

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

Regular Session

September 5, 2023 @ 4:00 PM
 10 Pier 1, Suite 209, Astoria, OR*

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*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.
7. CONSENT CALENDAR:
 - a. Meeting Minutes –
 - Regular Session 07/18/23 3
 - Regular Session 08/01/23 9
 - b. Financials –
 - June 2023 13
 - July 2023..... 19
 - c. Event Calendar – September 2023..... 25
8. ACTION:
 - a. FY 2023-24 Pile Replacement Award 26
 - b. Boatyard Master Plan – Grant Agreement 114
 - c. Port Security Grant – Cybersecurity Award 125
 - d. Wetlands/Mitigation Bank Study – Grant Agreement..... 161
 - e. Request for Expenditure #0153 T-Dock Power 171
 - f. Request for Expenditure #0159 T-Dock Power Transformer 181
 - g. Vector Airport Systems – Contract 188
 - h. Finance Committee..... 202
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.
10. EXECUTIVE DIRECTOR COMMENTS
11. UPCOMING MEETING DATES:
 - a. Workshop Session – September 19, 2023 at 4:00 PM
 - b. Regular Session – October 3, 2023 at 4:00 PM
12. ADJOURN

Please Note:

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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

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**MEETING MINUTES
JULY 18, 2023**

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

Call to Order:

Chairman Rhone called the Regular Session to order at 4:00 pm.

Roll Call:

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

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; Finance, HR & Business Services Manager Melanie Howard; Boatyard Manager Brendon Stock and Executive Assistant / Administrative Coordinator Stacy Bandy.

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

Special Guest: Clatsop County Sherriff Matt Phillips; Chelsey Williams with Rivian; and Rebecca Norden-Bright with *The Astorian*.

Pledge of Allegiance

Commission Items:

5a) Canvass Votes for May 18, 2023 Regular District Election

Commissioner Rohne explained that the election results from the County Elections Office have been received, which notes the election winners for the 2023 Port of Astoria Commissioner races are Commissioner Robert Stevens and Tim Hill.

The Commission was then asked for a motion to approve and certify the election results.

Commissioner Spence moved to approve and certify the May 18, 2023 Regular District Election results for Port of Astoria seat positions 3 and 4. Commissioner Stevens seconded.

The motion carried unanimously.

5b) Swear-in Commissioners-Elect by Special Guest Clatsop County Sherriff Matt Phillips

Commissioner Rhone introduced Clatsop County Sherriff Matt Phillips and asked Commissioner Robert Stevens and Commissioner Elect Tim Hill to step forward to take the Oath of Office. Commissioner Rohne thanked Phillips for volunteering to perform the ceremony and for his service to the community.

5c) Elect Officers for Fiscal Year 2023-2024

- Commissioner Spence nominated Commissioner Dirk Rohne for Chairman. Commissioner Campbell nominated Commissioner Robert Stevens for Chairman.

The Commissioners voted as follows:

- Commissioner Hill Stevens
- Commissioner Spence Rohne
- Commissioner Campbell Stevens
- Commissioner Stevens Stevens
- Commissioner Rohne Stevens

Commissioner Stevens was declared Commission Chairman.

Chairman Stevens thanked Sherriff Matt Phillips and the public for their support. Stevens acknowledges the success Commissioner Rohne had in guiding the Port and comments that he will try to follow in his footsteps.

- Commissioner Rohne nominated Commissioner Frank Spence as Vice-President. Commissioner Hill seconded the nomination.

Commissioner Spence was declared Commission Vice-President.

- Commissioner Spence nominated Commissioner Jim Campbell as Treasurer. Commissioner Hill seconded the nomination.

Commissioner Campbell was declared the Commission Treasurer.

- Commissioner Rohne nominated Commissioner Tim Hill as Secretary. Commissioner Campbell seconded the nomination.

Commissioner Hill was declared Commission Secretary.

- Commissioner Rohne nominated Commissioner Rohne as Commission Assistant Secretary/Treasurer. Commissioner Spence seconded the nomination.

Commissioner Rohne was declared the Commission Assistant Secretary/Treasurer.

Commission Comments:

Commissioner Hill commented on the following:

- Thanks for the warm reception from Port Commissioners and staff.

Commissioner Spence commented on the following:

- Thanks to Commissioner Rohne for the great job he's done the last few years.

Commissioner Rohne commented on the following:

- Thanks everyone for the opportunity to serve as Commission Chair. Rohne adds that it wasn't his job to run the Port, but to conduct efficient meetings and to support the work that is being done.

Commissioner Campbell commented on the following:

- Thanks to Commissioner Rohne for his time and the work he performed as Chairman.

Commissioner Stevens commented on the following:

- Visited the cruise ship Insignia for a plaque exchange with the captain. The exchange was not ordinary in that there was a mix-up, and the plaque was not onboard. Port attendees exchanged gifts in lieu of a plaque, and the plaque was brought to the ship's captain immediately after the ceremony.

Changes/Additions to the Agenda: There were no changes or additions to the agenda.

Public Comment: There were no requests for public comment.

Consent Calendar:

The Consent Calendar consisted of the following:

- Meeting Minutes – 05/10/23 Budget Committee Meeting, 05/16/23 Workshop Meeting, and 05/24/23 Budget Committee Meeting
- Financials – May 2023
- Event Calendar – July 2023

Commissioner Spence moved to approve the consent calendar as presented. Commissioner Campbell

seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

Action Items:

9a. Boatyard Masterplan – Proposal Review

To provide background, Deputy Director McGrath explains that last year, the Boatyard Master Plan feasibility study was completed. The study revealed that there is a high demand for additional infrastructure at the boatyard; revenues are up 180% over the last five years. The success of the boatyard is due to the tremendous efforts of Boatyard Manager Brendon and Boatyard employee Joey. Now, the Port is looking to come up with a plan to guide the boatyard development for the next five to ten years. McGrath refers to the coversheet on page 22 of the packet; the Port sought Requests for Proposals in April and received proposals from Makers Architecture and Maul Foster & Alongi. The master plan cost from the Maul Foster & Alongi proposal is \$100,000 to be completed by the end of this year. McGrath comments that the completed plan will give the Port a multi-phased plan to allow for development at the boatyard in such a way to attract more business and stabilize the work at the boatyard; the demand for space to work outside of the weather is high. McGrath introduces the Principal Planner with Maul Foster & Alongi, Seth Otto. Otto joins the meeting via Zoom. Otto comments that Maul Foster & Alongi is a locally owned engineering, planning, and environmental science firm in Portland and Vancouver.

