meeting Dates:**

- Workshop Session – July 16, 2024 at 4:00 PM
- Regular Session – August 6, 2024 at 4:00 PM

**Adjourned:**

Chairman Stevens adjourned the meeting at 4:55 PM.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Robert Stevens, Board Chairman  
Board of Commissioners

\_\_\_\_\_  
Tim Hill, Secretary  
Board of Commissioners

Respectfully submitted by:  
Dianna Delgado  
Executive Assistant

\_\_\_\_\_  
September 3, 2024  
Date Approved by Commission

**MEETING MINUTES  
JULY 16, 2024**

**PORT OF ASTORIA**  
WORKSHOP SESSION  
COMMISSION CHAMBERS  
422 GATEWAY AVE., SUITE 100  
ASTORIA, OR 97103

**Call to Order:**

Chairman Stevens called the Workshop Session to order at 4:00 pm.

**Roll Call:**

Commissioners Present: Robert Stevens; Frank Spence; Jim Campbell; Tim Hill; and Dirk Rohne.

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; Terminal & Customer Support Manager Sue Transue; Executive Assistant Dianna Delgado.

Port Counsel: Eileen Eakins was present via Zoom.

Also Attending: Len Tumbarello of Northwest Oregon Works, Kathleen MacArthur of Theriot Chiropractic, and Rebecca Norden-Bright of *The Astorian*.

**Pledge of Allegiance**

**Changes/Additions to the Agenda:**

Executive Director Will Isom proposed a change to the agenda. At the request of Port's attorney, Eileen Eakins, action item 7d was placed ahead of action item 7a for discussion, and action item 7b was removed from the agenda to obtain additional quotes.

Commissioner Rhone moved to approve the agenda as amended. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

**Public Comment:**

Rob Steines a restaurant owner and local fisherman, highlighted the Boatyard's value for boat maintenance and repairs. It is a significant asset to the community and a great resource for fishermen.

**Award Presentation:**

6a. Northwest Oregon Works Grant

The Port of Astoria submitted a request to Northwest Oregon Works (NOW) for funding to purchase a forklift to aid with maritime operations at the Boatyard.

Len Tumbarello of NOW prefaced the grant award with the following:

- NOW is a workforce development board that serves Benton, Clatsop, Columbia, Lincoln, and Tillamook Counties.
- Responsibilities include the management of NOW funds and strategic investment in maritime operations.
- NOW granted the Port an award of \$11,500.00.

Isom expressed appreciation for NOW's support of the Port and the grants received, including \$25,000 awarded on June 23, 2023, which will help fund the Boatyard's development. The Board of Commissioners has approved the Boatyard Master Plan, and planning for Phase 1 has begun. The grant awarded by NOW is a great way to mark the start of the master plan.

### **Action Items:**

#### 7a. Resolution 2024-05 Amending Public Contracting Rules and Procedures

- On the April 16, 2024 workshop session, Port Counsel Eileen Eakins shared the Port's contracting and purchasing policy, which was last updated in 2017. During the presentation, Eakins noted that an update to the purchasing and contracting policy was necessary due to changes in the law.
- Eakins explained the specific changes made to the policy. For a complete description and highlights, please refer to the meeting audio.
- Isom explained that the Port adopts a conservative approach to spending. Any large, unbudgeted items not listed on the adopted budget are presented to the Commission for approval, as Isom believes it is the most appropriate course of action. Isom added that there are separate policies for Port staff based on their roles, including guidelines for company credit card users, which specify a maximum spending amount before requiring approval.
- Commissioner Frank Spence expressed trust in Isom and the Port's leadership team and feels comfortable with the changes made to the Port's Contract and Purchasing Policy.

Commissioner Rhone moved to approve Resolution 2024-05 Amending Public Contracting Rules and Procedures. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

#### 7c. RFE# 0191 Flat Bed for Maintenance Truck

Isom presented the request for expenditure #0191 to purchase a flatbed for one of the Port's maintenance trucks. Director of Maintenance Joe Tadei acquired three quotes, with Diamond K Sales as the lowest bidder. Diamond K's quote does not include installation, allowing the maintenance department to complete the installation in-house.

Commissioner Campbell moved to approve RFE# 0191 Flat Bed for Maintenance Truck. Commissioner Rhone seconded. The motion carried 5-0 amongst the Commissioners present.

#### 7d. Review and Approve Lease Agreement for Suite 209

Terminal & Customer Support Manager Sue Transue presented the lease agreement for suite 209 to the Commission for review and approval. The lease presented was a five-year agreement between Theriot Chiropractic and the Port and would require construction and modifications to the space. Deputy Director Matt McGrath explained to the Commission that any changes to the space must pass engineering standards and be able to support any equipment in the chiropractic office.

Commissioner Rhone moved to approve the Lease Agreement for Suite 209. Commissioner Spence seconded. The motion carried 5-0 amongst the Commissioners present.

### **Commission Comments:**

Commissioner Campbell commented on the following:

The location of the new commission chambers is more convenient.

Commissioner Rohne commented on the following:

Thanks to the new tenants of Suite 209. The maintenance staff did a great job creating a new meeting place for the Port Commission.

Commissioner Spence commented on the following:

Compliments to the maintenance crew for transforming the space at the 422 Gateway building into a new meeting room.

Commissioner Hill commented on the following:

Echo all the comments made about the new meeting room.

Commissioner Stevens did not have any comments.

**Executive Director Comments:**

- Thanks to the maintenance team for completing the work to create a meeting place in 40 days.
- Thanks to Wells Electrical Contracting for helping finalize the electrical work in the new meeting room on short notice.
- Discussions were held with McGrath and Popkin Real Estate (“Popkin”) regarding the redevelopment of the Riverwalk Hotel, marking the initial phase of the Waterfront Master Plan. Tentatively, the staff will present an intent to bid to the Commission at the August 16<sup>th</sup> Workshop Session. This intent to bid aims to gauge the interest and qualifications of potential bidders. The selection process will include proposal submissions, site tours, interviews, and a recommendation from Port’s staff leadership team to the Commission for final approval.
- Popkin has engaged in several projects with the Port, including the division of a tax lot, development initiatives at the Airport, and evaluations of Port-owned properties.
- Information regarding urban renewal funds was obtained from the City of Astoria during a meeting with the City Manager. The City Council intends to devise a plan for allocating and investing these funds. The Boatyard is a strong candidate for these funds due to its early project state and substantial community support. A meeting will be scheduled with the Astoria City Mayor, the City Manager, the Oregon State Bar Commission President, and Commissioner Robert Stevens to discuss the logistics of the fund acquisition request before the Commission’s review.
- A meeting with the Clatsop County Planning Manager was conducted to perform an economic opportunity analysis focusing on regional economic pillars and the “blue economy.” Clatsop County solicited input from the Port.
- The meeting with the Department of Environmental Quality (DEQ) to appeal the recent fine is set for July 17th.
- Congresswoman Suzanne Bonamici will host an invite-only small ports forum on Thursday, July 18, at 10 a.m.
- A letter was received from former Senator Betsy Johnson, including a Port of Astoria mooring basin lease dated August 25th, 1947, for a month-long moorage at the basin for \$10.
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**Upcoming Meeting Dates:**

- Regular Meeting – August 6, 2024, at 4:00 PM
- Workshop Session – August 16, 2024 at 4:00 PM

**Adjourned:**

Chairman Stevens adjourned the meeting at 5:52 PM.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Robert Stevens, Board Chairman  
Board of Commissioners

\_\_\_\_\_  
Tim Hill, Secretary  
Board of Commissioners

Respectfully submitted by:  
Dianna Delgado  
Executive Assistant

September 3, 2024  
Date Approved by Commission

DRAFT



JULY 2024

## ESTIMATED FINANCIALS NARRATIVE \*

For July 2024, the Port shows an operating gain of \$325,500. This operating gain is ahead of budget expectations by \$122,500 and prior-year profits by \$245,500. Operating revenue YTD is at 96% and expenses are at 82% of budget. Non-operating income is 101% of budget, while non-operating expense is 94% of budget. Total net profit YTD is \$171,600, which is \$148,200 ahead of budget expectations and \$179,200 ahead of prior-year profits.

Looking at major income items, dockage revenues were short of budget expectations by \$51,000 but were up \$42,500 from the prior fiscal year. Lease & Rental Income was close to budget and up \$33,800 from the prior year. Income from Rebilled Expense (tenant utilities, longshore labor, etc.) was ahead of budget by \$51,800 and up \$163,700 from the prior year.

Gross Marina revenues were 104% of both budget and prior year. Boatyard gross revenues were at 135% of budget and 129% of the prior year. Net profits from marina fuel sales were \$22,600, similar to the prior year, while Airport fuel profit was up by \$5,100 for a total net profit of \$40,400.

Personnel services were over-budget by \$23,400 while and materials and services were under-budget by \$198,800.

Capital spending in July was primarily for Pier 2 West Engineering, Pier One Building remodels/upgrades and generator, an additional Airport courtesy car, and Backfill & Site Prep behind Recology.

Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - Jul 2024	\$ 42,882	7,427	\$ 27,573	\$ 15,309	\$ 24,281	5,545	\$ 17,383	\$ 6,898
Jul - Jul 2023	\$ 55,996	8,687	\$ 38,186	\$ 17,810	\$ 14,093	3,093	\$ 9,260	\$ 4,833
Airport Fuel	Jet A Sales \$	Jet A Sales Gal	Jet A COGS	Jet A Profit	100LL Sales \$	100LL Sales Gal	100LL COGS	100LL Profit
Jul - Jul 2024	\$ 65,184	13,037	\$ 40,199	\$ 24,985	\$ 44,426	7,649	\$ 29,029	\$ 15,397
Jul - Jul 2023	\$ 89,605	17,882	\$ 58,015	\$ 31,590	\$ 35,745	6,333	\$ 32,087	\$ 3,658

\*Numbers have been rounded to the nearest hundredth value. Final financials should be presented in October.

**Port of Astoria**  
**Profit & Loss Actual vs. Budget**  
 Estimated July 2024

	<b>ESTIMATED Actuals July 2024</b>	<b>Actuals July 2023</b>	<b>Budget July 2024</b>	<b>Budget Variance Through Jul</b>	<b>% of Budget Through Jul</b>	<b>Full '24-'25 Budget</b>
<b><u>Operating Revenues</u></b>						
Dockage & Vessel Service	117,240	74,693	168,323	-51,083	70%	1,861,299
Lease & Rental Income	308,564	274,772	307,476	1,088	100%	3,504,146
Rebilled Expenses	352,296	188,642	300,452	51,844	117%	3,295,733
Boat Haulout	85,513	66,242	63,434	22,079	135%	720,000
Marina Revenues	73,087	69,948	70,597	2,490	104%	667,820
Fuel Sales	176,774	195,439	259,948	-83,174	68%	2,366,984
Ticket Revenues	50	125	155	-105	32%	2,500
Other Income	11,466	4,203	7,522	3,944	152%	98,450
<b>Total Operating Revenues</b>	<b>1,124,989</b>	<b>874,064</b>	<b>1,177,907</b>	<b>-52,918</b>	<b>96%</b>	<b>12,516,932</b>
<b><u>Operating Expenses</u></b>						
Personnel Services	238,607	209,334	215,212	23,395	111%	3,283,196
Materials and Services	560,927	584,771	759,773	-198,846	74%	5,993,483
<b>Total Operating Expenses</b>	<b>799,535</b>	<b>794,105</b>	<b>974,985</b>	<b>-175,450</b>	<b>82%</b>	<b>9,276,679</b>
<b>Income from Operations</b>	<b>325,455</b>	<b>79,959</b>	<b>202,922</b>	<b>122,533</b>	<b>160%</b>	<b>3,240,253</b>
<b><u>Non-Operating Revenues</u></b>						
Property Tax Revenues-Genl Fund	7,791	8,252	9,582	-1,791	81%	1,112,850
Timber Tax Revenues	0	0	0	0	0%	192,580
Other County Revenues	4,156	123	619	3,537	671%	39,500
Grants*	189,506	21,764	189,506	0	100%	2,082,400
Settlement	0	0	0	0	0%	0
Interest Income	1,872	643	1,100	772	170%	13,200
<b>Total Non-Operating Revenues</b>	<b>199,555</b>	<b>30,782</b>	<b>197,037</b>	<b>2,519</b>	<b>101%</b>	<b>3,440,530</b>
<b><u>Total Non-Operating Expenses</u></b>						
Capital Outlay*	297,740	92,904	297,740	0	100%	5,177,230
Interest Expense	128	10,242	9,547	-9,419	1%	430,567
Principal Expense	59,285	15,138	72,994	-13,709	81%	1,252,832
<b>Total Non-Operating Expenses</b>	<b>357,153</b>	<b>118,284</b>	<b>380,281</b>	<b>-23,128</b>	<b>94%</b>	<b>6,860,629</b>
<b>Net Income (Loss)</b>	<b>171,627</b>	<b>-7,543</b>	<b>23,448</b>	<b>148,180</b>	<b>732%</b>	<b>-179,846</b>

\*\*Capital Outlay/Grants year-to-date budget set to match Revenue/Expense, not seasonally adjusted.