Discussion highlights include:

- Maul Foster has partnered with KPFF Structural Engineers, who are familiar with the story of the waterfront and are a local landscape design firm that specializes in industrial and working waterfront design.
- McGrath notes that that \$85,000 of the project is grant funded; the Port received a \$25,000 grant from Northwest Oregon, and Business Oregon has agreed to fund \$60,000.
- Commissioner Campbell is concerned about how space will be used at the boatyard and inquires as to what the outreach will be for the plan. McGrath explains that one of the first tasks is to look into the background and existing conditions. Boatyard users will be included, as well as community engagement. Otto adds that the process will begin with gathering information and understanding the baseline conditions, and then developing concepts for options for site operations and programming. Otto refers to the task list on page 53 of the packet and notes that task five, the Vision Charrette process is a design workshop with Port staff and key stakeholders.
- Commissioner Spence inquires if the Work Plan Timeline on page 52 of the packet will be adjusted. McGrath answers that the project is expected to be complete at the end of the calendar year.
- Commissioner Stevens inquires if Commissioners are excluded from participating in discussions for this plan. Otto answers that no, Commissioners are not excluded; McGrath adds that Port staff, Port Commissioners, and boatyard users will be included.
- Executive Director Isom comments that at the end of this process, the finalized plan will be brought to the Commission for approval. It is ultimately up to each Commissioner how involved they'd like to be with the plan.
- Isom notes that Brendon has done a remarkable job during his time as Boatyard Manager; he excels in both customer service and the analytical side of the boatyard. The boatyard's success in recent years is a testament to Brendon's management.

Commissioner Rohne moved to approve the contract with Maul Foster & Alongi. Commissioner Spence seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

9b. Letter of Engagement for audit firm Talbot, Korvola, & Warwick, LLP

Director Isom refers to the letter of engagement on page 74 of the packet. The letter outlines the scope of work for the annual audit. Isom notes that the Port is unique in that financials are

completed in-house instead of outsourcing to a third party. TKW will verify the Port's financials and attest to their accuracy.

Commissioner Campbell moved to approve the Letter of Engagement with Talbot, Korvola, & Warwick, LLP. Commissioner Rohne seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

9c. Commissioner Committee Assignments 2023-2024

Commissioner Stevens asks Commissioners to compile assignment requests and send them to Executive Assistant/Administrative Coordinator Stacy Bandy prior to the next meeting. Committee Assignments will be on the agenda at the next Commission meeting for approval.

9d. Resolution 2023-03 Making Business Appointments and Authorizations

Commissioner Stevens refers to Resolution 2023-03 Making Business Appointments and Authorizations on page 87 of the packet. This is an annual document stating the officers of the board, financial policies, legal notices, time and location of board meetings, policy for special and workshop meetings, and other business for the fiscal year July 1, 2023 to June 30, 2024.

Commissioner Spence moved to approve Resolution 2023-03: Making Business Appointments and Authorizations. Commissioner Rohne seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

9e. RFE #0151 North Coast Civil & Design – Professional Services Contract

Deputy Director McGrath refers to the RFE on page 91 of the packet. The Port is requesting \$10,000 to complete a professional services agreement with North Coast Civil & Design. There is an existing tenant in Executive Hangar One who is interested in building a hangar between the Bar Pilot's hanger and the Lektro hanger in a location that has already been approved by the Federal Aviation Administration (FAA) for private hangar development. The intention is to locate exactly where the utilities are and what the cost will be to bring the utilities to that hanger and to provide a site plan for the development. The Port has had conversations with Business Oregon, and they intend to assist in funding to bring in the needed utilities.

- Commissioner Campbell comments that this may impede future planning at the airport. McGrath answers that master planners Mead & Hunt have identified and agreed that the location is best for a hangar that is 100ft by 80ft to 100ft by 110ft.

Commissioner Rhone moved to approve the Request for Expenditure #0151 North Coast Civil & Design Professional Services Agreement. Commissioner Spence seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

9f. RFE #0152 Precision/Overbay Grading

Deputy Director McGrath refers to the Request for Expenditure on page 98 of the packet. This has been an issue for quite some time; drainage work is required so that water from behind that building drains properly to preserve the life of the Overbay building. The grading improvements will give the Port an acre of usable land, which is needed by tenants.

- Commissioner Spence notes the disparity in the dollar amounts of the bids received. McGrath explains that the Earthworx Excavation bid is lower as their bid uses a different approach and uses less aggregate.
- Commissioner Campbell inquires as to the timeframe to recoup the costs for this project. McGrath answers that initially, Overbay is interested in leasing 5,000 square feet, but it will depend on how much space is rented out. McGrath estimates that the available lease space will be filled in the next two to three years, and the project will be paid for in four to five years.
- Commissioner Rohne comments that it is the Port's obligation to maintain the facility; we

are currently not in compliance.

Commissioner Rhone moved to approve the Request for Expenditure #0152 Precision/Overbay Grading with Earthworx Excavation in the amount of \$49,172.50. Commissioner Spence seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

9g. Quadiant Agreement

Director Isom refers to the Quadiant renewal agreement on page 106 of the packet. The contract includes replacement equipment and has a monthly service fee of \$70.99. Isom explains that an oddity in the Port's bylaws and financial policies is that there is a set dollar threshold on how much the director can authorize, but also a time frame on any agreement. Part of this renewal is to sign a 39-month contract, and because that goes beyond the twelve-month term that Isom can authorize, this contract must be brought to the commission for approval.

Commissioner Rhone moved to approve the product lease agreement with Quadiant. Commissioner Spence seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

9h. Rivian Lease Agreement

Deputy Director Matt McGrath explains that this is a follow-up from the presentation by Cameron Hunt with Rivian from last year. Port staff identified that the best location for Rivian chargers is the south end of the Journey's End parking lot. The contract will allow Rivian to install charging spots beginning between January of next year and March of next year. The initial agreement is for ten years with a Consumer Price Index (CPI) increase of ten percent at year five. The agreement includes a potential five-year renewal after year ten. Port Counsel Eileen Eakins has reviewed the contract.

Chelsey Williams with Rivian joins the meeting via Zoom. Williams thanks the Commission and states that Rivian is excited to partner with the Port.

Discussion highlights include:

- Rivian will install six direct current fast charging stations. It will take Rivian users 20 to 40 minutes for a full charge.
- The chargers will be open network to all electric vehicles (EVs) in the future. There will be a short overlap of Rivian-only vehicles before welcoming all EVs to the Port to charge on-site.
- Currently, Rivian does not have card readers on the chargers because when you plug in a Rivian, the Rivian connects directly to the charger. There are no fees at Rivian Adventure Networks currently. Charging fees will be rolling out in the coming months, at which point payment will be facilitated through the Rivian application. Rivian will be charging a standard market rate per kilowatt hour.
- Charging stations will be separately metered.
- There are three different types of EV charging connections. In the future, adapters can be used for other EVs, such as Tesla.
- Commissioner Spence read a portion of a Rivian press release from June 20th, 2023, stating that in 2024 Rivian users will have access to a network of more than 12,000 Tesla Superchargers. Part of the agreement is that Tesla is adopting the North American Charging Standard (NACS). Williams confirms that in the future if an EV user has a Combined Charging System (CCS) port, they can use an adapter to use a Rivian NACS plug.
- Commissioner Spence requests that the Port update the Basin St. Port entrance sign. Isom agrees that wayfinding is a low-hanging fruit to tackle.