**Port of Astoria**  
**Balance Sheet**  
ESTIMATED as of July 2024

July 31, 2024

<b>ASSETS</b>		
<b>Current Assets</b>		
<b>Cash &amp; Cash Equivalents</b>		
Cash Funds	745	
Operating Account #1442	949,657	
Payroll Account #5344	61,833	
Bornstein MMA #0004	0	
Money Market #1259	771,052	
Restricted AOC4 MMA #0760	256,164	
<b>Total Clatsop Community Bank</b>	<b>2,038,706</b>	
<b>Total Cash &amp; Cash Equivalents</b>	<b>2,039,451</b>	
Accounts Receivable	1,000,793	
Other Current Assets	3,447,230	
	<b>6,487,474</b>	
<b>Total Current Assets</b>	<b>6,487,474</b>	
<b>Fixed Assets</b>	<b>35,346,412</b>	
<b>Other Assets</b>		
Long-term Receivables	16,345,976	
	<b>58,179,862</b>	
<b>TOTAL ASSETS</b>	<b>58,179,862</b>	
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts Payable	454,947	
Other Current Liabilities	14,672,388	
<b>Total Current Liabilities</b>	<b>15,127,336</b>	
<b>Long Term Liabilities</b>		
Accrued Vacation Payable	156,798	
Accrued Sick Leave	167,614	
Notes Payable	13,007,848	
Net Pension Liability	1,337,577	
OPEB Liability	738,399	
Lease Liability	132,494	
Pollution Remediation AOC 4 Liability	2,564,338	
Less Current Portion LT Debt	-1,342,522	
<b>Total Long Term Liabilities</b>	<b>16,762,546</b>	
<b>Total Liabilities</b>	<b>31,889,882</b>	
<b>Equity</b>		
Retained Earnings	25,892,086	
Net Income	397,893	
<b>Total Equity</b>	<b>26,289,980</b>	
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>58,179,862</b>	



Capital Projects  
 Estimated July 2024  
 Budget to Actual

DEPARTMENT AND PROJECT			CAPITAL SPENDING & GRANTS			CAPITAL PROJECTS & GRANTS			Estimate of Remaining POA Expense	Priority (1-10)
Department	Acctg Ref #	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 07/31/2024	Grants Received through 07/31/2024	through 07/31/2024 NET OF GRANTS		
WFW	15	Pier 2 West Engineering - 90% Design	834,800	584,400	250,400	160,572	160,572	-	250,400	1
WFW	17	Pier 2 West NEPA Requirements	80,630	30,000	50,630	3,770	3,770	-	50,630	1
WFW	18	Pier 2 West Appraisals	10,800	-	10,800	4,965	-	4,965	5,835	1
WFW	51	Pier 2 West Wetlands Mitigation Bank Study	26,500	23,850	2,650	6,138	-	6,138	(3,488)	1
Airport	08	Airport Industrial Park	250,000	-	250,000	-	-	-	250,000	2
Airport	11	Tide Gate Feasibility Study	40,000	40,000	-	-	-	-	-	2
WFE - Marinas	16	2024-25 Security Upgrades: Trident Equipment, Misc. 2023-24 Security Upgrades: Pier 1 Generator; Pier 1 Booth; Cyber Security	50,000	37,500	12,500	-	-	-	12,500	2
WFW	27		90,000	31,500	58,500	21,390	13,363	8,027	50,473	2
Airport	13	Airport Land Improvements	30,000	-	30,000	3,638	-	3,638	26,363	3
WFW	23	Pier 2 East - Repairs based on ODOT reports	550,000	-	550,000	3,710	-	3,710	546,290	3
WFE - Marinas	03	Fender Pile Replacement (25) West Basin Marina	250,000	-	250,000	-	-	-	250,000	3
WFE - Marinas	36	East Mooring Basin Dredging	400,000	-	400,000	-	-	-	400,000	3
WFW	14	Pier 1 Face - Replace Yokohamas	40,000	-	40,000	-	-	-	40,000	3
Airport	05	Backfill and Site Prep Behind Recology	250,000	-	250,000	50,000	-	50,000	200,000	4
Airport	02	Airport Tractor and Mower	60,000	-	60,000	-	-	-	60,000	5
WFE - Marinas	06	West Basin T-Dock Power	85,000	-	85,000	-	-	-	85,000	5
WFW	10	422 Gateway Building - Repairs/Upgrades	200,000	-	200,000	4,462	-	4,462	195,538	5
WFW - Boatyard	20	Boatyard Equipment	1,377,000	1,032,750	344,250	-	11,800	(11,800)	356,050	5
WFW - Boatyard	30	Boatyard Upgrades	25,000	-	25,000	-	-	-	25,000	5
Administration	01	2024-25 IT Upgrades	30,000	-	30,000	-	-	-	30,000	6
Airport	07	Hangar Maintenance	300,000	300,000	-	-	-	-	-	6
WFW	04	Pier 1 Building - Repairs/Upgrades	35,000	-	35,000	20,474	-	20,474	14,526	7
Airport	09	Terminal Building - Remodel/Upgrades	50,000	-	50,000	1,730	-	1,730	48,270	7
WFW	12	413 Gateway Building - Repairs/Upgrades	55,000	-	55,000	-	-	-	55,000	7
WFW	24	Gateway Avenue Repair / Restripe	27,500	-	27,500	-	-	-	27,500	7
WFW	25	Wayfinding Signage	30,000	-	30,000	2,317	-	2,317	27,683	8
		Misc	-	-	-	14,575	-	14,575	(14,575)	
<b>TOTALS</b>			<b>5,177,230</b>	<b>2,080,000</b>	<b>3,097,230</b>	<b>297,740</b>	<b>189,506</b>	<b>108,234</b>	<b>2,988,996</b>	

Port of Astoria  
Vouchers Paid -- Operating Acct



Accrual Basis

Type	Date	Num	Name	Memo	Credit
<b>102-00 - Cash</b>					
<b>102-02 - CCB Operating #1442</b>					
Bill Pmt -Check	08/05/2024	84051	A Coastal Lock & Key, LLC	CCB#181688	80.00
Bill Pmt -Check	08/05/2024	84052	Amazon	Acct #A30230TH9VG0U	91.22
Bill Pmt -Check	08/05/2024	84053	America's Phone Guys	Acct# 31377	410.22
Bill Pmt -Check	08/05/2024	84054	Anchor Graphics		108.00
Bill Pmt -Check	08/05/2024	84055	AT&T	Acct # 019 295 1870 001 - July 24	25.79
Bill Pmt -Check	08/05/2024	84056	AVH Consulting, LLC	PoA_040824	11,922.52
Bill Pmt -Check	08/05/2024	84057	Aviation Laboratories	AS450	1,696.00
Bill Pmt -Check	08/05/2024	84058	Bio-Med Testing Services, Inc.	POASTORI	109.00
Bill Pmt -Check	08/05/2024	84059	BOLI	Project DB # 107093 Gravel Pad Extension	250.00
Bill Pmt -Check	08/05/2024	84060	Brendon Stock (A/P)	Reimb for BY Motor stands 2024 (second trip)	961.64
Bill Pmt -Check	08/05/2024	84061	Brian Jacobsen (A/P)	Reimbursements	24.30
Bill Pmt -Check	08/05/2024	84062	CenturyLink	Acct # 497163267	111.39
Bill Pmt -Check	08/05/2024	84063	Cintas Corporation	10829	280.81
Bill Pmt -Check	08/05/2024	84064	City Lumber	Cust # 7259	257.94
Bill Pmt -Check	08/05/2024	84065	City of Astoria - utilities		808.74
Bill Pmt -Check	08/05/2024	84066	Clatsop County Lawn & Tractor	544212	51.94
Bill Pmt -Check	08/05/2024	84067	Columbia Dockworks	Pier 2 East Consulting: 06/22/24-07/17/24	3,710.00
Bill Pmt -Check	08/05/2024	84068	Columbia Fire & Safety, LLC	Inv# 15514 - Marina	559.00
Bill Pmt -Check	08/05/2024	84069	Columbia Steel Supply		326.70
Bill Pmt -Check	08/05/2024	84070	Consolidated Supply Co.	Cust # 141554 Inv#	1,101.12
Bill Pmt -Check	08/05/2024	84071	Cummins Sales & Service	254600	2,147.55
Bill Pmt -Check	08/05/2024	84072	Custom Excavating	Recology Pad Extension Inv# 6001 ****COI & BOND CO...	50,000.00
Bill Pmt -Check	08/05/2024	84073	DebtBook	Reference 20220729-101932134 - 080324-080225, Inv#...	6,500.00
Bill Pmt -Check	08/05/2024	84074	DEQ		1,118.37
Bill Pmt -Check	08/05/2024	84075	Dianna Degado (A/P)	Reimbursements	101.09
Bill Pmt -Check	08/05/2024	84076	DSL	DSL File# WD2024-0326	559.00
Bill Pmt -Check	08/05/2024	84077	Earthworx Excavation, LLC		3,637.50
Bill Pmt -Check	08/05/2024	84078	Frank Spence, Commissioner	FS Commission Meeting Reimb - July 2024	150.00
Bill Pmt -Check	08/05/2024	84079	iFocus Consulting, Inc.		6,000.00
Bill Pmt -Check	08/05/2024	84080	J P Plumbing Company, Inc.	Cust ID: AS75	12,752.00
Bill Pmt -Check	08/05/2024	84081	Jackson and Son Oil	Acct # 63045	16,481.58
Bill Pmt -Check	08/05/2024	84082	Lawson Products		421.79
Bill Pmt -Check	08/05/2024	84083	Matthew McGrath (A/P)	Matt McGrath Reimb - June 2024 Phone	70.00
Bill Pmt -Check	08/05/2024	84084	Melanie Howard (A/P)		272.03
Bill Pmt -Check	08/05/2024	84085	National Business Furniture LLC	Terminal Building Upgrades - Furniture Inv# MK608101-...	1,729.62
Bill Pmt -Check	08/05/2024	84086	North Coast Truck Parts	W/O#3552	22.00
Bill Pmt -Check	08/05/2024	84087	Northwest Local Gov't Legal Advisors LGL		4,845.00
Bill Pmt -Check	08/05/2024	84088	NW Natural	Acct #2737126-9	134.03
Bill Pmt -Check	08/05/2024	84089	Olson Asphalt Maintenance, LLC		920.00
Bill Pmt -Check	08/05/2024	84090	Oregon - Employment Tax	BUS ID# 0504015-4	318.12
Bill Pmt -Check	08/05/2024	84091	Oregon Dept. of Agriculture	Voucher #264646	990.00
Bill Pmt -Check	08/05/2024	84092	P & L Johnson Mechanical, Inc.	#10 Pier 1 Ste 202 & 208 New Damper - Inv# 51604	876.93
Bill Pmt -Check	08/05/2024	84093	Pacific Power	Acct #09996911-001 6 (SS)	324.16
Bill Pmt -Check	08/05/2024	84094	PacificSource Administrators	Employer ID: P00431	2,838.77
Bill Pmt -Check	08/05/2024	84095	Pape Machinery, Inc.	Cust # 101890	468.25
Bill Pmt -Check	08/05/2024	84096	Performance Promotions	Inv# 6843	1,222.00
Bill Pmt -Check	08/05/2024	84097	PERS Health	AS - Group: 10013822 Subscriber: H80550901 Stoffelso...	278.28
Bill Pmt -Check	08/05/2024	84098	Peterson / CAT	Cust #7302050	15,390.00
Bill Pmt -Check	08/05/2024	84099	PetroCard, Inc.	01-0004280	675.61
Bill Pmt -Check	08/05/2024	84100	Precision Approach Engineering	Project # AST009D - Final Invoice	25,447.95
Bill Pmt -Check	08/05/2024	84101	Real Estate Service Group, Inc		8,800.00
Bill Pmt -Check	08/05/2024	84102	Red Dwarf Graphx	Inv# 93730	2,317.00
Bill Pmt -Check	08/05/2024	84103	Robert D Hanks	Reimb Medicare Supplement Plan	278.28
Bill Pmt -Check	08/05/2024	84104	S. Bruce Conner		2,100.00
Bill Pmt -Check	08/05/2024	84105	Sasha D. Raichl Construction		400.00
Bill Pmt -Check	08/05/2024	84106	Sherwin-Williams	4251-5877-1	44.99
Bill Pmt -Check	08/05/2024	84107	Sierra Springs	928320221793628	129.98
Bill Pmt -Check	08/05/2024	84108	Special Touch Janitorial, Inc.		3,600.00
Bill Pmt -Check	08/05/2024	84109	Spectrio, LLC	Acct # SPX755863	210.00
Bill Pmt -Check	08/05/2024	84110	Spectrum - 5501	8787 14 001 0420590	39.99
Bill Pmt -Check	08/05/2024	84111	Staples Advantage		266.37
Bill Pmt -Check	08/05/2024	84112	Sweet Septic and Portable Service	August Event 2024	230.00
Bill Pmt -Check	08/05/2024	84113	Terry's Plumbing LLC		84.71
Bill Pmt -Check	08/05/2024	84114	Texas Refinery Corp.	Cust # 1052968	501.50
Bill Pmt -Check	08/05/2024	84115	TMP Marine Products		4,811.00
Bill Pmt -Check	08/05/2024	84116	Todd Newton	Reimbursements	35.99
Bill Pmt -Check	08/05/2024	84117	VenTek International	Cust # PORTASTORIA	475.00
Bill Pmt -Check	08/05/2024	84118	Verizon Wireless #7705-1	270297705-00001	524.00
Bill Pmt -Check	08/05/2024	84119	Walter E. Nelson Co.	Cust # 1629	1,052.68
Bill Pmt -Check	08/05/2024	84120	Wells Electrical Contracting, Inc.		8,854.72
Bill Pmt -Check	08/05/2024	84121	Will Isom (A/P)	Reimb for mileage	147.25
Total 102-02 - CCB Operating #1442					214,481.42
Total 102-00 - Cash					214,481.42
<b>TOTAL</b>					<b>214,481.42</b>

8.5.24  
OK  
JNO



Port of Astoria  
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
<b>102-00 - Cash</b>					
<b>102-02 - CCB Operating #1442</b>					
Bill Pmt -Check	08/20/2024	84122	A Coastal Lock & Key, LLC	CCB#181688 Inv# 12590	65.00
Bill Pmt -Check	08/20/2024	84123	Ag-Bag Forage Solutions	2024 Airport Mower - Kioti RX7320 PS Cab Tractor w...	61,498.18
Bill Pmt -Check	08/20/2024	84124	Amazon		148.32
Bill Pmt -Check	08/20/2024	84125	B&S Pest Management, LLC	Acct#: 5096	265.00
Bill Pmt -Check	08/20/2024	84126	Bio-Med Testing Services, Inc.	POASTORI	29.00
Bill Pmt -Check	08/20/2024	84127	C-TechSolutions LLC	Inv# PAST0009	449.99
Bill Pmt -Check	08/20/2024	84128	Calhoun & DeJong, Inc.	Cust # PORT05	2,362.69
Bill Pmt -Check	08/20/2024	84129	Campbell Environmental		7,280.00
Bill Pmt -Check	08/20/2024	84130	Carpet Corner Company	Inv# 5141 Airport Carpet Installation, June 2024 Inv# ...	6,051.00
Bill Pmt -Check	08/20/2024	84131	Cintas Corporation	10829	202.15
Bill Pmt -Check	08/20/2024	84132	City of Warrenton		22,974.96
Bill Pmt -Check	08/20/2024	84133	CityServiceValcon ( CSV )		30,424.27
Bill Pmt -Check	08/20/2024	84134	Clatsop County Fair & Expo	AIRPORT FLY-IN EVENT	400.00
Bill Pmt -Check	08/20/2024	84135	Clatsop County Lawn & Tractor	544212	54.00
Bill Pmt -Check	08/20/2024	84136	Clean Water Technologies, LLC ( CWT )		2,772.12
Bill Pmt -Check	08/20/2024	84137	Columbia Dockworks.	Pier 2 East Consulting	2,495.00
Bill Pmt -Check	08/20/2024	84138	Columbia Fire & Safety, LLC	Inv# 15572 Security	18.00
Bill Pmt -Check	08/20/2024	84139	Columbia Screen Printing LLC	Airport Open House 2024	1,137.60
Bill Pmt -Check	08/20/2024	84140	Columbia Steel Supply	Inv# 277983	40.19
Bill Pmt -Check	08/20/2024	84141	Curtis Blue Line	C193585	1,239.00
Bill Pmt -Check	08/20/2024	84142	DEQ - Permit	Permit# 32740 - Airport STM Industrial NPDES GEN...	1,527.76
Bill Pmt -Check	08/20/2024	84143	DEQ - Project	Proj# 117915-00	151.85
Bill Pmt -Check	08/20/2024	84144	Diamond K Sales LLC	Quote # 17269	6,062.36
Bill Pmt -Check	08/20/2024	84145	Earthworx Excavation, LLC		11,096.25
Bill Pmt -Check	08/20/2024	84146	Eclipse Maritime	Costs to move Swift Responder	10,072.00
Bill Pmt -Check	08/20/2024	84147	Englund Marine (Boatyard) 15589	Acct# 15589	20.74
Bill Pmt -Check	08/20/2024	84148	Englund Marine (Marina) 14130	Acct# 14130	479.86
Bill Pmt -Check	08/20/2024	84149	Englund Marine (MX) 14129	Acct# 14129	103.76
Bill Pmt -Check	08/20/2024	84150	Haglund Kelley LLP	General # 10437.00 & Dispute # 10437.018 America...	360.00
Bill Pmt -Check	08/20/2024	84151	Harold Culver (Retiree)	Reimb Medicare Supplement Plan - August 2024	278.28
Bill Pmt -Check	08/20/2024	84152	Home Depot	6035 3225 3191 4798	802.72
Bill Pmt -Check	08/20/2024	84153	Homes By the Sea	Inv date: August 12, 2024 Airport Install Baseboard, F...	1,430.00
Bill Pmt -Check	08/20/2024	84154	iFocus Consulting, Inc.		6,238.20
Bill Pmt -Check	08/20/2024	84155	J P Plumbing Company, Inc.	Cust ID: AS75	310.00
Bill Pmt -Check	08/20/2024	84156	Jackson and Son Oil		48,023.35
Bill Pmt -Check	08/20/2024	84157	Lawson Products	Cust # 10075026 Inv# 9311746508	240.13
Bill Pmt -Check	08/20/2024	84158	Lum's Auto Center		75,154.51
Bill Pmt -Check	08/20/2024	84159	Maritime Fire & Safety Assoc.	Cust ID: PORAST02	810.00
Bill Pmt -Check	08/20/2024	84160	McCall Tire Center, Inc.	Cust # A21-01162 Airport Truck Inv# 72100774354	1,411.84
Bill Pmt -Check	08/20/2024	84161	Napa Auto Parts	Cust # 76004	60.46
Bill Pmt -Check	08/20/2024	84162	North Coast Records	2024 Air PA System Audio - Bruce Smith	600.00
Bill Pmt -Check	08/20/2024	84163	North Coast Truck Parts	Acct# 358 Inv# 353794	175.50
Bill Pmt -Check	08/20/2024	84164	NW Natural		178.15
Bill Pmt -Check	08/20/2024	84165	Olson Asphalt Maintenance, LLC	Inv#4035 RFE#0193 Airport Industrial Park Lane Rep...	33,220.00
Bill Pmt -Check	08/20/2024	84166	P & L Johnson Mechanical, Inc.		16,106.99
Bill Pmt -Check	08/20/2024	84167	Pacific Power		14,103.50
Bill Pmt -Check	08/20/2024	84168	Performance Promotions		443.44
Bill Pmt -Check	08/20/2024	84169	PetroCard, Inc.	01-0004280	1,070.06
Bill Pmt -Check	08/20/2024	84170	Purple Cow Toys, Inc.	Ticket 220000050004 Airport Open House 2024	840.00
Bill Pmt -Check	08/20/2024	84171	Quadiant (postage)	Acct# 7900-0440-8073-3391	140.00
Bill Pmt -Check	08/20/2024	84172	Recology Western Oregon		3,419.71
Bill Pmt -Check	08/20/2024	84173	Recology Western Oregon (Acct #232Cr...	A1080000232	593.78
Bill Pmt -Check	08/20/2024	84174	Recology Western Oregon (Acct #4307 ...	1080854307	45.97
Bill Pmt -Check	08/20/2024	84175	Red Dwarf Graphx	Inv# 93746	776.00
Bill Pmt -Check	08/20/2024	84176	SAIF Corporation	Policy 2867405 - Other States Policy	15.00
Bill Pmt -Check	08/20/2024	84177	Solutions YES, LLC	Acct # PO03 INV414369	171.06
Bill Pmt -Check	08/20/2024	84178	Special Districts Health Premiums	Cust # 03-0016324	52,961.16
Bill Pmt -Check	08/20/2024	84179	Special Districts Insurance Services	Entity ID: 16324	298.00
Bill Pmt -Check	08/20/2024	84180	Special Touch Janitorial, Inc.		5,293.75
Bill Pmt -Check	08/20/2024	84181	Spectrum - 0901	Acct # 176560901 Inv# 176560901 080724	189.97
Bill Pmt -Check	08/20/2024	84182	Spectrum - 1001	Acct # 176561001 Inv# 176561001 080724	39.99
Bill Pmt -Check	08/20/2024	84183	Spectrum - 6401	Acct # 176526401 Aug 2024 Inv# 176526401 080724	2,090.10
Bill Pmt -Check	08/20/2024	84184	Staples Advantage		48.84
Bill Pmt -Check	08/20/2024	84185	State and Federal Surplus Property	Cust #R04117	10,262.00
Bill Pmt -Check	08/20/2024	84186	Sweet Septic and Portable Service	June 2024 Inv#41795	415.00
Bill Pmt -Check	08/20/2024	84187	The Magic Shop & More	Inv# 000180 Airport Open House 20024	1,439.00
Bill Pmt -Check	08/20/2024	84188	TKE (Thyssenkrupp Elevator Corp)	Cust # 71259	724.68
Bill Pmt -Check	08/20/2024	84189	WHA Insurance Agency, Inc.	Acct#: 25481 Inv# 927323 Airport Open House 2024...	1,450.00

Total 102-02 - CCB Operating #1442

451,652.19

Total 102-00 - Cash

451,652.19

TOTAL

8-20-24  
OK JTC

*[Handwritten signature]*  
8/20/24

# September 2024

September 2024							October 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	6	7	8	9	10	11	12
8	9	10	11	12	13	14	13	14	15	16	17	18	19
15	16	17	18	19	20	21	20	21	22	23	24	25	26
22	23	24	25	26	27	28	27	28	29	30	31		
29	30												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 1	2	3 4:00pm POA Regular Session 6:00pm Astoria City Council Mtg	4 6:00pm Gearhart City Council Meeting	5	6	7
8	9 6:00pm Seaside City Council Meeting -	10 6:00pm Warrenton City Council Meeting Mtg	11 5:00pm Clatsop Cnty Commission	12	13	14
15	16	17 4:00pm POA Regular Workshop	18	19	20	21
22	23 6:00pm Astoria City Council Mtg 6:00pm Seaside City Council Mtg	24 7:45am AWACC Breakfast Mtg 5:30pm Astoria Planning Commission 6:00pm Warrenton City Council Mtg	25 5:00pm Clatsop Cnty Commission	26	27	28
29	30	Oct 1	2	3	4	5



**BILL OF SALE**

1 Buyer(s) Port of Astoria

2 Seller(s) Philip J/Ann Bales

3 Property Address or Tax ID # Tax account 51014, Astoria, OR 97103

4 \_\_\_\_\_ (the "Property")

5 For good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer and convey to Buyer, the  
 6 personal property described below or on an attached exhibit: All real property associated with the airplane hangar  
 7 identified by tax account #51013.

8 See addendum

19 Seller hereby represents and warrants to Buyer that Seller is the lawful owner of the personal property, and the personal property is free and clear of  
 20 all liens and encumbrances.

21 If this Bill of Sale is executed and Delivered to Buyer before Closing, it will not take effect unless and until Closing occurs, unless otherwise agreed  
 22 in writing.

23 Buyer Will Isom Print Port of Astoria Date 08/16/2024, 11:43:14 AM PDT  a.m.  p.m. ←

24 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

25 Seller Philip J/Ann Bales Print Philip J/Ann Bales Date 08/21/2024  a.m.  p.m. ←

26 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

27 Buyer's Agent Mark Popkin, Dave Koller Seller's Agent Dave Koller, Mark Popkin

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**



SALE AGREEMENT # Hangar

ADDENDUM # 1

RESIDENTIAL

### ADDENDUM TO SALE AGREEMENT

1	Buyer(s) <u>Port of Astoria</u>
2	Seller(s) <u>Philip J/Ann Bales</u>
3	Property Address or Tax ID # <u>Tax account 51014, Astoria, OR 97103</u>
4	(the "Property")

Seller and Buyer hereby agree the following will be a part of the Sale Agreement referenced above:

Sale price to be \$300,000.00 due to Seller at the time of closing.

Buyer to have 10 business days from this agreement to inspect and approve the condition of the property.

The Port of Astoria may require 30 days to explore financing options.

Seller and Buyer to agree on termination of the current lease at the time of closing.

Sale subject to the approval of the Port of Astoria Port Commission within 20 business days of mutual acceptance.

Closing to be on or before 30 days from the date of approval by the Port Commission.

29 Buyer Will Isom Print Port of Astoria Date 08/16/2024, 11:43:14 AM PDT  a.m.  p.m. ←

30 Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

31 Seller Philip J/Ann Bales Print Philip J/Ann Bales Date 08/21/2024  a.m.  p.m. ←

32 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_  a.m.  p.m. ←

33 Buyer's Agent Mark Popkin, Dave Koller Seller's Agent Dave Koller, Mark Popkin

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

OREF 002 | Released 01/2024 | Page 1 of 1

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## INVITATION TO BID (ITB)

FOR

FY 2024-25 Pile Replacement  
West Basin Marina

**ITB Contact:**

Matt McGrath

Port of Astoria

422 Gateway Avenue, Suite 100

Astoria, OR 97103

(503) 741-3336 / (503) 741-3345 (fax)

[mmcgrath@portofastoria.com](mailto:mmcgrath@portofastoria.com)



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FY 2024-25 Pile Replacement  
422 Gateway Avenue, Suite 100  
Astoria, OR 97103

### **INVITATION TO BID**

The Port of Astoria (“Port”) will receive sealed bids up to that date and time as specified on the Solicitation Schedule (“Schedule”) below. Bids will be publicly opened and read aloud in accordance with the Schedule at the Port Administration Offices located at 422 Gateway Avenue, Suite 100, Astoria, Oregon, 97103.

The Port seeks to engage a qualified contractor to complete the following work denoted in Exhibit A:

#### **West Basin Marina – 25 Steel Piles (50 ft length, 12” diameter, .375” wall thickness)**

- Pull existing 9” piles and dispose in accordance with Oregon law
- Furnish and Install 25 steel piles and bird caps

The Port’s FY 2024-25 Pile Replacement Project provides maintenance necessary to facilitate moorage within the Central Waterfront District. The project includes removal and replacement of damaged piles in accordance with the Port of Astoria’s current maintenance permits:

- USACE: NWP-2017-249-1, dated August 16, 2023; IWWW: Oct 1 through Nov 30, 2024
- DSL: 60219-RF Renewal, dated May 29, 2024; IWWW: Nov 1, 2024 through Feb 28, 2025

The above permits will be available on the Port’s website during the solicitation period. The West Basin permits allow for the removal/replacement of 197 piles. To date, 84 piles have been replaced. The Central Waterfront permits allow for the removal/replacement of 2,546 cubic yards of material within the Central Waterfront respectively. To date, less than 700 cubic yards have been removed/replaced within the Central Waterfront District under the respective permits.

This is a public works project subject to Oregon prevailing wage requirements (ORS 279C.800 *et seq.*).

The Port will not consider a Bid under this solicitation unless the Bidder is licensed by the Construction Contractors Board.

The Port shall give preference to Bids that are based on the use of goods manufactured from recycled materials *if*:

- i) the recycled product is available,
- ii) the recycled product meets applicable standards,
- iii) the recycled product can be substituted for a comparable nonrecycled product, and
- iv) the recycled product's costs do not exceed the costs of nonrecycled products by more than five percent.

A mandatory pre-bid meeting and site visit will be held as per the date and time indicated on the Schedule.

Bid documents and addenda for this project will be available online at the Port of Astoria website: [www.portofastoria.com/Public\\_Notice.aspx](http://www.portofastoria.com/Public_Notice.aspx). It is the bidder's responsibility to check with the Port prior to submitting a bid to confirm that it has received a complete solicitation package, including but not limited to any addenda.

Each potential Bidder is responsible for performing its own investigations and making its own assessments as to the extent and nature of the work and best approach to accomplishing the work while complying with any and all applicable permits.

The Port reserves the following rights regarding this Invitation to Bid:

1. The Port may cancel this solicitation, reject any and all bids submitted, or waive minor informalities in bids if, in the judgment of the Port Commissioners, the best interests of the Port would be served.
2. The Port may modify or otherwise vary the terms and conditions of the ITB at any time prior to the deadline for submission of bids, including but not limited to deadlines for submission, schedules and Bid requirements;
3. If all bids exceed estimated costs, the Port may negotiate with the highest-ranked bidder in order to modify the scope and cost for the work. If the Port is unable to reach agreement with the highest-ranked Bidder, the Port may negotiate terms with the second-ranked Bidder, and so on.
4. A written or verbal response to a Bid does not obligate the Port to an agreement.

**Estimated Schedule:**

<b>West Marina Piling Replacement - Solicitation Schedule</b>		
<b>Event</b>	<b>Scheduled Time or Deadline</b>	
	<b>Date</b>	<b>Time</b>
Issue ITB	8/13/2024	N/A
Pre-Bid Meeting / Site Inspection	8/22/2024	1:00 PM
Question Deadline	8/26/2024	5:00 PM
Submission Deadline	8/29/2024	3:00 PM
Subcontractor Disclosure Deadline	8/29/2024	5:00 PM
Bid Opening	8/29/2024	5:00 PM
Notice of Intent to Award	9/5/2024	N/A
Execute Contract	9/12/2024	N/A
Notice to Proceed	9/17/2024	N/A

All questions must be submitted in writing to Matt McGrath at [mmcgrath@portofastoria.com](mailto:mmcgrath@portofastoria.com) by the date and time indicated on the Schedule. If necessary, an addendum to this ITB will be issued to all parties in attendance at the Pre-Bid Meeting with responses to all questions that have been received by the deadline.