Commissioner Rohne moved to approve the lease agreement with Rivian. Commissioner Spence seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

Public Comment: There were no requests for public comment.

Executive Director Comments:

- Isom has spent considerable time with Astoria City Manager Scott Spence to discuss the revisions to the zoning codes for the Astoria Waterfront Master Plan (AWMP). Seven months ago, the Port and City had a plan in place to move forward with the Astoria Planning Commission on the zoning amendments recommended by planning consultants Walker Macy. At that time, approval was scheduled for April of 2023. Isom was surprised to learn that since that time, the City had hired a second contractor to do a revision of the plan that consultants Walker Macy had provided. Port staff and City staff have had a series of meetings to discuss these changes; there have also been two workshop sessions with the Astoria Planning Commission. There has been a re-education effort as new City staff may not have been aware of the significant public outreach completed with the plan. Isom would like to invite Commissioners to attend the Planning Commission meeting next Tuesday. Public testimony will be taken; Isom has invited two members of the initial AWMP advisory committee, Business Oregon Regional Representative Melanie Olson and Chamber of Commerce Executive Director David Reid, to give testimony. Isom will also be giving testimony on behalf of Port staff.
- The Boatyard BBQ is coming up on Friday, July 28th. The event is open to the public.
- Commissioner Campbell adds that Finance, HR & Business Services Manager Melanie has been working hard organizing the Airport Open House Fly-In event. The event will be held on August 19th. The Coast Guard will be participating, flyovers are being organized, and there is a lot of interest in a car show. There are four food vendors lined up and additional vendors in the works. Banners have gone up to advertise for the event. Former Port Commissioner and County Sherriff, John Raichl, has also been very active in organizing the event.

Upcoming Meeting Dates

- Workshop Session – August 1, 2023 at 4:00 PM
- Workshop Session – August 15, 2023 at 4:00 PM

Adjourned

Chairman Stevens adjourned the meeting at 5:17 PM.

APPROVED:**ATTEST:**

Robert Stevens, Chairman
Board of Commissioners

Tim Hill, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant / Administrative Coordinator

September 5, 2023
Date Approved by Commission

**MEETING MINUTES
AUGUST 1, 2023**

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

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; and Executive Assistant/Administrative Coordinator Stacy Bandy.

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

Also Attending: Bob Dorn with Hyak Maritime and Rebecca Nordin- Bright with *The Astorian*.

Pledge of Allegiance

Commission Reports:

Commissioner Hill had nothing to report.

Commissioner Spence had nothing to report.

Commissioner Rohne had nothing to report.

Commissioner Campbell had nothing to report.

Commissioner Stevens reported on the following:

- Attended the City of Astoria Planning Commission meeting. The Astoria Waterfront Master Plan (AWMP) zoning amendments are still pending. Discussions have returned to issues thought previously resolved.
- Attended the boatyard cookout; it was a good time for all. Suggest to increase marketing for the event next year.

Changes/Additions to the Agenda: There were no changes or additions to the agenda.

Public Comment for items on the agenda: There were no requests for public comment.

Consent Calendar:

The Consent Calendar consisted of the following:

- Meeting Minutes – 06/06/2023 Regular Session, 06/21/2023 Finance Committee Meeting, and 06/27/23 Special Session
- Financials – June 2023 Estimated
- Event Calendar – August 2023

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

Action Items:**8a. Pier 2 West Engineering Services**

Commissioner Stevens introduces the action item and asks the Commission to turn to page 20 of the packet. This is a significant step for the rehabilitation of Pier 2 West. Deputy Director McGrath provides background for the Pier 2 West Engineering Services project; previously, KPFF was selected by the Port to complete the 30% design of Pier 2 West. Once that was completed, it was determined that the Port needed to bring on experienced marine construction management to shepherd the Port through the rehabilitation process. Bergerson Construction was selected to be the Port's Construction Manager General Contractor (CM/GC). The next step was to bring an engineer into the project to complete the remainder of the design. The Port issued a Requests for Proposal (RFP) for engineering services on June 1st, 2023, with proposals due on June 30th, 2023. The Port received proposals from PND Engineers and KPFF. The selection criteria was based on several factors, including project history, staffing and staff qualifications, and, most importantly, project approach. Reviewers included Greg Morrill from Bergerson Construction, Port Grant Writer Shane Jensen, and Port Deputy Director Matt McGrath. The unanimous determination was that PND had a superior proposal.

Rian Johnson, Principal Engineer with PND Engineers, joined the meeting in person to discuss the proposal and address any questions from the Commission. Johnson shares a PowerPoint presentation. Discussion highlights include:

- PND Engineers provides services in marine facilities planning, coastal engineering, structural and civil engineering, highway bridge construction, constructability analysis permitting, hydrology surveying, and construction inspection. In summary, PND Engineers can bring a project from conceptual design all the way through construction.
- PND Engineers would be the prime engineer doing civil structural engineering joined by Appledore Marine Engineering, an independent technical reviewer for PND designs. GeoEngineers are subcontractors who will be reviewing the geotechnical information that has been developed so far and doing review on implementation for the proposed approach and looking for any optimizations.
- KPFF brought a Combi-Wall approach concept to 30% design. Potential issues include the need for a large amount of steel tonnage, the design is more sensitive to seismic liquefaction and settlement, design sequencing and construction is difficult, and ground improvements are difficult to install with tie-backs.
- PND Engineers' approach follows the KPFF approach to include a filled bulkhead but using an open cell design. The open cell design requires lower steel tonnages, the design accommodates movements from seismic loads and settlement, the project can be sequenced in a simple, repeatable pattern, obstructions can be encapsulated within the cells, and if needed, ground improvements can be done after sheet installation and filling from land without interference.
- Williams addressed concerns about a previous project at Port of Anchorage by explaining that issues arose due to improper construction techniques rather than problems with the design itself.
- Executive Director Isom notes that preconstruction costs have been fully funded by Business Oregon in the amount of \$1.2 million. Isom has also been pursuing both federal and state legislators. As previously reported, Pier 2 West has made the final cut on Congresswoman Bonamici's priority list of 15 items. The Port will know the result when the budget is finalized towards the end of the calendar year. Isom spoke with Senator Weber yesterday morning and was notified that the Port was not the recipient of any additional state monies. In reference to the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) and Port Infrastructure Development Program (PIDP) grant

applications, Isom adds that the work to get the Pier 2 West Rehabilitation project through the pre-construction phase to get the project shovel ready will help to raise the application high enough to be funded. McGrath adds that permit readiness is another important component of grant funding, and bringing PND Engineers onboard to start the design will also begin the permitting process.

For the complete presentation and discussion, please see meeting audio.

Commissioner Rohne moved to select PND Engineers for Pier 2 West Engineering Services.

Commissioner Spence seconded.

The roll call vote occurred as follows:

Commissioner Hill: Yes.

Commissioner Spence: Yes.

Commissioner Rohne: Yes.

Commissioner Campbell: Yes.

Commissioner Stevens: Yes.

The motion carried 5-0 amongst the Commissioners present.

8b. Popkin Professional Services Agreement

Executive Director Isom refers to the Popkin professional services agreement on page 118 of the packet. Isom explains that this agreement is unique for the Port, and it took considerable time to finalize the contract. The agreement states the two types of services Popkin would provide. If there's a sales transaction, the total fee in their proposal is the 5% split 50% between the listing and buying brokerage. The more complicated matter had to do with leases, and in particular, long-term leases. The proposal broadly stated that they would receive 5% of all lease revenue that they brought to the Port. The biggest hang-up was on a longer-term lease, making sure that the port would have an end date to the 5% fee. Compensation is listed on page 119 of the packet, for all leases Popkin secures, Popkin will receive 8% of the annual value of the lease for up to five years of the original lease term. Additionally, if Popkin successfully secures an extension, that extension would be at 4% at a maximum of five years. Isom notes that there are specific properties outlined in Popkin's portfolio for the Port.

Commissioner Spence moved to approve the contract with Popkin Real Estate. Commissioner Rohne seconded. The motion carried 5-0 amongst the Commissioners present.

8c. New Lewis & Clark Bank Account for AOC4 Funds

Executive Director Isom explains that the Port requires Commission approval to open a new bank account. The need for this account stems from the Area of Contamination (AOC) 4 agreement. As a part of the agreement, the Department of Environmental Quality (DEQ) is requiring that \$250,000 be carried as a set-aside. Originally when the agreement was made, it was thought that the Port would be the custodian of the operating funds, but DEQ has decided that they will be the custodians of the funds. DEQ has agreed to have the Port be the custodian of the \$250,000 set-aside, which, while it sits there, would allow the Port to accrue interest. Currently, the \$250,000 is being held in a trust account with our attorney. The plan is to put this in the money market account to accrue interest.

Commissioner Spence moved to approve the new Lewis & Clark bank account for AOC4 funds.

Commissioner Rohne seconded. The motion carried 5-0 amongst the Commissioners present.

8d. Commission Committee Assignments 2023-2024

Chairman Stevens asks the Commissioners to turn to the Commission Assignments included on page 124 of the packet. Stevens inquires if the Commissioners have any objections or if anyone is interested in trading assignments. Commissioner Rohne asks if he can serve on the Marina Advisory Committee. Stevens agrees to update the assignment to have Commissioners Rohne and

Campbell serve on the committee. Stevens notes that he has listed all Commissioners for the Pacific Northwest Waterways Association (PNWA). Port staff attend PNWA meetings, and the Commission should too. PNWA sends informational emails with valuable information. There is consensus among the Commission for the FY 2023-2024 Committee Assignments.

Public Comment for items not on the agenda:

Commissioner Spence inquires if meeting attendee Bob Dorn of Hyak Maritime has a status update on Hyak operations. Dorn discusses progress with pier construction, decking, stormwater plans, dredging, and hoist construction.

For the complete discussion, please see meeting audio.

Executive Director Comments:

- Last Tuesday was the third City of Astoria Planning Commission Meeting regarding the Astoria Waterfront Master Plan (AWMP) zoning amendments. Isom thanks the Executive Director of the Astoria-Warrenton Chamber of Commerce, David Reid, Business Oregon Regional Representative, Melanie Olson, and Executive Director of Clatsop Economic Development Resources (CEDR), Kevin Leahy, for presenting testimony on behalf of the Port. Isom notes that reporter Nicole Bales of *The Astorian* did a commendable job reporting on the meeting; the article was well-presented and fair. The Planning Commission will hold a formal hearing on August 22nd to give a final recommendation on the zoning amendments.
- Finance, HR, and Business Services Manager Melanie Howard is not present at tonight's meeting as this week is the Port's interim audit. Accounting staff have been busy with the audit process.

Upcoming Meeting Dates:

- Workshop Session – August 15, 2023 at 4:00 PM
- Regular Session – September 5, 2023 at 1:00 PM

Adjourned:

Chairman Stevens adjourned the meeting at 5:24 PM.

APPROVED:

ATTEST:

Robert Stevens, Board Chairman
Board of Commissioners

Tim Hill, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant – Administrative Coordinator

September 05, 2023
Date Approved by Commission



JUNE 2023 FINANCIALS NARRATIVE

For July 2022 through June 2023, the Port is showing an operating gain of \$1,181,621. This operating gain is ahead of prior-year profits by \$198,145 but is \$944,787 below budget projections. Operating revenue YTD is at 90% and operating expenses are at 100% of seasonally trended budget. Non-operating income is at 98% and non-operating expenses are 85% of budget. Total net loss YTD is \$(417,103), which is \$414,897 behind budget expectations.

The budget and prior-year deficits for dockage are \$(449,121) and \$(369,460), respectively. For the year-to-date budget, \$380,000 had been included for estimated Harbor Fee income, none of which was collected. Looking at the prior-year differences, the Port had billed for \$345,600 of Harbor Fee income in fiscal year 2021-22.

Lease and rental income was \$336,782 less than budgeted, primarily as a result of a partial deferment of the Bornstein warehouse loan; the decrease in income will be offset by a decrease to debt service.

Gross Marina revenues were at 96% of budget with Boatyard gross revenues at 99% of budget. Net profits from airport fuel sales were up \$101,597 from the prior year, while net profits from marina fuel sales were down \$7,284 from FY22.

Personnel services came in under budget by \$93,694, while materials and services were over budgeted amounts by \$92,175.

Looking at non-operating totals, debt service expense was \$559,508 below budget as a result of the amended debt agreements with Business Oregon. Capital spending in June was primarily for the airport master plan update, West Basin paving project, Airport terminal upgrades, and Port Security Grant project.

Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - Jun 2023	\$ 484,919	71,361	\$ 343,202	\$ 141,717	\$ 272,947	46,397	\$ 181,600	\$ 91,347
Jul - Jun 2022	\$ 453,924	81,335	\$ 299,142	\$ 154,782	\$ 249,363	57,193	\$ 163,797	\$ 85,566
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 - Jun 2023	\$ 857,254	149,103	\$ 572,932	\$ 284,322	\$ 175,478	26,642	\$ 135,941	\$ 39,537
Jul - Jun 2022	\$ 698,617	141,369	\$ 496,015	\$ 202,602	\$ 111,855	19,278	\$ 92,195	\$ 19,660