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Matt McGrath – Deputy Director

[mmcgrath@portofastoria.com](mailto:mmcgrath@portofastoria.com)

C: 503 298-0909

O: 503 741-3336

## PROJECT DESCRIPTION AND SCOPE

The Port reserves the right to adjust the scope of this work and/or schedule to match available funds.

The Port of Astoria (“Port”) is located in Clatsop County and situated along Young’s Bay and the Columbia River in northwestern Oregon, approximately 75 miles northwest of Portland. The Central Waterfront District covers roughly 140 acres, inclusive of moorage boundaries and adjoining parking. Pier 1 is the Port’s primary deep draft terminal and hosts cruise, cargo, research, military and dredge and other vessels.

## INFRASTRUCTURE AND FACILITIES



The most recent bathymetric survey data will be available on the Port’s website and is for informational purposes only.

The project in-water work schedules shall be determined by contractor availability and respective in water work windows as defined in the Port’s maintenance permits. All work listed in this ITB is to be completed by February 28, 2025.

## INSTRUCTIONS TO BIDDERS

The contract, if one is awarded, will be awarded to the lowest responsive, responsible bidder. To be considered the Bidder must complete all bid instructions and satisfy all qualifications as provided below:

**Bidder Qualifications.** At minimum, the successful bidder must:

1. Comply with all submission requirements described in this solicitation.
2. At the time of award of contract and throughout the term of performance of this Agreement, not be disqualified from bidding on any public works contract(s).
3. Be a legal entity licensed to do business in the State of Oregon.
4. Demonstrate a minimum of ten (10) years prior experience in the marine construction and/or dredging business with specific experience working with public agencies.
5. Demonstrate familiarity and expertise with environmental permit compliance (USACE, DSL, DEQ, NMFS, etc.).
6. Be in compliance with all federal, state, and local laws, including but not limited to applicable tax laws.
7. Have available or have the ability to obtain the appropriate financial, material, equipment, facility and personnel resources and expertise to meet all contractual responsibilities.
8. Hold all required current licenses at all material times in the performance of this Agreement.
9. Have completed previous contracts of a similar nature with a satisfactory record of performance, including staying within the time and budget allotted for the contract.
10. Have a satisfactory record of integrity in obtaining or performing any contract or subcontract.
11. At all times during the effective dates of this Agreement, have in place an employee drug-testing program.

**Submission Requirements.** Each Bid shall comply with the following requirements:

1. Bids must be submitted to the **Port of Astoria – Attn: FY 2024-25 Pile Replacement, 422 Gateway Avenue, Suite 100, Astoria, OR 97103**, on the forms provided for this purpose. Late Bids and Bids delivered to locations other than as indicated above will not be accepted.
2. Two (2) copies of the Bid shall be placed in a sealed envelope clearly marked with “**FY 2024-25 Pile Replacement**” the name of the bidder, and the date of the bid opening. All responses shall be mailed or delivered to the Port as shown in this Invitation to Bid. Bids submitted by FAX or e-mail will not be accepted.

3. Completed First-tier Subcontractor Disclosure forms, if not submitted with the Bid, must be submitted no later than two (2) hours after timely submission of the Bid, in the same manner as required for submission of Bids.
4. Bids will be opened at the Port of Astoria Administrative Offices, 422 Gateway Avenue, Suite 100, Astoria, Oregon at the time and date specified in the Schedule.
5. Each Bid shall include the following:
  - a. Names and titles of principal contacts for project;
  - b. Company address/location(s) and other appropriate contact information;
  - c. A completed First-Tier Subcontractor Disclosure form, unless the Bidder elects to submit this Disclosure within the time as defined in the Schedule;
  - d. A statement identifying whether the bidder is a resident bidder, as defined in ORS 279A.120;
  - e. A description of business activities and experience that demonstrates:
    - 1) Familiarity and expertise with environmental permit compliance (USACE, DSL, DEQ, NMFS, etc.); and
    - 2) a minimum of ten (10) years prior experience in the marine construction and/or dredging business with specific experience working with public agencies;
  - f. A description of all applicable licenses held in the state of Oregon, including the number and expiration date;
  - g. A certification that the Bidder provides worker's compensation coverage for all its employees working in Oregon, or is an exempt employer under ORS chapter 656;
  - h. A certification that the Bidder will ensure responsibility for each subcontractor engaged to work on the project.
  - i. A certification that the Contractor has in place an employee drug-testing program that will be maintained throughout the term of this Agreement.
  - j. Contact information for at least three (3) companies for whom the Bidder has performed work;
  - k. A description of any litigation in last five (5) years pertaining to previous marine construction contracts, including how the matter was resolved.
6. Each Bid must be accompanied by a signed acknowledgement of any addenda to the Invitation to Bid. It is the sole responsibility of the bidder to learn of any addenda. Addenda information may be obtained from the Port's website at [www.portofastoria.com/Public\\_Notice.aspx](http://www.portofastoria.com/Public_Notice.aspx).
7. Each Bid must be accompanied by a bid bond in the form provided in this solicitation in the amount of ten (10) percent of the total amount of the Bid.

8. Each Bid must include completed and signed forms provided in this solicitation, including but not limited to a proposed lump-sum cost as provided on the required bid table.

The Port is not responsible for any errors in Bids.

Bidders may not alter Bids after the submittal deadline. No bidder may withdraw his/her bid after the time set for the opening thereof, unless the award of contract is delayed for a period exceeding sixty (60) days. If it is determined to be in the best interests of the Port, the Port reserves the right to request an extension of bid prices during the review process. Bids will remain in effect for sixty (60) days.

**Contract Award.** Once bids have been received, opened, and reviewed, staff will prepare a recommendation to be presented to the Board of Commissioners. Once the Board of Commissioners has formally awarded the contract an award letter will be sent as evidence of acceptance of the Bid. No other act of the Port shall constitute acceptance of the Bid.

The following forms are to be executed and delivered by the successful bidder to the Port within seven (7) days after the Notice of Intent to Award is published:

1. Contract – Executed by the successful bidder.
2. Separate Performance and Payment Bonds – Issued by a surety company licensed to do business within the State of Oregon and executed by the successful bidder for 100 percent of the bid amount
3. Liability and Property Damage Insurance – With the Port named as an additional insured on all policies.
4. Prevailing Wage Law / Lien for Labor, Materials, Taxes on Public Works – The contractor and each subcontractor shall complete or have on file an approved “Statement of Intent to Pay Prevailing Wages” form before payment will be made for work performed. An approved “Affidavit of Wages Paid” form must be filed upon completion of the project.



**BID BOND FORM**  
**FY 2024-25 PILE REPLACEMENT**  
**CASHIER'S CHECK**

Herewith find deposit in the form of a cashier's check in the amount of \$\_\_\_\_\_, which amount is not less than ten percent (10%) of the total bid.

Signature \_\_\_\_\_

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**BID BOND**

Name of Firm: \_\_\_\_\_

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Port of Astoria, an Oregon Special District, in the penal sum of ten percent (10%) of the amount of Bid, for the payment of which we jointly and severally bind ourselves and our legal representatives and successors.

The conditions of the obligation are that if the Port of Astoria shall make timely award to the Principal according to the terms of the bid documents; and the Principal shall within ten (10) days after notice of the award, exclusive of the day of notice, enter into the contract with the Port of Astoria and furnish the contractor's performance and payment bonds with Surety satisfactory to the Port of Astoria, each in an amount equal to one hundred percent (100%) of the amount of the bid proposed, then this obligation shall be null and void. Otherwise, if the Principal fails to enter into the contract and furnish the contractor's bond within ten (10) days, after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Port of Astoria; but in no event will the Surety's liability exceed this bond's face amount.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM  
FY 2024-25 PILE REPLACEMENT**

BID CLOSING: Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Prime Contractor Name:** \_\_\_\_\_

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1 _____	\$ _____	_____
2 _____	\$ _____	_____
3 _____	\$ _____	_____

**BID & ACKNOWLEDGEMENT OF ADDENDA**

To: Board of Commissioners  
 Port of Astoria  
 Astoria, Oregon

The undersigned hereby certifies that the location and details of the work outlined below and further delineated in Exhibit A have been personally examined for the Port of Astoria’s **West Basin Marina Pile Replacement** project and that he/she: i) has read and thoroughly understands the specifications and all attachments and conditions associated with the U.S. Army Corps of Engineers and Department of State Lands’ permits issued for the Port of Astoria’s FY 2024-25 West Basin Marina Pile Replacement Project referenced on page 4 of this Invitation to Bid; ii) acknowledges and agrees to the terms and conditions of all forms and requirements included in the bid documents; and iii) certifies that he/she has personally examined the contract governing the work included in this project and the method by which payment will be made for such work and hereby proposes to undertake and complete the work included in this project in accordance with said specifications, contract and schedule.

**Award will be based on the lowest bid from a responsive, responsible bidder.**

**Instructions regarding completion of Bid table:**

- Show prices in legible figures (not words) written in ink or typed
- Where conflict occurs unit price shall prevail
- Bid shall be considered non-responsive and void if:
  - Figures are illegible
  - Minimum bid requirements are not met (where applicable)

Item #	Qty	Description	Unit Price	Total Price
1	1 LS	Mobilization	Lump Sum	\$
2	25	West Basin Marina – Remove Existing Piles and Furnish/Install New Piles (50 ft, 12” diameter, .375 thickness)		\$
<b>3 Grand Total (Add Items 1 &amp; 2 for total project cost)</b>				\$

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
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_____	_____	_____
_____	_____	_____

Note: Failure to acknowledge addenda may render the bid non-responsive and therefore void. If no addenda, mark "none."

The undersigned hereby certifies that said person(s), firm, association or corporation has/have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.

The undersigned declares that before preparing the bid, he or she read carefully the specifications and requirements for bidders; the bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished; and the bid is as stated on these pages. By signing below, the Contractor acknowledges and agrees to the terms and conditions of each of the forms and all requirements included in the bid documents.

_____	_____
Authorized Official (Signature)	Date

_____	_____
Printed Name of Authorized Official	Title of Authorized Official

_____	_____
Company Name	Telephone Number

_____	_____	_____
Address	City, State, Zip	E-mail

OR State Contractor's License #: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

## CONTRACT

This Agreement is made by and between the Parties below and shall be effective upon the date of last signature.

PORT: Port of Astoria (“Port”)  
422 Gateway Avenue, Suite 100  
Astoria, OR 97103

CONTRACTOR: [Contractor Name] (“Contractor”)  
[Address]  
[City, State, Zip]

Tax Identification # (TIN): \_\_\_\_\_

Contractor License #: \_\_\_\_\_

PROJECT: FY 2024-25 West Basin Pile Replacement

### ARTICLE 1 – THE WORK

The following components shall comprise the work (“Work”), which is further delineated in Exhibit A and Exhibit B attached hereto and incorporated herein by this reference:

- West Basin Marina Pile Replacement

Contractor shall diligently perform the Work in an expeditious manner consistent with the Contract Documents. Contractor shall provide all labor, materials, equipment and services necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents.

Work shall begin (“Commencement”) no earlier than October 1, 2024, and shall be completed no later than November 30, 2024.

Whereas West Marina sub-surface geological conditions are likely to prevent the full driving of some of the piles, sections of piling that are cut off due to these conditions are to be delivered to the Port.

## **ARTICLE 2 – PRICE**

As full compensation for performance by Contractor of the Work, Port shall pay Contractor a lump sum of \$\_\_\_\_\_ for mobilization and an additional \$\_\_\_\_\_ per pile for all piles installed within the designated areas of the West Basin Marina. This price shall be effective through February 28, 2025.

## **ARTICLE 3 – EXHIBITS AND ENCLOSURES**

The following exhibits and enclosures are included in this Agreement and incorporated herein by this reference:

1. Attachment 1 – Contractor Certification Statement
2. Exhibit A – The Work

## **ARTICLE 4 – ETHICS**

In the performance of this Agreement each party shall:

- (a) avoid conflicts of interest;
- (b) promptly disclose to the other party any conflicts that arise;
- (c) warrant that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other party, including its agents, officers, employees, subcontractors, suppliers, or others to secure preferential treatment.

## **ARTICLE 5 – CONTRACTOR’S RESPONSIBILITIES**

5.1 Contractor shall be responsible for supervision and coordination of the Work, including the means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

- 5.1.1 Except for permits and fees that are the responsibility of the Port pursuant to this Agreement, Contractor shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.
- 5.1.2 Contractor shall pay any applicable taxes for the Work provided by Contractor.
- 5.1.3 Port may elect to perform work at the worksite directly or by others retained by the Port. The Parties shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Port shall

require each separate contractor to cooperate with Contractor and to assist with the coordination of activities and the review of schedules and operations. Contract price and time may be equitably adjusted in accordance with this Agreement for changes made necessary by the coordination of activities and the schedule shall be revised accordingly.

5.1.4 Before commencing the Work, Contractor shall examine and compare any drawings and specifications with information furnished in the Contract Documents; relevant field measurements made by Contractor; and any visible conditions at the Worksite affecting the Work.

5.1.5 Contractor shall comply with all laws at its own costs. Contractor shall be liable to Port for all loss, cost or expense, attributable to any acts or omissions by Contractor, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.

5.1.6 Warranty

5.1.6.1 Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Port or other retained by the Port, or abuse.

5.1.6.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Port shall promptly notify Contractor in writing. Unless Port provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.1.7 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Contractor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Contractor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

- 5.1.8 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed or rendered or determined to be harmless by Port as certified by an independent testing laboratory and approved by the appropriate government agency. If Contractor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.
- 5.1.9 Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Contractor in accordance with the Contract Documents and used or consumed in the performance of the Work.
- 5.1.10 Contractor shall submit to Port for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Contractor shall be responsible to Port for the accuracy and conformity of its submittals to the Contract Documents. Contractor shall prepare and deliver its submittals to Port in a manner consistent with the schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Port and others retained by Port. Contractor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirement so the Contract Documents unless a change order or interim directive specifically authorizes such deviations, substitution or change. To the extent a change, deviation, or substitution causes an impact to the contract price or contract time, such approval shall be memorialized in a change order no later than seven (7) days following approval by Port. Port shall not make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Contractor. Port shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Contractor shall perform all work strictly in accordance with approved submittals. Port's approval does not relieve Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved drawings.
- 5.1.11 If a condition encountered at the Worksite is (a) a subsurface or other physical condition which is materially different from those indicated in the Contract Documents; or (b) an unusual and unknown physical condition which is materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Contractor shall stop work and give prompt written notice of the condition to Port. Port shall investigate and then issue an Interim Directive specifying the extent to which Port agrees that a concealed or unknown condition exists and directing how Contractor is to proceed. Contractor shall not be required to perform any work relating to



the condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

- 5.1.12 Contractor shall, as necessary, coordinate the various parts of the Work with the work of Port and others retained by Port.
- 5.1.13 Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Contractor shall minimize and confine dust, waste and debris resulting from work activities. At the completion of the Work, Contractor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

## **ARTICLE 6 – PORT’S RESPONSIBILITIES**

6.1 Any information or services to be provided by Port shall be provided in a timely manner

6.1.1 At the written request of Contractor, Port shall provide Contractor with evidence of project financing. Evidence of such financing shall be a condition precedent to Contractor’s commencing or continuing the Work. Contractor shall be notified prior to any material change in Project financing.