Port of Astoria
Profit & Loss Actual vs. Budget
 June 2023

	Actuals Jul 2022 - Jun 2023	Actuals Jul 2021 - Jun 2022	Budget Jul 2022 - Jun 2023	Budget Variance Through Jun	% of Budget Through Jun	Full '22-'23 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	777,536	1,146,995	1,226,657	-449,121	63%	1,226,657
Lease & Rental Income	2,781,442	2,134,531	3,118,224	-336,782	89%	3,118,224
Rebilled Expenses	1,764,346	1,503,776	1,713,380	50,966	103%	1,713,380
Boat Haulout	660,068	617,760	665,527	-5,459	99%	665,527
Marina Revenues	650,650	673,293	680,780	-30,130	96%	680,780
Fuel Sales	1,790,598	1,513,761	1,882,280	-91,682	95%	1,882,280
Ticket Revenues	2,320	6,495	9,540	-7,220	24%	9,540
Other Income	71,387	89,082	148,266	-76,879	48%	148,266
Total Operating Revenues	8,498,348	7,685,694	9,444,654	-946,306	90%	9,444,654
<u>Operating Expenses</u>						
Personnel Services	2,726,796	2,596,572	2,820,490	-93,694	97%	2,820,490
Materials and Services	4,573,861	4,089,576	4,481,686	92,175	102%	4,481,686
Total Operating Expenses	7,300,657	6,686,148	7,302,176	-1,519	100%	7,302,176
Income from Operations	1,197,691	999,546	2,142,478	-944,787	56%	2,142,478
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	876,101	856,144	890,248	-14,147	98%	890,248
Timber Tax Revenues	193,744	165,508	193,744	0	100%	198,811
Other County Revenues	36,091	36,258	39,500	-3,409	91%	39,500
Grants*	514,188	2,289,817	514,188	0	100%	1,940,763
Interest Income	6,242	4,319	18,303	-12,061	34%	18,303
Total Non-Operating Revenues	1,626,365	3,352,046	1,655,982	-29,617	98%	3,087,625
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	2,190,002	3,436,582	2,190,002	0	100%	3,959,368
Interest Expense	249,725	84,210	474,936	-225,211	53%	474,936
Principal Expense	801,432	206,962	1,135,728	-334,297	71%	1,135,728
Total Non-Operating Expenses	3,241,159	3,727,754	3,800,666	-559,508	85%	5,570,032
Net Income (Loss)	-417,103	623,839	-2,206	-414,897	18,905%	-339,929

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

Port of Astoria

Balance Sheet

as of June 2023

June 29, 2023

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	469,611
Payroll Account #5344	38,081
Bornstein MMA #0004	63,451
Money Market #1259	263,122
Total Lewis & Clark Bank	834,264

Total Cash & Cash Equivalents 835,009

Accounts Receivable 997,121

Other Current Assets 2,648,234

Total Current Assets 4,480,363

Fixed Assets 35,731,756

Other Assets

Long-term Receivables 18,011,898

TOTAL ASSETS 58,224,017

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 551,224

Other Current Liabilities 16,097,251

Total Current Liabilities 16,648,475

Long Term Liabilities

Accrued Vacation Payable 142,253

Accrued Sick Leave 158,204

Notes Payable 13,785,573

Net Pension Liability 829,427

Lease Liability 725,809

OPEB Liability 85,017

Pollution Remediation AOC 4 Liability 2,966,175

Less Current Portion LT Debt -963,782

Total Long Term Liabilities 17,728,678

Total Liabilities 34,377,153

Equity

Retained Earnings 24,263,967

Net Income -417,103

Total Equity 23,846,864

TOTAL LIABILITIES & EQUITY 58,224,017



Capital Projects
June 2023
Budget to Actual

DEPARTMENT AND PROJECT		CAPITAL PROJECTS & GRANTS As Budgeted			CAPITAL PROJECTS & GRANTS Actual Spending To-Date			REMAINDER & PRIORITY	
		Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 6/29/2023	Grants Received through 6/29/2023	Expenses through 6/29/2023 NET OF GRANTS	Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Remvd
Department	Description								
WFW	P2 West PS&E Documents; CM/GC work to 100% Design	250,000	-	250,000	4,302	-	4,302	245,698	1
Airport	Airport Master Plan	389,253	361,163	28,090	432,497	417,730	14,766	13,324	2
Administration	2022-23 IT Upgrades	30,000	-	30,000	20,499	-	20,499	9,501	3
Airport	Backfill and Site Prep Behind Overbay Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	30,000	-	30,000	2,678	-	2,678	27,322	3
WFW	Hangar Maintenance	200,000	150,000	50,000	20,179	14,938	5,241	44,759	3
Airport	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	-	-	-	50,000	4
WFW	Vegetation Management	50,000	-	50,000	-	-	-	50,000	4
Airport	Industrial Park	30,000	-	30,000	70,583	-	70,583	(40,583)	4
Airport	Terminal Building Upgrades	250,000	225,000	25,000	-	-	-	25,000	5
Airport	Tide Gate Feasibility Study	150,000	142,500	7,500	12,421	-	12,421	(4,921)	5
Airport	Fire suppression/system upgrades - Pier 2	99,600	99,600	-	5,094	3,830	1,264	(1,264)	5
WFW	Repave Gateway Avenue / Restripe	20,000	-	20,000	7,225	-	7,225	12,775	5
WFW	Boatyard Upgrades	110,000	110,000	-	-	-	-	-	5
WFW - Boatyard	Backfill and Site Prep Behind Recology	650,000	455,000	195,000	4,986	-	4,986	190,014	5
Airport	T-Hangar Fencing	55,000	-	55,000	23,929	-	23,929	31,071	8
Airport	West Marina Dredging	50,000	37,500	12,500	38,089	28,567	9,522	2,978	9
WFE - Marinas	Boatyard Electrical Upgrades	496,250	-	496,250	487,036	-	487,036	9,214	9
WFW - Boatyard	Gator Utility Vehicle	10,000	-	10,000	58,494	-	58,494	(48,494)	9
Airport	Airport Generator	15,000	-	15,000	19,599	-	19,599	(4,599)	9
Airport	West Marina Piling Replacement (25) Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West	20,000	10,000	10,000	6,195	832	5,363	4,637	9
WFE - Marinas	Boatyard Stands	133,500	-	133,500	190,397	-	190,397	(56,897)	9
WFW	Replace Cruise Ship Gangway Decking	221,875	-	221,875	195,019	-	195,019	26,856	9
WFW	Utility Trailer	15,000	-	15,000	13,760	-	13,760	1,240	9
WFW	Maintenance - Flatbed Truck	50,000	-	50,000	41,500	-	41,500	8,500	9
WFW - Boatyard	Maintenance - Flatbed Truck	16,390	-	16,390	14,587	-	14,587	1,803	9
WFW	Maintenance - Flatbed Truck	15,000	-	15,000	-	-	-	15,000	10
Airport	Maintenance - Flatbed Truck	7,500	-	7,500	-	-	-	7,500	10
WFE	Maintenance - Flatbed Truck	13,500	-	13,500	-	-	-	13,500	10
WFE - Marinas	Maintenance - Flatbed Truck	500,000	350,000	150,000	-	-	-	150,000	10
WFW	Maintenance - Flatbed Truck	31,500	-	31,500	-	-	-	31,500	10
Misc					520,935	25,000	495,935	(495,935)	
TOTALS		3,959,368	1,940,763	2,018,605	2,190,002	490,897	1,699,106	319,500	

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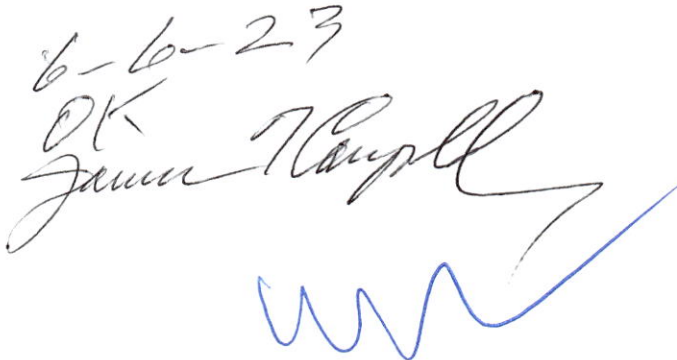
06/06/23

Accrual Basis

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	06/06/2023	82427	A & A Pest Control	105650	100.00
Bill Pmt -Check	06/06/2023	82428	Ag-Bag Forage Solutions		286.78
Bill Pmt -Check	06/06/2023	82429	AT&T	Acct # 019 295 1870 001	23.87
Bill Pmt -Check	06/06/2023	82430	Bayview Asphalt, Inc.	Cust # 9323017 West Mooring Basin Asphalt Project	32,356.00
Bill Pmt -Check	06/06/2023	82431	Business Oregon	Acct # 1230000433 Loan # W04002	187,000.00
Bill Pmt -Check	06/06/2023	82432	Cartomation, Inc.	Invoice #63	500.00
Bill Pmt -Check	06/06/2023	82433	Charter Business - 0590	8787 14 001 0420590	39.99
Bill Pmt -Check	06/06/2023	82434	Charter Business - 5595	Acct # 8787 14 002 0105595	189.97
Bill Pmt -Check	06/06/2023	82435	Cintas Corporation	10829	138.85
Bill Pmt -Check	06/06/2023	82436	City Lumber	Cust # 7259	2,803.97
Bill Pmt -Check	06/06/2023	82437	City of Astoria - utilities		664.91
Bill Pmt -Check	06/06/2023	82438	Clatsop County Lawn & Tractor	544212	2,440.95
Bill Pmt -Check	06/06/2023	82439	Columbia Pacific EDD	Annual Dues	1,000.00
Bill Pmt -Check	06/06/2023	82440	Columbia Steel Supply	W/O#3382	59.28
Bill Pmt -Check	06/06/2023	82441	Del's OK Point S Tire	POR101	63.00
Bill Pmt -Check	06/06/2023	82442	Frank Spence, Commissioner	Reimb - Ma 2023	200.00
Bill Pmt -Check	06/06/2023	82443	Gleaves Swearingen LLP	Legal Fees	561.00
Bill Pmt -Check	06/06/2023	82444	Grating Pacific, LLC	Acct # 03 CRUISESHIP	23,218.00
Bill Pmt -Check	06/06/2023	82445	Gravity Consulting, LLC		24,874.50
Bill Pmt -Check	06/06/2023	82446	Hauer's Lawn Care & Equip		143.85
Bill Pmt -Check	06/06/2023	82447	Jackson and Son Oil	Acct # 63045	901.27
Bill Pmt -Check	06/06/2023	82448	Jim Varner's Automotive		1,773.60
Bill Pmt -Check	06/06/2023	82449	Lawson Products	Cust # 10075026	196.83
Bill Pmt -Check	06/06/2023	82450	M&N WORKWEAR		344.47
Bill Pmt -Check	06/06/2023	82451	Mead & Hunt	Project R3143900-202203.01 AST Master Plan and ...	32,153.84
Bill Pmt -Check	06/06/2023	82452	Melanie Howard (A/P)		245.44
Bill Pmt -Check	06/06/2023	82453	Nehalem Marine		2,200.00
Bill Pmt -Check	06/06/2023	82454	Northwest Local Government Legal Advi...	May 2023	1,540.00
Bill Pmt -Check	06/06/2023	82455	Northwest Roofing & Construction LLC		9,000.00
Bill Pmt -Check	06/06/2023	82456	NW Natural		266.02
Bill Pmt -Check	06/06/2023	82457	Olson Asphalt Maintenance, LLC	West Mooring Basin Asphalt Project	2,200.00
Bill Pmt -Check	06/06/2023	82458	Oregon Dept. of Agriculture	Voucher #230200	674.00
Bill Pmt -Check	06/06/2023	82459	Pacific Power		6,979.49
Bill Pmt -Check	06/06/2023	82460	PacificSource Administrators	Employer ID: P00431	1,935.23
Bill Pmt -Check	06/06/2023	82461	Pape Machinery, Inc.	Cust # 101890	33.86
Bill Pmt -Check	06/06/2023	82462	Performance Promotions		278.30
Bill Pmt -Check	06/06/2023	82463	Performance Systems Integration, LLC	901626	785.00
Bill Pmt -Check	06/06/2023	82464	Robert D Hanks		832.14
Bill Pmt -Check	06/06/2023	82465	S&F Land Services		4,467.50
Bill Pmt -Check	06/06/2023	82466	S. Bruce Conner	June 2023	2,100.00
Bill Pmt -Check	06/06/2023	82467	Shane Jensen - Grant Writer	Grant Writing - May 2023	11,260.00
Bill Pmt -Check	06/06/2023	82468	Shred-It	Cust # 16971101	120.00
Bill Pmt -Check	06/06/2023	82469	Sierra Springs	928320221793628	54.89
Bill Pmt -Check	06/06/2023	82470	Standard Insurance Co.	Policy # 00 158620 0001	1,935.06
Bill Pmt -Check	06/06/2023	82471	Staples Advantage		94.21
Bill Pmt -Check	06/06/2023	82472	Sunset Auto Parts - NEW	Cust # 76004	358.67
Bill Pmt -Check	06/06/2023	82473	ULINE	Cust # 21657453	3,597.71
Bill Pmt -Check	06/06/2023	82474	United States Treasury	720-V 06/30/2022 CP161	16.94
Bill Pmt -Check	06/06/2023	82475	Verizon Wireless #7705-1	270297705-00001	672.26
Bill Pmt -Check	06/06/2023	82476	Walter E. Nelson Co.	Cust # 1629	105.88
Total 102-02 - CCB Operating #1442					363,787.53
Total 102-00 - Cash					363,787.53
TOTAL					363,787.53