6.1.2 To the extent Port has obtained or is required to obtain the following Worksite information, then Port shall provide Contractor with the following:

6.1.2.1 Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface, and environmental studies, reports and investigations;

6.1.2.2 Tests, inspections and other reports dealing with environmental matters, hazardous material, and other existing conditions, including structural, mechanical and chemical tests required by the Contract Documents or by law;

6.1.2.3 The limits of Pollution Liability Insurance covering the Worksite held by Port; and any other information or services requested in writing by Contractor which are required for Contractor’s performance of the Work and under Port’s control.

6.1.3 **MECHANICS AND CONSTRUCTION LIEN INFORMATION** - Within seven (7) days after receiving Contractor’s written request, Port shall provide Contractor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Port’s interest in the real property on which the Project is located and the record legal title.

6.1.4 PERMITS, FEES AND APPROVALS – Except for those required of Contractor pursuant to this Agreement, Port shall secure and pay for all other permits, approvals, easements, assessments, and fees required for completion of the Work.

6.1.5 DOCUMENTS IN ELECTRONIC FORM – If Port requires that Port, Design Professional and Contractor exchange documents and data in electronic or digital form, before any such exchange, Port, Design Professional, and Contractor shall agree on and follow a written protocol governing all exchanges.

## ARTICLE 7 – SUBCONTRACTS

Contractor agrees to bind every subcontractor and supplier (and require every subcontractor to so bind its subcontractors and suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor’s and supplier’s portions of the Work.

## ARTICLE 8 – CONTRACT TIME

8.1 TERM. The Agreement shall take effect on the date on page one, unless otherwise set forth below:

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8.2 TIME. Substantial Completion of all Work shall be achieved in **thirty (30) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, Final Completion shall occur within forty-five (45) days after the date of Substantial Completion**, subject to adjustments as provided for in the Contract Documents. Time is of the essence for obligations of the Contract Documents.

8.3 COMPLETION. The Agreement shall expire upon Final Completion of all work as described in Section 13.7, or upon termination as provided in Article 18 below.

## ARTICLE 9 – SCHEDULE OF THE WORK

9.1 SCHEDULE OF THE WORK – Before submitting its first application for payment, Contractor shall submit to Port a Schedule of the Work showing the dates on which Contractor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Port.

9.1.1 Port may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Port may require Contractor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Port or others. If Contractor subsequently incurs costs or is delayed, Contractor may seek equitable adjustment in the Contract Price and Contract Time under this Agreement.

## **ARTICLE 10 – DELAYS AND EXTENSION OF TIME**

10.1 If Contractor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Contractor, Contractor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Contractor include, but are not limited to the following: (a) acts or omissions of Port, Design Professional, or others; (b) changes in the Work or the sequencing of the Work ordered by Port or arising from an Port decision that impacts Contract Time; (c) encountering hazardous materials, or concealed and unknown conditions; (d) delay authorized by Port pending dispute resolution or suspension by Port; (e) labor disputes not involving Contractor; (f) general labor disputes impacting the Project but not specifically related to the Worksite; (g) fire; (h) terrorism; (i) adverse weather conditions not reasonably anticipated. Contractor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of Article 12.

10.2 In addition, if Contractor incurs additional costs as a result of a delay that is caused by items (a) through (d) in Section 10.1, Contractor may be entitled to an equitable adjustment in the Contract Price subject to Article 12.

10.3 In the event delays to the Work are encountered for any reason, Contractor shall provide prompt written notice to Port of the cause of such delays after Contractor first recognizes the delay. The Parties each agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS – If Contractor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, Contractor shall give Port written notice of the claim. If Contractor causes delay in the completion of the Work, Port shall be entitled to recover its additional costs, subject to Article 17.

## **ARTICLE 11 – ALLOWANCES**

11.1 All allowances stated in the Contract Documents shall be included in the Contract Price. While Port may direct the amounts of, and particular suppliers or subcontractors for, specific allowance items, if Contractor reasonably objects to a supplier or subcontractor, it shall be not required to contract with them. Port shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Contractor's overhead and profit for the allowances shall be included in the Contract Price, but no in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

## **ARTICLE 12 – CHANGES**

12.1 Contractor may request, or Port may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.

12.1 The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Contractor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.

### 12.3 INTERIM DIRECTIVES

12.3.1 Port may issue a written Interim Directive directing a change in the Work before agreeing on an adjustment to the Contract Price of the Contract Time, or directing Contractor to perform Work that Port believes is not a change.

12.3.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed work is performed, Contractor shall submit its costs for such work with its application for payment. If there is a dispute as to the costs of the Work, Port shall pay Contractor fifty percent (50%) of its actual (incurred or committed) cost to perform the work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of Article 19.

12.3.3 When Port and Contractor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order.

### 12.4 COST OR CREDIT DETERMINATION

12.4.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more the following methods:

- (a) Unit prices set forth in this Agreement or as subsequently agreed;
- (b) A mutually accepted, itemized lump sum; or
- (c) Costs calculated on a basis agreed upon by Port and Contractor plus 10% overhead and 5% profit.

12.4.1.1 If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Contractor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, Contractor's overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Contractor shall maintain a documented itemized accounting evidencing the expenses and savings.

12.5 UNIT PRICES – If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Port or Contractor, such unit prices shall be equitably adjusted.

### **ARTICLE 13 – PAYMENT**

13.1 SCHEDULE OF VALUES – Within twenty-one (21) days from the date of execution of this Agreement, Contractor shall prepare and submit to Port a schedule of values apportioned to the various division or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS – Contractor shall submit to Port a monthly application for payment no later than the 5<sup>th</sup> day of the calendar month for the preceding calendar month. Contractor’s applications for payment shall be itemized and supported by Contractor’s schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders or Interim Directives. Port shall pay the amount due on any application, less any amounts as set forth below, no later than fifteen (15) days after Contractor has submitted a complete and accurate payment application. Port may deduct, from any progress payment, such amounts as may be retained pursuant to Section 13.3.

13.3 CERTIFIED PAYROLL. The Contractor must submit Certified Payroll forms WH-38 in accordance with ORS 279C.845 to the Port of Astoria Operations Department. The Contractor shall keep accurate payroll records for three (3) years from the date of project completion. Contractor and all subcontractors shall, within ten (10) business days after receiving a written request, file a certified copy of the payroll records with the Port. Port personnel may conduct site wage audits of contractor/subcontractor employees.

13.4 RETAINAGE – From each progress payment made before Substantial Completion, Port may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in Section 13.4. Retained amounts shall be paid in full upon Substantial Completion as provided in subparagraph 13.6.1 of this Agreement.

13.5 ADJUSTMENT OF CONTRACTOR’S PAYMENT APPLICATION – Port may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Port from loss or damage based upon the following, to the extent that Contractor is responsible for such under this Agreement:

13.5.1 Contractor’s repeated failure to perform the Work as required by the Contract Documents;

13.5.2 Loss or damage to Port or to others retained by Port to whom Port must be liable;

13.5.3 Contractor's failure to properly pay Subcontractors or Suppliers following receipt of payment from Port for that portion of the work or supplies, provided that Port is making payments to Contractor in accordance with the terms of this Agreement;

13.5.4 Rejected or Defective Work not corrected in a timely fashion;

13.5.5 Reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time.

13.5.6 Reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

13.5.7 Uninsured third-party claims involving Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Contractor furnishes Port with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) days after receipt of an application for payment, Port shall give written notice to Contractor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullifications. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.6 SUBSTANTIAL COMPLETION – When Substantial Completion of the Work or a designated portion thereof is achieved, Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Port and Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Contractor to Port for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon receipt of the Certificate of Substantial Completion, the Port shall inspect the Work, and, if indicated, shall issue a written Notice of Substantial Completion with an itemized punch list of tasks or services to be completed before Final Completion. Upon acceptance of the Certificate of Substantial Completion, the Port shall pay to Contractor the remaining retainage held by Port for the work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Port and Contractor as necessary to achieve final completion. Uncompleted items shall be completed by Contractor in a mutually agreed timeframe. Port shall pay Contractor monthly the amount retained for unfinished items as each item is completed.

13.7 FINAL COMPLETION – Final Completion shall occur when, in the Port's sole determination, Contractor has materially complied with all terms and conditions of this Agreement, including completion of the

itemized punch list described in subparagraph 13.6.1, if any. Upon making this determination the Port shall issue a written Notice of Final Acceptance to Contractor.

When Final Completion has been achieved, Contractor shall prepare for Port's acceptance a final application for payment stating the to the best of Contractor's knowledge, and based on third party bathymetry surveys and Port inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Contractor within fifteen (15) days after Contractor has submitted to Port a complete and accurate application for final payment and the following submissions, if applicable:

- (a) An affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Port's property;
- (b) As-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
- (c) Release of any liens, conditioned on final payment being received;
- (d) Consent of any surety; and
- (e) Any outstanding known and unreported accidents or injuries experienced by Contractor or its subcontractors at the Worksite.

#### **ARTICLE 14 – INDEMNITY**

14.1 Contractor agrees to indemnify, defend, save and hold harmless the Port, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorneys' fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Agreement.

14.1.1 In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against the Contractor, the Port retains the right to participate in the suit.

14.1.2 This obligation shall apply to any claim made against the Port by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability, except to the extent that such liability arises from the sole negligence of the Port.

14.2 Contractor assumes all responsibility for protection against loss of all tools, equipment, materials and supplies used for the completion of the Work.

14.3 NO LIMITATION ON LIABILITY – In any and all claims against the Indemnitees by any employee of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

## ARTICLE 15 – INSURANCE

15.1 Before commencing the Work and as a condition precedent to payment, Contractor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, Commercial General Liability Insurance (CGL) and Pollution Liability Insurance. The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Contractor shall maintain completed operations liability insurance for one year after Substantial Completion or as required by the Contract Documents, whichever is longer. If requested, Contractor shall provide Port with certificates of the insurance coverage required. Contractor's Employers' Liability, Business Automobile Liability, CGL and Pollution Liability policies, as required in this Article, shall be written with at last the following limits of liability

15.1.1 Employer's Liability Insurance:

- (a) \$500,000 bodily injury per accident;
- (b) \$500,000 bodily injury by disease policy limit;
- (c) \$500,000 bodily injury by disease per employee.

15.1.2 Business Automobile Liability Insurance - \$1,000,000 per accident

15.1.3 Pollution Liability Insurance – \$1,000,000 each loss and annual aggregate

15.1.4 CGL Insurance:

- (a) \$1,000,000 per occurrence;
- (b) \$2,000,000 general aggregate;
- (c) \$2,000,000 products/completed operations aggregate;
- (d) \$1,000,000 personal and advertising injury limit.

15.2 Employer's Liability, Business Automobile Liability and CGL coverage required in the subsection above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies. Contractors shall maintain in effect all insurance coverage required in Section 15.1 with insurance companies lawfully authorized to do business in the State of Oregon. If Contractor fails to obtain or maintain any insurance coverage required under the Agreement, Port may purchase such coverage and charge the expense to Contractor or terminate this Agreement. To the extent commercially available to Contractor from its current insurance company, insurance policies required under Section 15.1 shall contain a provision that the insurance company or its designee must give Port written notice transmitted in paper or electronic format:

- (a) 30 days before coverage is nonrenewed by the insurance company and;
- (b) Within 10 business days after cancellation of coverage by the insurance company.

Prior to commencing the Work and upon renewal or replacement of the insurance policies, Contractor shall furnish Port with certificates of insurance until one year after Substantial Completion or longer if required



by the Contract Documents. In addition, if any insurance policy required under Section 15.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be canceled, Contractor shall give Port prompt written notice upon actual or constructive knowledge of such condition.

15.3 ADDITIONAL LIABILITY COVERAGE – Contractor shall maintain the following additional liability coverage:

15.3.1 ADDITIONAL INSURED – Port shall be named as an additional insured on Contractor’s CGL insurance specified, for on-going operations and completed operations excess/umbrella liability, commercial automobile liability and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Contractor or those acting on Contractor’s behalf, in the performance of Contractor’s Work for Port at the Worksite. The insurance of the Contractor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the additional insureds. Any insurance available to the additional insureds shall be excess and non-contributory.

## **ARTICLE 16 – BONDS**

16.1 Performance and payment bonds are required of Contractor. Such bonds shall be issued by a surety admitted in the State of Oregon and must be acceptable to Port. Port’s acceptance shall not be withheld without reasonable cause. Before Contractor commences with performance of the Agreement, it will file with the Port of Astoria a Contract Performance Bond and a Payment Bond, in the forms prescribed by the Port of Astoria, in the full amount of the contract price. The bonds shall comply with the laws of the State of Oregon.

## **ARTICLE 17 -- COMPLIANCE WITH LAWS**

Both parties agree to comply, and assist one another in complying with, all applicable federal, state and local laws and regulations, including, but not limited to, the following:

17.1 PAYMENT OBLIGATIONS; DRUG TESTING PROGRAM -- Pursuant to ORS 279C.505(1), the Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the Port or any other public body on account of any labor or material furnished.
- (c) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (d) Demonstrate to the satisfaction of the Port that an employee drug testing program is in place.

17.2 PROMPT PAYMENT -- Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement.

17.2.1 If the Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the project within 30 days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

17.2.2 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

17.3 MEDICAL PAYMENTS -- Pursuant to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

17.4 WORKER'S COMPENSATION -- Pursuant to ORS 279C.530(2), the Contractor attests that it is either a subject employer required to comply with ORS 656.017 (worker's compensation), or an employer that is exempt under ORS 656.126. If Contractor employs subject Workers who provide Work under this Agreement in the State of Oregon, Contractor shall comply with ORS 656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

17.5 HOURS OF WORK -- Pursuant to ORS 279C.520, Contractor shall ensure that no person is employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Each employer performing work under this Agreement must give written notice to employees who work on the project of the number of hours per day and days per week that the employees may be required to work. Such notice must be given either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees.