6-6-23
OK
James Russell



Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	06/20/2023	82478	A & A Pest Control	105650	560.00
Bill Pmt -Check	06/20/2023	82479	A Coastal Lock & Key, LLC		12.50
Bill Pmt -Check	06/20/2023	82480	Advanced Remediation Technologies, Inc.	Job # OR0203-002.001	7,481.46
Bill Pmt -Check	06/20/2023	82481	America's Phone Guys		577.92
Bill Pmt -Check	06/20/2023	82482	Astoria-Warrenton Chamber of Commerce	Membership renewal	408.10
Bill Pmt -Check	06/20/2023	82483	Bergerson Construction, Inc	Project # 23101 - POA PIER 2 CMGC	1,565.00
Bill Pmt -Check	06/20/2023	82484	Bio-Med Testing Services, Inc.	POASTORI	20.00
Bill Pmt -Check	06/20/2023	82485	Business Oregon		189,755.49
Bill Pmt -Check	06/20/2023	82486	Calhoun & DeJong, Inc.		2,062.48
Bill Pmt -Check	06/20/2023	82487	Card Service Center		6,147.89
Bill Pmt -Check	06/20/2023	82488	Cintas Corporation	10829	138.84
Bill Pmt -Check	06/20/2023	82489	City Lumber	Cust # 7259	35.34
Bill Pmt -Check	06/20/2023	82490	City of Warrenton		19,112.30
Bill Pmt -Check	06/20/2023	82491	CityServiceValcon	Acct # 0017404	24,452.87
Bill Pmt -Check	06/20/2023	82492	Clatsop County Lawn & Tractor	544212	429.99
Bill Pmt -Check	06/20/2023	82493	Clean Water Technologies, LLC	May support	1,805.71
Bill Pmt -Check	06/20/2023	82494	Columbia Steel Supply	W/O#3338	190.75
Bill Pmt -Check	06/20/2023	82495	DEQ	Project # 117915-00	2,562.60
Bill Pmt -Check	06/20/2023	82496	Drug Screens, Inc.		35.00
Bill Pmt -Check	06/20/2023	82497	DSL		29,480.95
Bill Pmt -Check	06/20/2023	82498	Duane Mullins	1st Aid, CPR & AED Training	280.00
Bill Pmt -Check	06/20/2023	82499	Earthworx Excavation, LLC	Inv#1296	3,000.00
Bill Pmt -Check	06/20/2023	82500	Englund Marine (Airport)		5.40
Bill Pmt -Check	06/20/2023	82501	Englund Marine (Boatyard)		74.95
Bill Pmt -Check	06/20/2023	82502	Englund Marine (Marina)		1,523.58
Bill Pmt -Check	06/20/2023	82503	Englund Marine (MX)		1,484.70
Bill Pmt -Check	06/20/2023	82504	Haglund Kelley LLP		1,072.50
Bill Pmt -Check	06/20/2023	82505	Harold Culver (Retiree)	K94770139 June 23	277.38
Bill Pmt -Check	06/20/2023	82506	Home Depot	6035 3225 3191 4798	688.04
Bill Pmt -Check	06/20/2023	82507	Focus Consulting, Inc.		4,863.00
Bill Pmt -Check	06/20/2023	82508	Jackson and Son Oil	Acct # 63045	8,767.11
Bill Pmt -Check	06/20/2023	82509	Jeff Hale Painting	P1 bldg south stairwell	4,200.00
Bill Pmt -Check	06/20/2023	82510	Jordan Ramis PC	Client ID 43046	522.50
Bill Pmt -Check	06/20/2023	82511	Landside Resources, Inc.	May 2023	1,425.00
Bill Pmt -Check	06/20/2023	82512	Lawson Products	Cust # 10075026	220.89
Bill Pmt -Check	06/20/2023	82513	Maritime Fire & Safety Assoc.	Cust ID: PORAST02	1,350.00
Bill Pmt -Check	06/20/2023	82514	Maul Foster & Alongi, Inc.		2,038.75
Bill Pmt -Check	06/20/2023	82515	NW Natural		120.07
Bill Pmt -Check	06/20/2023	82516	Olson Asphalt Maintenance, LLC	West Mooring Basin Asphalt Project	1,500.00
Bill Pmt -Check	06/20/2023	82517	P & L Johnson Mechanical, Inc.	Agreement 235	2,142.00
Bill Pmt -Check	06/20/2023	82518	Pacific Power		5,270.96
Bill Pmt -Check	06/20/2023	82519	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	06/20/2023	82520	PetroCard, Inc.	01-0004280	2,086.87
Bill Pmt -Check	06/20/2023	82521	Quadient (postage)	X3391	342.00
Bill Pmt -Check	06/20/2023	82522	Recology Western Oregon		3,206.63
Bill Pmt -Check	06/20/2023	82523	Recology Western Oregon (LA)	A1080000232	1,264.44
Bill Pmt -Check	06/20/2023	82524	S&F Land Services		1,250.00
Bill Pmt -Check	06/20/2023	82525	Solutions YES, LLC	Acct # PO03	131.09
Bill Pmt -Check	06/20/2023	82526	Special Touch Janitorial, Inc.	June 2023	3,906.25
Bill Pmt -Check	06/20/2023	82527	Stacy Bandy (A/P)	Reimb for purchases & mileage driven	44.17
Bill Pmt -Check	06/20/2023	82528	Staples Advantage		57.98
Bill Pmt -Check	06/20/2023	82529	Sweet Septic and Portable Service	April 2023	415.00
Bill Pmt -Check	06/20/2023	82530	The Daily Astorian	Acct # EO12928	367.50
Bill Pmt -Check	06/20/2023	82531	ULINE	Cust # 21657453	106.62
Bill Pmt -Check	06/20/2023	82532	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	06/20/2023	82533	Walter E. Nelson Co.	Cust # 1629	462.37
Bill Pmt -Check	06/20/2023	82534	Warrenton Fiber Company	Cust # Por Ast	207.90
Bill Pmt -Check	06/20/2023	82535	Wells Electrical Contracting, Inc.		822.33
Total 102-02 - CCB Operating #1442					342,990.55
Total 102-00 - Cash					342,990.55
TOTAL					342,990.55

*Scott L. McLean
20-Jun-2023*

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what*



JULY 2023 FINANCIALS NARRATIVE

For July 2023, the Port is showing an operating gain of \$79,959. This operating gain is roughly \$5,000 below budget and trailing prior-year profits by \$15,202. Operating revenue YTD is at 94% and operating expenses are at 94% of seasonally trended budget. Non-operating income is at 93% and non-operating expenses are 100% of budget. Total net loss YTD is \$(7,543), which is \$7,188 behind budget expectations.

Dockage revenues were up \$47,823 and \$17,984 from the prior year and budget, respectively. Lease & Rental income was close to budget and up \$21,412 from the prior year, while income from rebilled expenses (tenant utilities, longshore labor, etc.) was \$6,900 above budget and up \$19,156 up from prior year.

Gross Marina revenue was 67% of both budget estimates and prior year actuals, with a budget deficit of \$(34,553). Boatyard gross revenues were at 96% of budget and prior year. Net profits from marina fuel sales were down \$2,243 from the prior year, while net profits from airport fuel sales were down roughly \$11,000.

Personnel services came in under budget by \$39,383 and materials and services were \$12,926 below budget.

Looking at non-operating totals, property tax revenues and debt service expense were close to budget expectations. Capital spending in July was primarily for the Slip 1 sampling and analysis, the Airport master plan update, and terminal building upgrades.