17.6 PREVAILING WAGE -- Pursuant to ORS 279C.830(1), the Oregon prevailing wage in effect at the time the work under this Agreement was first advertised shall be paid to workers in each trade or occupation required in the performance of this contract either by the Contractor, subcontractor, or other person doing or contracting to do the whole or any part of the work contemplated by this Agreement. A list of the applicable prevailing wages can be referenced by selecting "Prevailing Wage Publications" on the Oregon BOLI website, [www.oregon.gov/BOLI/WHD/PWR/W\\_PWR\\_Contracting.shtml](http://www.oregon.gov/BOLI/WHD/PWR/W_PWR_Contracting.shtml). The posted rates are incorporated herein by this reference. Each worker shall be paid not less than the specified minimum hourly rate of wage. The Contractor shall ensure that each subcontractor agreement complies with these requirements.

17.7 PUBLIC WORKS BOND -- Pursuant to ORS 279C.830(3), the Contractor and every subcontractor shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (7) or (8).

17.8 PREVAILING WAGE CERTIFICATION -- Pursuant to ORS 279C.845, by the fifth business day of the month following performance of work under this Agreement, the Contractor or subcontractor, as appropriate, shall deliver or mail to the Port, written, certified statements, on a form prescribed by the BOLI Commissioner, certifying: (a) The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon the public works; and (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.

17.8.1 The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.

17.8.2 The certified statement shall be verified by the oath of the Contractor or the contractor's surety, or subcontractor or the subcontractor's surety, that the Contractor or subcontractor has read the certified statement and knows the contents thereof and that the same is true to the Contractor's or subcontractor's knowledge.

17.9 RETAINAGE WHEN CERTIFICATION NOT FILED -- Pursuant to ORS 279C.845(8), and notwithstanding and in addition to any other rights to retainage under this Agreement, the Port shall retain 25 percent of any amount earned by the Contractor under this Agreement until the Contractor has filed with the Port the certified statements as required under Section 17.8 of this Agreement. The Port shall pay the Contractor the amount retained under this Section within 14 days after the Contractor files the certified statements as required, regardless of whether a subcontractor has failed to file certified statements as required by Section 17.8. The Port has no obligation to verify the truth of the contents of certified statements filed by the contractor under Section 17.8.

17.9.1 The Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on the project until the subcontractor has filed with the Port certified statements as required by this Section. The Contractor shall verify that the first-tier subcontractor has filed the certified statements before the Contractor may pay the subcontractor any amount retained under this subsection. The Contractor shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section. Neither the Port nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor under Section 17.8.

17.10 OTHER LAWS -- Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

## **ARTICLE 18 – NOTICE TO CURE AND TERMINATION**

18.1 NOTICE TO CURE A DEFAULT – if Contractor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Contractor may be deemed in default. If Contractor fails to commence and to continue satisfactory correction of such default with diligence and promptness within seven (7) days after written notification, then Port shall give Contractor a second written notice to correct the default within a three (3) business day period. If Contractor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Port, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Contractor, who shall be liable for such payments including reasonable overhead, profit, and attorneys' fees.

18.2 TERMINATION BY PORT – Upon expiration of the second notice for default period pursuant to Section 18.1, Port may terminate this Agreement immediately by written notice. Termination for default is in addition to any other remedies available to Port. If Port's costs arising out of Contractor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Contractor shall be liable to Port for such excess costs. If Port's costs are less than the unpaid Contract Price, Port shall pay the difference to Contractor. If Port exercises its rights under this section, upon the request of Contractor, Port shall furnish to Contractor a detailed accounting of the costs incurred by Port.

18.2.1 Port shall make reasonable efforts to mitigate damages arising from Contractor default and shall promptly invoice Contractor for all amounts due.

18.3 TERMINATION BY CONTRACTOR – Seven (7) days after Port’s receipt of written notice from Contractor, Contractor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of Contractor including but not limited to court or other governmental order, declaration of a national emergency or other governmental act during which, through no act or fault of Contractor, materials are not available.

## **ARTICLE 19 – DISPUTE MITIGATION AND RESOLUTION**

19.1 CLAIMS FOR ADDITIONAL COST OR TIME – Except as provided in Sections 10.3 and 10.4 for any claim for an increase in the Contract Price or the Contract Time, Contractor shall give Port written notice of the claim within fourteen (14) days after the occurrence giving rise to the claim or within fourteen (14) days after Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before beginning the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

19.2 WORKING CONTINUANCE AND PAYMENT – Contractor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Contractor continues to perform, Port shall continue to make payments in accordance with the Agreement.

19.3 DIRECT SETTLEMENT DISCUSSIONS – If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute through direct discussions. Within five (5) business days, the Parties’ representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

19.4 MEDIATION – Disputes between Port and Contractor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

19.5 BINDING DISPUTE RESOLUTION – If neither direct discussions nor mediation successfully resolves the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

- ARBITRATION – The Parties choose binding arbitration decided by arbitrator in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. Arbitration will be used for any claim or dispute related to this Agreement. Each party waives its right to be heard in a court of law, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An arbitrator’s award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

- LITIGATION – Litigation in either the State of Oregon or Federal Court having jurisdiction of the matter in the location of the Project.

If indicated, then litigation is the default and not arbitration.

19.5.1 PREVAILING PARTY FEES – The prevailing party in any action to interpret or enforce the Agreement shall be entitled to collect from the other party its reasonable legal fees and costs incurred in such action, as determined by the adjudicator of the dispute.

19.5.2 VENUE – The project location shall serve as the venue.

19.5.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) days after the entry of such order.

## **ARTICLE 20 – CONTRACTOR REPRESENTATIONS**

20.1 GENERAL REPRESENTATIONS -- The Contractor represents as follows:

20.1.1 Contractor has the power and authority to enter into and perform this Agreement;

20.1.2 This Agreement, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

20.1.3 Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Work;

20.1.4 Contractor is not in violation of, charged with nor, to the best of Contractor’s knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Work, and Contractor’s provision of the Work shall not violate any such law, ordinance, regulation or order.

20.1.5 Contractor’s performance under this Agreement creates no potential or actual conflict of interest, as defined by ORS Chapter 244, for either Contractor or any Contractor personnel that will perform the Work under this Agreement.

## **ARTICLE 21 -- MISCELLANEOUS**

20.1 EXTENT OF AGREEMENT – Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

20.2 ASSIGNMENT – This Agreement is not assignable.

20.3 GOVERNING LAW – This Agreement shall be governed by the laws of the State of Oregon.

20.4 NOTICE – Unless changed in writing, a Party’s address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

20.5 JOINT DRAFTING – The Parties expressly agree that this Agreement was jointly drafted and that they both had the opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms before execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

20.6 ORDER OF PRECEDENCE -- This Agreement consists of the following documents that are listed in descending order of precedence whether or not such documents are affixed hereto: (a) the terms and conditions of this Agreement, less its Exhibits; (b) the Statement of Work; (c) the Solicitation Document; (d) Contractor’s Bid; and (d) the terms of payment. In the event of a conflict between the terms of this Agreement and the terms provided in the Proposal, the Agreement terms shall prevail.

20.7 NO THIRD-PARTY BENEFICIARIES -- Port and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

20.8 FUNDS AVAILABLE AND AUTHORIZED -- Port believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within Port’s budgetary appropriation or limitation. Contractor understands and agrees that Port’s payment of amounts under this Agreement is contingent on Port receiving appropriations, limitations, or other expenditure authority sufficient to allow Port, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

20.9 FOREIGN CONTRACTOR -- If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon before entering into this Agreement.

20.10 TIME OF THE ESSENCE -- Contractor agrees that time is of the essence under this Agreement.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

PORT:

CONTRACTOR:

**PORT OF ASTORIA**

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



**Attachment 1 — Contractor Certification Statement**

The undersigned certifies that he/she has read, understands and agrees to abide by all terms and conditions of the Agreement.

Contractor certifies as follows:

1. The Contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age or disability or other non-job-related factors as per ORS chapter 659 and 42 U.S.C. 2000e.
2. The Contractor has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
3. Contractor agrees to perform the scope of work and meet the performance standards set forth in the final negotiated contract and statement of work.
4. The Contractor will submit performance and payment bonds as required by law.
5. All subcontractors performing construction work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract;

Company Name [DBA]: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Type of Organization [Circle One]: Sole Proprietor / Partnership / Corporation

If Corporation, State of Incorporation: \_\_\_\_\_

If Partnership, attach a list of the general and limited partners.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

Print / Type Name

CONTACT PERSON:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

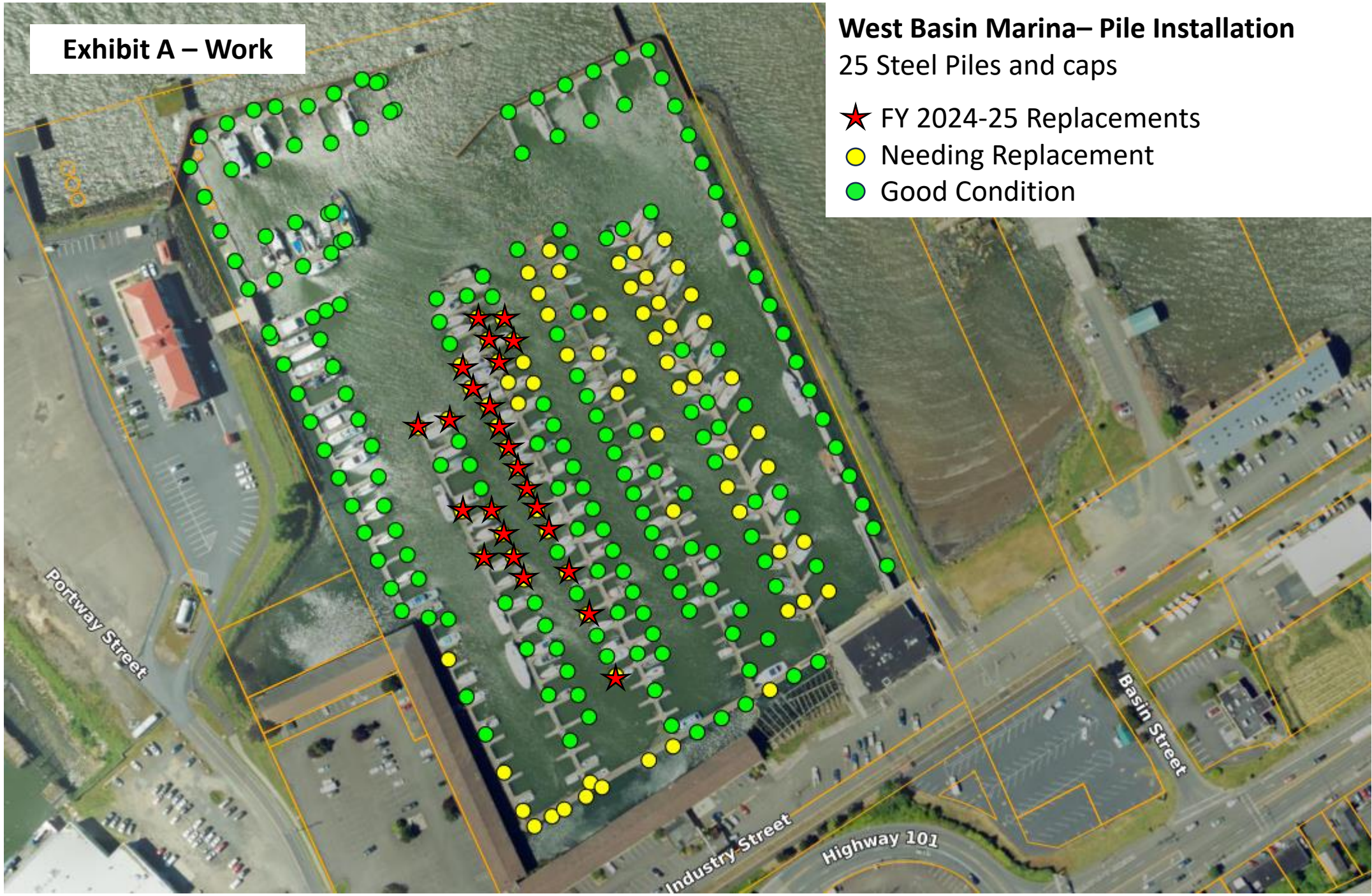
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Exhibit A – Work**

**West Basin Marina– Pile Installation**

25 Steel Piles and caps

- ★ FY 2024-25 Replacements
- Needing Replacement
- Good Condition







## Port of Astoria

### FY 2024-25 West Basin Pile Replacement

a) **Point of Contact**

Justin Bay, President  
(360) 695-4553 Office  
(360) 904-2978 Mobile  
[Justin.Bay@hmeconst.com](mailto:Justin.Bay@hmeconst.com)

Deborah Kunze, Contract Administrator  
(360) 695-4533 Office  
(503) 333-8123 Mobile  
[Deborah.Kunze@hmeconst.com](mailto:Deborah.Kunze@hmeconst.com)

b) **Company Information**

HME Construction, Inc.  
6801 NW Old Lower River Road  
Vancouver, WA 98660

c) **First Tier Subcontracts Disclosure**

HME will be self-performing all of the work.

d) **Business Classification: Non-Resident Bidder to Oregon**

HME Construction does not meet the requirements of a 'Resident Bidder' in the State of Oregon.

e) **Description of Business Activities**

HME Construction is a Small Business Marine Construction Contractor with over 40 years of experience in the industry. HME has completed many marine dock maintenance and maintenance dredging contracts during this timeframe for federal, state, local, and private entities. Maintenance dredging projects have ranged from clean sediment mining, maintenance dredging, new construction dredging and complex environmental remediation projects with varying contamination levels. Disposal options have ranged from in-water dumping utilizing split hull barges or dump scows, upland placement utilizing pumps, offload to conveyors and off-road haul trucks to upriver transport on sealed barges where the material is offloaded to trucks for transport to upland landfills. HME has the equipment and the experienced crews to tackle the most complex marine construction requirements with a reputation for quality, precise attention to detail, and an excellent safety record.

- HME has performed numerous projects with the US Army Corps of Engineers, US Coast Guard, and various ports where most of the work fell under the restrictions of multiple environmental permits.

f) **Applicable Licenses in the State of Oregon:**

HME was formed in Oregon, is licensed to work in the State of Oregon, and holds the following license:

- Commercial General Contractor Level 1 OREGON CCB# 68957, Exp 8/30/2026

g) **Contractor's Workers Compensation Certification**

HME Construction certifies that it provides worker's compensation coverage for all employees working in Oregon.

h) **Contractor's Subcontractor Certification**

HME Construction certifies that it will ensure responsibility for each subcontractor engaged in working on this project.

**i) Contractor's Drug-Free Program**

HME Construction certifies that it currently has an employee drug-testing program that will be maintained throughout the term of this Agreement.

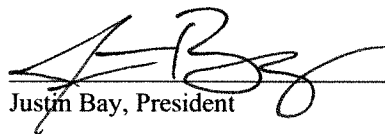
**j) Contractor's References**

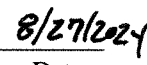
- a. Port of Portland  
Avery Roemen, Manager – Facility Engineering  
[Avery.roemen@portofportland.com](mailto:Avery.roemen@portofportland.com)  
503-415-6291
  
- b. US Army Corps of Engineers – San Francisco District  
Iris Gallegos, Project Engineer/ Contracting Officer  
[Iris.I.Gallegos@usace.army.mil](mailto:Iris.I.Gallegos@usace.army.mil)  
415-289-3313
  
- c. Phillips 66 Midstream – North Region  
Lany Urbano, Staff/Project Engineer  
[Lany.G.Urbano@p66.com](mailto:Lany.G.Urbano@p66.com)  
310-538-7633

**k) Description of any Litigation**

HME Construction certifies that it has not been involved in any contract litigation pertaining to marine construction.

I, Justin Bay, President of HME Construction, Inc., certify that the information provided above is complete, accurate, and correct to the best of my knowledge.

  
Justin Bay, President

  
Date

**BID & ACKNOWLEDGEMENT OF ADDENDA**

To: Board of Commissioners  
 Port of Astoria  
 Astoria, Oregon

The undersigned hereby certifies that the location and details of the work outlined below and further delineated in Exhibit A have been personally examined for the Port of Astoria’s **West Basin Marina Pile Replacement** project and that he/she: i) has read and thoroughly understands the specifications and all attachments and conditions associated with the U.S. Army Corps of Engineers and Department of State Lands’ permits issued for the Port of Astoria’s FY 2024-25 West Basin Marina Pile Replacement Project referenced on page 4 of this Invitation to Bid; ii) acknowledges and agrees to the terms and conditions of all forms and requirements included in the bid documents; and iii) certifies that he/she has personally examined the contract governing the work included in this project and the method by which payment will be made for such work and hereby proposes to undertake and complete the work included in this project in accordance with said specifications, contract and schedule.

**Award will be based on the lowest bid from a responsive, responsible bidder.**

**Instructions regarding completion of Bid table:**

- Show prices in legible figures (not words) written in ink or typed
- Where conflict occurs unit price shall prevail
- Bid shall be considered non-responsive and void if:
  - Figures are illegible
  - Minimum bid requirements are not met (where applicable)

<b>Item #</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1 LS	Mobilization	Lump Sum \$ 47,250.00	\$ 47,250.00
2	25	West Basin Marina – Remove Existing Piles and Furnish/Install New Piles (50 ft, 12” diameter, .375 thickness)	\$ 6,500.00	\$ 162,500.00
<b>3 Grand Total (Add Items 1 &amp; 2 for total project cost)</b>				\$ 209,750.00

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
--------------	--------------------------	------------------------

None

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Note: Failure to acknowledge addenda may render the bid non-responsive and therefore void. If no addenda, mark "none."

The undersigned hereby certifies that said person(s), firm, association or corporation has/have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.

The undersigned declares that before preparing the bid, he or she read carefully the specifications and requirements for bidders; the bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished; and the bid is as stated on these pages. By signing below, the Contractor acknowledges and agrees to the terms and conditions of each of the forms and all requirements included in the bid documents.

  
Authorized Official (Signature)

8/27/2024  
Date

Justin Bay  
Printed Name of Authorized Official

President  
Title of Authorized Official

HME Construction, Inc.  
Company Name

(360) 695-4553  
Telephone Number

6801 NW Old Lower River Rd, Vancouver, WA 98660  
Address City, State, Zip

Justin.Bay@hmeconst.com  
E-mail

OR State Contractor's License #: 68957, Exp 8/30/2026

Federal I.D. #: 93-0780843

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM  
FY 2024-25 PILE REPLACEMENT**

BID CLOSING: Date: 8/29/24 Time: 3pm PST

**Prime Contractor Name:** HME Construction, Inc.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1 <u>NONE</u>	<u>\$</u>	<u></u>
2 <u></u>	<u>\$</u>	<u></u>
3 <u></u>	<u>\$</u>	<u></u>

**BID BOND FORM**  
**FY 2024-25 PILE REPLACEMENT**  
**CASHIER'S CHECK**

Herewith find deposit in the form of a cashier's check in the amount of \$ \_\_\_\_\_, which amount is not less than ten percent (10%) of the total bid.

Signature \_\_\_\_\_

---

**BID BOND**

Name of Firm: HME Construction, Inc.

We, HME Construction, Inc. as Principal, and Atlantic Specialty Insurance Company, as Surety, are held and firmly bound unto the Port of Astoria, an Oregon Special District, in the penal sum of ten percent (10%) of the amount of Bid, for the payment of which we jointly and severally bind ourselves and our legal representatives and successors.

The conditions of the obligation are that if the Port of Astoria shall make timely award to the Principal according to the terms of the bid documents; and the Principal shall within ten (10) days after notice of the award, exclusive of the day of notice, enter into the contract with the Port of Astoria and furnish the contractor's performance and payment bonds with Surety satisfactory to the Port of Astoria, each in an amount equal to one hundred percent (100%) of the amount of the bid proposed, then this obligation shall be null and void. Otherwise, if the Principal fails to enter into the contract and furnish the contractor's bond within ten (10) days, after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Port of Astoria; but in no event will the Surety's liability exceed this bond's face amount.

SIGNED AND SEALED THIS 29th DAY OF August, YEAR 2024

Atlantic Specialty Insurance Company

SURETY

Signature

Elizabeth R. Hahn

Printed Name

Attorney-in-Fact

Title

HME Construction, Inc.

PRINCIPAL

Signature

Justin Bay

Printed Name

President

Title







# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Alec Gumpfer, Andrew Kerslake, Charla M. Boadle, Deanna M. French, Derek Sabo, Elizabeth R. Hahn, Guy Armfield, Jana M. Roy, John R. Claeys, Katelyn Cooper, Mindee L. Rankin, Nicholas Fredrickson, Roger Kaltenbach, Ronald J. Lange, Scott Fisher, Scott McGilvray, Susan B. Larson, William M. Smith**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

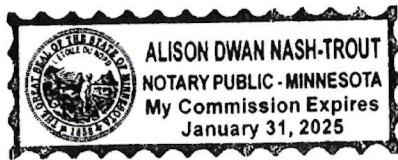
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

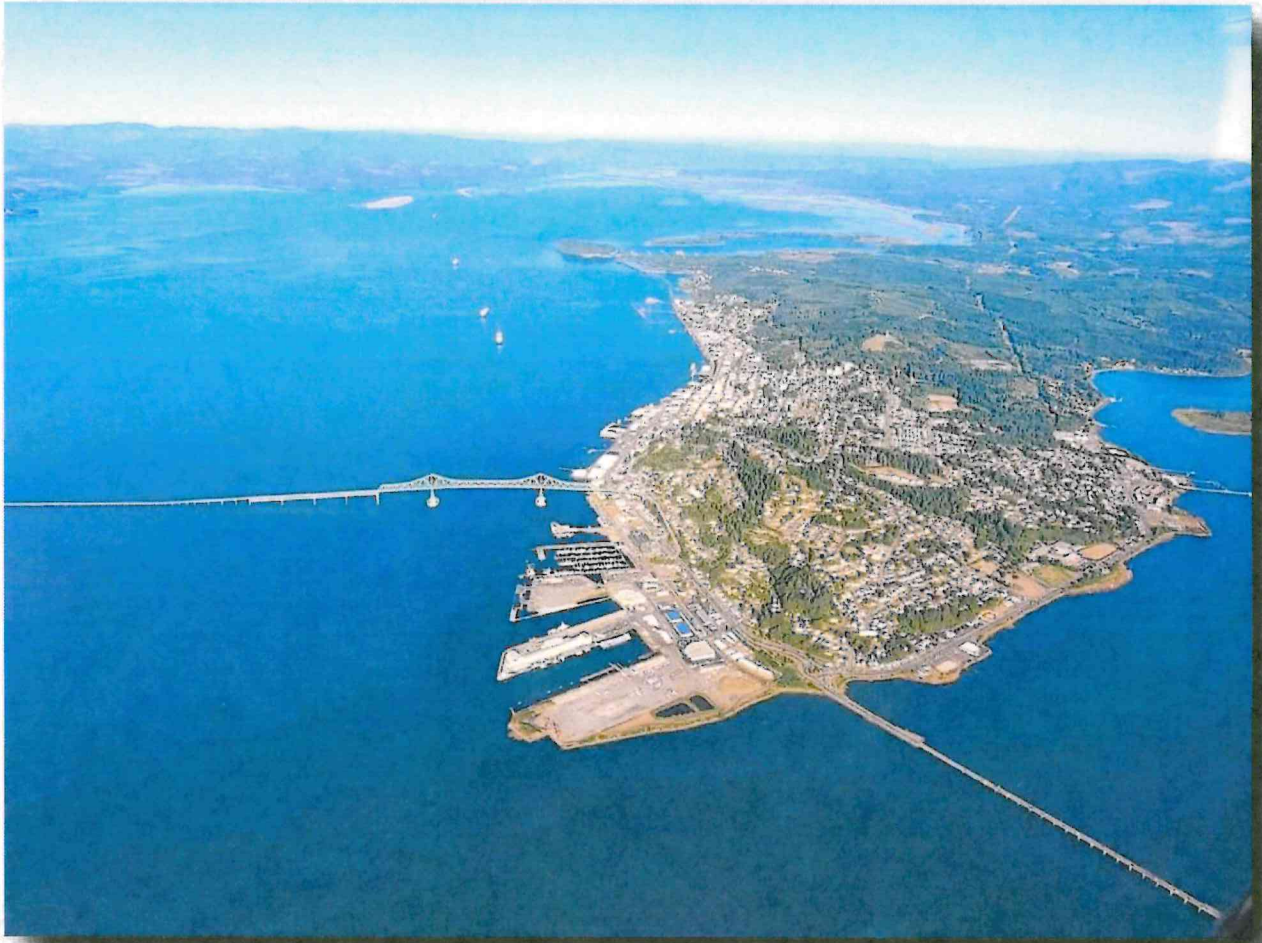
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 29th day of August, 2024



Kara L.B. Barrow, Secretary

This Power of Attorney expires  
January 31, 2025



## Port of Astoria

FY 2024-25 Pile Replacement – West Basin Marina

Proposal by:



Bergerson Construction, Inc.

August 29, 2024



P.O. Box 387  
Astoria, OR 97103  
Office 503-325-7130  
Fax 503-325-0174  
24 Hour Service



*“for a job well done”*

TIN # 93-0600594  
OR CCB# 63328  
WA CC01 BERGECI 1210H  
info@bergerson-const.com  
www.bergerson-const.com

August 29, 2024

Port of Astoria  
ATTN: Matt McGrath  
422 Gateway Ave., Suite 100  
Astoria, OR 97103

Project: FY 2024-25 Pile Replacement – West Basin Marina  
SUBJECT: Proposal

Mr. McGrath,

I would like to take this opportunity to thank you for considering our firm for the subject project. As an established marine contractor in the lower Columbia River region for the past 56 years, Bergerson Construction is very familiar with the waterfront environment in the Pacific Northwest. Additionally, as a local marine contractor, we offer a unique understanding of the Port of Astoria facilities. We endeavor to bring this experience and our commitment to excellence to your project.

During preparation of this proposal, we have carefully considered the nature of the facility, the necessary repairs and anticipated operational concerns to develop a comprehensive project approach that we believe meets the requirements of this solicitation.

The following pages contain our response to the items listed in the solicitation with the appropriate certifications and the bid forms.

We look forward to working closely with you and your staff to ensure a quality product that will serve the Port for many years to come. If you have any questions or require any additional information, please do not hesitate to contact me personally.

Respectfully,

Greg Morrill  
President

## Project Understanding

This project consists of guide pile replacement along the floating docks at the West Mooring Basin, which is owned by the Port.

### West Mooring Basin Guide Piles

The pile replacement work in the West Mooring Basin is to be completed before the end of November and will be scheduled accordingly. This work will be scheduled as it fits with other in-water projects.

The existing piles will be removed with a vibratory hammer and laid on a barge for transfer to our yard at Tongue Point for recycling and disposal. The new piles will be installed using vibratory methods to the greatest extent possible. It is expected that ground conditions in some areas will require the use of impact driving methods. We will have an impact hammer on board the crane barge for such situations. Additionally, a bubble-curtain system will also be available for use during impact driving to meet permit requirements.

It is possible that some of the existing piles have already rusted off below water. In these cases, it is sometimes possible to install the new, larger diameter pipe piles over the existing stub. However, this is not always the case. If this is encountered, we will work with Port staff to explore the best approach, including alternate locations for the new pile that will provide similar functionality.

After piledriving, bird caps will be installed on each new pile, secured with screws and/or adhesive to the steel piles.

## Submission Requirements

The following pages are the required submissions as outlined in the solicitation:

### **Bergerson Construction, Inc.**

#### **Project Contacts:**

Greg Morrill, President/General Manager  
[gmorrill@bergerson-const.com](mailto:gmorrill@bergerson-const.com)  
(503) 325-7130 office

Chad Curs, Project Manager  
[ccurs@bergerson-const.com](mailto:ccurs@bergerson-const.com)  
(541) 221-8952 cell

Robert Corcoran, Project Superintendent  
[rcorcoran@bergerson-const.com](mailto:rcorcoran@bergerson-const.com)  
(503) 440-9501 cell

Clayton Solberg, Alternate Project Superintendent  
[csolberg@bergerson-const.com](mailto:csolberg@bergerson-const.com)  
(503) 440-7782 cell

**Bergerson Construction, Inc.**

**Locations:**

Main Office  
300 Railroad Ave, Suite 200  
Astoria, OR 97103

Shop/Yard  
300 Railroad Ave.  
Astoria, OR 97103

Mailing Address  
PO Box 387  
Astoria, OR 97103

**First-Tier Subcontractor Disclosure form**

See Attachment B – Bid Forms

**Resident Bidder Status**

As certified by the undersigned, Bergerson Construction, Inc. is a resident bidder in Oregon as defined in ORS 279 A.120.

**Experience with Environmental Permit Compliance**

Since Bergerson Construction’s primary line of work is marine and waterfront construction, most of our projects for at least the past 25-30 years have been subject to requirements set forth in environmental permits. Additionally, we work with many of our clients in obtaining such permits for in-water work. This provides our project management staff with an excellent working knowledge of the environmental requirements for a project of this nature.

As with any waterfront construction, environmental protection is second only to safety. All Best Management Practices (BMP’s) required by the project permits and specifications will be implemented and maintained to ensure effective protection of our natural resources. In addition we will employ many other BMP’s including but not limited to the following:

- Floating containment/debris boom will be installed around the work area.
- Patrol of water for “flotsam and jetsam” escaping from debris boom
- Spill response kits will be maintained on site for the duration of the contract
- Equipment will be inspected for leaks each day prior to operation
- Emergency contact information in case of spill will be posted on site in the dry shack on the crane barge
- 24-hour contractor contact will be established for duration of contract

- BMP's will be adjusted if deficiencies are noted
- Turbidity during in-water work will be monitored in accordance with the permits. A daily log of turbidity monitoring will be maintained and submitted to the Port at the close of the project.
- A detailed spill prevention plan will be prepared and submitted prior to beginning work on site

Upon award of this contract, Bergerson Construction will prepare a project specific environmental protection plan in accordance with the environmental permits. This will provide guidelines for all construction activities.

### **Experience in Marine Construction/Dredging for Public Agencies**

See Attachment A – Reference Projects

### **Applicable Licenses**

Bergerson Construction is a licensed commercial contractor in the State of Oregon.

- Oregon CCB License No.: 63328, Expiration Date: 1/25/2025

### **Certifications**

- As certified by the undersigned, Bergerson Construction provides worker's compensation coverage for all its employees working in Oregon.
- As certified by the undersigned, Bergerson Construction will ensure responsibility for any subcontractors working on this project.
- As certified by the undersigned, Bergerson Construction has in place an employee drug testing program that will be maintained throughout the term of this agreement.

### **Past Project Contacts**

City of Astoria  
 Jeff Harrington, Public Works Director  
[jharrington@astoria.or.us](mailto:jharrington@astoria.or.us)  
 (503) 338-5177

Big River Construction  
 Mike Sarin, President  
[msarin@bigrivercompanies.com](mailto:msarin@bigrivercompanies.com)  
 (503) 338-3878 office

Port of Alsea  
 Roxie Cuellar, Port Manager  
 (541) 563-3872  
[rcuellar@portofalsea.com](mailto:rcuellar@portofalsea.com)

**Litigation History**

Bergerson Construction has had no litigation on any contract of any type in the past five years.

**Addenda Acknowledgement**

As certified by the undersigned, Bergerson Construction acknowledges 0 addenda.

---

Certified By:



\_\_\_\_\_  
Gregory A. Morrill, President August 29, 2024

# ATTACHMENT A

Project Experience



# Bergerson Construction, Inc.



Contractor:	Bergerson Construction	Owner:	Port of Kalama
Engineer:	PND Engineers	Completion Date:	November 2022
Original Contract:	\$3,554,622	Final Value:	\$3,691,530

## Port of Kalama Small Cruise Ship Dock

For years, small cruise ships have been stopping in Kalama, WA but the only shore access for passengers was via a gangway lowered onto a sandy beach. This project involved constructing a dedicated facility for these vessels to moor and to provide superior access for passengers.

Construction of this new facility consisted of installation of six monopile dolphins using 36" diameter, 150' long pipe piles, outfitted with floating donut fenders. A 125' long adjustable gangway with hoisting tower and connecting bridge was fabricated and installed for access from the ships to the shore. A concrete emergency access road was constructed. The existing pedestrian pathways and surrounding landscaping were improved.



Due to schedule constraints and limited interest from precast concrete manufacturers, the concrete pilecaps for the gangway were precasted in our facility in Astoria and barged to Kalama. Other long lead materials led to creative schedule solutions to ensure all in-water work was completed before the regulatory deadlines. Bergerson Construction worked closely with the owner and key subcontractors to ensure the facility was ready for the arrival of the first ship on April 2, 2022.

Name:	Darin Sampson	Title:	Project Manager/Maintenance Supt.
Organization:	Port of Kalama	Email:	<a href="mailto:dsampson@portofkalama.com">dsampson@portofkalama.com</a>
Telephone:	(360) 673-2325	Fax:	



# Bergerson Construction, Inc.



Contractor:	Andersen Construction	Owner:	Oregon State University
Engineer:	KPFF Consulting Engineers	Completion Date:	November 2022
Original Contract:	\$1,037,627	Final Value:	\$1,217,018

## Oregon State University HSMC Seawater Intake Pier

OSU Hatfield Newport Campus houses a vast array of marine research and animal life collections. The seawater intake pumps are used as the sole source intake providing seawater for the Hatfield campus. Originally built in the 60s, and then doubled in size in the late 80s, all of the structure materials were approaching the end of their lifespan, mainly due to the coastal weather and tidal environment. Bergerson Construction was awarded this subcontract to partner with Andersen Construction via design-build proposal process for replacement of aging pier structure.

Replacement of this facility consisted of the demolition of the existing pile supported timber pier, pump house, pump equipment, utilities, and installation of a new 2,086 SF pier and pump house composed of 24" diameter steel pipe pile, CIP pile caps, precast exterior deck panels, aluminum gangway, fabricated steel grated interior deck panels and access platforms, sheet pile abutment, concrete approach, timber framed pump house, pump equipment, utilities, and rip rap repairs along causeway.



Andersen Construction, KPFF Engineers, along with a few other key subcontractors, were our design partners on this project. Bergerson worked closely with the design team in obtaining all permits and developing a cost-effective strategy through the design on the required construction, and minimize any downtime required at the sensitive environments at the marine research facility. Bergerson Construction was able to assist trusted local subcontractors for much of the utility and civil work.

Name:	Kris Anderson	Title:	Project Executive
Organization:	Andersen Construction	Email:	<a href="mailto:kanderson@andersen-const.com">kanderson@andersen-const.com</a>
Telephone:	(503) 969-9369	Fax:	



# Bergerson Construction, Inc.



Contractor:	Bergerson Construction	Owner:	Port of Alsea
Engineer:	HLB-OTAK	Completion Date:	December 2021
Original Contract:	\$2,960,527	Final Value:	\$2,919,923

## Port of Alsea Marina Improvements

The Port of Alsea marina is a popular site for recreational fishing and crabbing as well as kayaking and some commercial crabbing. The existing floats and pedestrian pier were at the end of their service life and in dire need of replacement. Bergerson Construction was awarded this contract through a design-build proposal process for replacement of the aging marina and boatramp.



*Alsea – Marina (July 2021)*

The project consisted of several key elements. It began with marine demolition of the floats and piles. The marina area was dredged to the appropriate depth using hydraulic dredging methods. The boat ramp and boarding floats were also replaced in accordance with the already completed OSMB design. The design included an HDPE float with galvanized framing and fiberglass grating in order to balance cost, function and permit restrictions. Galvanized

steel piles were selected for ease of installation and corrosion protection.

PND Engineers was our design partner on this project, selected in light of their vast marine experience in this region. Bergerson worked closely with the Port in obtaining all permits for the new marina configuration, and developed a cost-effective strategy for the required environmental mitigation. Bergerson Construction was able to use trusted local subcontractors for much of the utility work.

Name:	Roxie Cuellar	Title:	Port Manager
Organization:	Port of Alsea	Email:	<a href="mailto:rcuellar@portofalsea.com">rcuellar@portofalsea.com</a>
Telephone:	(541) 563-3872	Fax:	

# Bergerson Construction, Inc.



Contractor:	Bergerson Construction	Owner:	Front Street Marine, LLC
Engineer:	BergerABAM (WSP)	Completion Date:	April 2021
Original Contract:	\$3,182,910	Final Value:	\$3,271,284

## Front Street Marine – Newport Wharf

Bergerson Construction was approached by the owner of this property in 2014 regarding building a new seafood wharf on the Newport Oregon waterfront at the location of the Undersea Gardens, a popular tourist attraction. This contract was set up as a design-build project. For design, Bergerson teamed with BergerABAM, a trusted waterfront engineering firm in the Northwest. Due to some issues with property leases, the project was postponed until 2019.



Photo Courtesy of BergerAbam

The project consisted of 78 ea. 24" diameter steel pipe piles, 11 steel fender piles, 100-ton micropiles, and a 1300 CY cast-in-place concrete deck. The project site had limited access from the land due to heavy traffic and pedestrian usage of the area. Immediately to the west of the project is a pedestrian access pier and restaurant, presenting some unique considerations for safety.

The environmental permits required that the facility be designed with stormwater collection and filtration incorporated into the concrete deck.

Prior to construction, our team was contracted separately for removal of the Oregon Undersea Gardens facility and associated breakwater wall.

Name:	Stephen Webster	Title:	Owner
Organization:	Front Street Marine, LLC	Email:	<a href="mailto:riverbendmarine@charter.net">riverbendmarine@charter.net</a>
Telephone:	(541) 265-9243	Fax:	



# Bergerson Construction, Inc.



Contractor:	Bergerson Construction	Owner:	City of Warrenton
Engineer:	HLB-OTAK	Completion Date:	June 2017
Original Contract:	\$1,459,940	Final Value:	\$1,637,009

## City of Warrenton Marina Improvements

The City of Warrenton's marina is home to a large number of commercial fishing vessels. With heavy use, the commercial docks had deteriorated to the point of not being functional. Bergerson Construction was awarded this contract through a design-bid-build process for replacement of the failing floats, piles and utilities.



Warrenton – Commercial Floats (2017)

The project consisted of several key elements. It began with marine demolition of the floats and piles, as well as removal of two large sunken vessels. The marina area was dredged to the appropriate depth using environmental clamshell methods. Several alternative floating dock designs were allowed by the specifications. The City ultimately chose to use an HDPE float with timber framing and fiberglass grating in order to balance cost and permit restrictions.

Through a value engineering process, Bergerson Construction was able to provide larger diameter steel piles from used inventory that added strength to the overall system, while saving money for the City. The new utilities included upgraded electrical service and shoreties, new water supply to the mooring slips, and a dry-line the entire length of the main dock for fire suppression. Bergerson Construction was able to use trusted local subcontractors for much of the utility work.

Name:	Jessica McDonald	Title:	Harbormaster
Organization:	City of Warrenton	Email:	<a href="mailto:jmcdonald@warrentonoregon.us">jmcdonald@warrentonoregon.us</a>
Telephone:	(503) 861-3822	Fax:	

**ATTACHMENT B**

Bid Forms

Bid Bond

**BID & ACKNOWLEDGEMENT OF ADDENDA**

To: Board of Commissioners  
 Port of Astoria  
 Astoria, Oregon

The undersigned hereby certifies that the location and details of the work outlined below and further delineated in Exhibit A have been personally examined for the Port of Astoria’s **West Basin Marina Pile Replacement** project and that he/she: i) has read and thoroughly understands the specifications and all attachments and conditions associated with the U.S. Army Corps of Engineers and Department of State Lands’ permits issued for the Port of Astoria’s FY 2024-25 West Basin Marina Pile Replacement Project referenced on page 4 of this Invitation to Bid; ii) acknowledges and agrees to the terms and conditions of all forms and requirements included in the bid documents; and iii) certifies that he/she has personally examined the contract governing the work included in this project and the method by which payment will be made for such work and hereby proposes to undertake and complete the work included in this project in accordance with said specifications, contract and schedule.

**Award will be based on the lowest bid from a responsive, responsible bidder.**

**Instructions regarding completion of Bid table:**

- Show prices in legible figures (not words) written in ink or typed
- Where conflict occurs unit price shall prevail
- Bid shall be considered non-responsive and void if:
  - Figures are illegible
  - Minimum bid requirements are not met (where applicable)

<b>Item #</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1 LS	Mobilization	Lump Sum	\$ 34,500.00
2	25	West Basin Marina – Remove Existing Piles and Furnish/Install New Piles (50 ft, 12” diameter, .375 thickness)	\$5,550.00	\$ 138,750.00
<b>3 Grand Total (Add Items 1 &amp; 2 for total project cost)</b>				\$ 173,250.00

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
_____	_____	_____
_____	_____	_____

Note: Failure to acknowledge addenda may render the bid non-responsive and therefore void. If no addenda, mark "none."

The undersigned hereby certifies that said person(s), firm, association or corporation has/have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.

The undersigned declares that before preparing the bid, he or she read carefully the specifications and requirements for bidders; the bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished; and the bid is as stated on these pages. By signing below, the Contractor acknowledges and agrees to the terms and conditions of each of the forms and all requirements included in the bid documents.

 _____	August 29, 2024 _____
Authorized Official (Signature)	Date
Gregory A. Morrill _____	President _____
Printed Name of Authorized Official	Title of Authorized Official
Bergerson Construction, Inc. _____	(503) 325-7130 _____
Company Name	Telephone Number
P.O. Box 387, Astoria, Oregon 97103 _____	admin@bergerson-const.com _____
Address	City, State, Zip
	E-mail

OR State Contractor's License #: 63328

Federal I.D. #: 93-0600594



**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM  
FY 2024-25 PILE REPLACEMENT**

BID CLOSING: Date: 8/29/24 Time: 3PM

Prime Contractor Name: Bergerson Construction, Inc.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1 <u>N/A</u>	\$ _____	_____
2 _____	\$ _____	_____
3 _____	\$ _____	_____

**BID BOND FORM**  
**FY 2024-25 PILE REPLACEMENT**  
**CASHIER'S CHECK**

Herewith find deposit in the form of a cashier's check in the amount of \$ \_\_\_\_\_, which amount is not less than ten percent (10%) of the total bid.

Signature \_\_\_\_\_

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**BID BOND**

Name of Firm: Bergerson Construction, Inc.

We, Bergerson Construction, Inc. as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto the Port of Astoria, an Oregon Special District, in the penal sum of ten percent (10%) of the amount of Bid, for the payment of which we jointly and severally bind ourselves and our legal representatives and successors.

The conditions of the obligation are that if the Port of Astoria shall make timely award to the Principal according to the terms of the bid documents; and the Principal shall within ten (10) days after notice of the award, exclusive of the day of notice, enter into the contract with the Port of Astoria and furnish the contractor's performance and payment bonds with Surety satisfactory to the Port of Astoria, each in an amount equal to one hundred percent (100%) of the amount of the bid proposed, then this obligation shall be null and void. Otherwise, if the Principal fails to enter into the contract and furnish the contractor's bond within ten (10) days, after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Port of Astoria; but in no event will the Surety's liability exceed this bond's face amount.

SIGNED AND SEALED THIS 29th DAY OF August, YEAR 2024

Bergerson Construction, Inc.

SURETY

Signature

Printed Name

Title

Travelers Casualty and Surety Company of America

PRINCIPAL

Signature

Nicholas A Fredrickson

Printed Name

Attorney-in-Fact

Title





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nicholas A Fredrickson** of **BELLEVUE**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

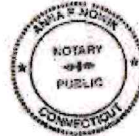
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29** day of **JULY**, **2024**.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**