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 2023	\$ 55,996	8,687	\$ 38,186	\$ 17,810	\$ 14,093	3,093	\$ 9,260	\$ 4,833
Jul - Jul 2022	\$ 59,322	8,396	\$ 42,958	\$ 16,364	\$ 30,514	4,344	\$ 21,992	\$ 8,522
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 2023	\$ 89,605	17,882	\$ 58,015	\$ 31,590	\$ 35,745	6,333	\$ 32,087	\$ 3,658
Jul - Jul 2022	\$ 152,036	24,176	\$ 109,054	\$ 42,982	\$ 24,218	3,353	\$ 20,987	\$ 3,231

Port of Astoria
Profit & Loss Actual vs. Budget

	Actuals Jul 2023 - Jul 2023	Actuals Jul 2022 - Jul 2022	Budget Jul 2023 - Jul 2023	Budget Variance Through Jul	% of Budget Through Jul	Full '23-'24 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	74,693	26,870	56,709	17,984	132%	807,555
Lease & Rental Income	274,772	253,360	277,467	-2,695	99%	3,060,111
Rebilled Expenses	188,642	169,486	181,743	6,899	104%	1,731,006
Boat Haulout	66,242	65,990	69,290	-3,048	96%	717,840
Marina Revenues	69,948	100,449	104,500	-34,553	67%	691,060
Fuel Sales	195,439	266,091	236,371	-40,932	83%	1,748,654
Ticket Revenues	125	175	175	-50	71%	3,600
Other Income	4,203	2,758	5,057	-854	83%	70,393
Total Operating Revenues	874,064	885,179	931,312	-57,248	94%	8,830,219
<u>Operating Expenses</u>						
Personnel Services	209,334	197,005	248,717	-39,383	84%	2,994,266
Materials and Services	584,771	593,013	597,697	-12,926	98%	4,483,128
Total Operating Expenses	794,105	790,018	846,414	-52,309	94%	7,477,394
Income from Operations	79,959	95,161	84,898	-4,939	94%	1,352,825
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	8,252	7,629	8,239	13	100%	954,000
Timber Tax Revenues	0	0	0	0	0%	0
Other County Revenues	123	0	212	-89	58%	39,500
Grants*	21,764	32,152	21,764	0	100%	21,764
Interest Income	643	2,212	2,815	-2,172	23%	9,780
Total Non-Operating Revenues	30,782	41,993	33,030	-2,248	93%	1,025,044
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	92,904	94,583	92,904	0	100%	113,581
Interest Expense	10,242	10,333	10,243	-1	100%	447,114
Principal Expense	15,138	15,047	15,136	2	100%	1,208,513
Total Non-Operating Expenses	118,284	119,963	118,283	1	100%	1,769,208
Net Income (Loss)	-7,543	17,191	-355	-7,188		608,662

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

Port of Astoria

Balance Sheet

as of July 2023

July 31, 2023

ASSETS

Current Assets

Cash & Cash Equivalents

Cash Funds	745
Operating Account #1442	602,301
Payroll Account #5344	32,649
Bornstein MMA #0004	0
Money Market #1259	263,680
Total Lewis & Clark Bank	898,629

Total Cash & Cash Equivalents 899,374

Accounts Receivable 754,056

Other Current Assets 3,050,125

Total Current Assets 4,703,555

Fixed Assets 35,346,412

Other Assets

Long-term Receivables 16,353,476

TOTAL ASSETS 56,403,443

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable 685,629

Other Current Liabilities 14,598,459

Total Current Liabilities 15,284,088

Long Term Liabilities

Accrued Vacation Payable 156,798

Accrued Sick Leave 167,614

Notes Payable 13,007,848

Net Pension Liability 1,337,577

Lease Liability 738,399

OPEB Liability 132,494

Pollution Remediation AOC 4 Liability 2,314,338

Less Current Portion LT Debt -1,309,411

Total Long Term Liabilities 16,545,657

Total Liabilities 31,829,745

Equity

Retained Earnings 24,581,241

Net Income -7,543

Total Equity 24,573,698

TOTAL LIABILITIES & EQUITY 56,403,443



Capital Projects
July 2023
Budget to Actual

DEPARTMENT AND PROJECT		CAPITAL PROJECTS & GRANTS As Budgeted			CAPITAL PROJECTS & GRANTS Actual Spending To-Date			REMAINDER & PRIORITY	
		Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 7/31/2023	Grants Received through 7/31/2023	Expenses through 7/31/2023 NET OF GRANTS	Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Rem
Department	Description								
WFW	P2 West Preconstruction	1,500,000	1,325,000	175,000	840	-	840	174,160	1
Airport	Airport Master Plan	88,885	82,470	6,415	23,534	21,764	1,770	4,645	2
WFW	Slip 1 Sampling and Analysis Plan	50,000		50,000	48,022	-	48,022	1,978	2
Administration	2023-24 IT Upgrades	30,000	-	30,000	-	-	-	30,000	3
Airport	Backfill and Site Prep Behind Overbay	60,000	-	60,000	-	-	-	60,000	3
WFW	Dredge Repairs - repair dredge pipe/replace cutter head	25,000	-	25,000	2,089	-	2,089	22,911	3
WFW	Fender Pile Replacement (25) Pier 1 West, Pier 2 East, Pier 2 West	195,049	-	195,049	-	-	-	195,049	3
WFW	Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	122,800	92,100	30,700	-	-	-	30,700	3
WFW - Boatyard	Boatyard Master Plan	87,500	76,000	11,500	-	-	-	11,500	3
Airport	Hangar Maintenance	25,000	-	25,000	-	-	-	25,000	4
Airport	Vegetation Management	30,000	-	30,000	1,406	-	1,406	28,594	4
WFW	2023-24 Security Upgrades: Security cameras, Marina security fencing	75,000	56,250	18,750	-	-	-	18,750	4
WFW	Link Belt Crane - load cells and wind meter	15,000	-	15,000	-	-	-	15,000	4
WFW	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	-	-	-	50,000	4
Airport	Industrial Park	300,000	250,000	50,000	-	-	-	50,000	5
Airport	Terminal Building Upgrades	75,000	-	75,000	16,056	-	16,056	58,944	5
Airport	Tide Gate Feasibility Study	49,800	49,800	-	-	-	-	-	5
WFE - Marinas	West Basin T-Dock Power	60,000	51,000	9,000	-	-	-	9,000	5
WFW	413 Gateway Building - Replace Siding/Flooring	55,000	-	55,000	-	-	-	55,000	5
WFW	Fire Suppression/System Upgrades - Pier 2	20,000	-	20,000	-	-	-	20,000	5
WFW	Pier 1 Building - New HVAC Outdoor Units (3)	25,000	-	25,000	-	-	-	25,000	5
WFW	Repave Gateway Avenue / Restripe	110,000	82,500	27,500	-	-	-	27,500	5
WFW - Boatyard	Boatyard Upgrades	150,000	-	150,000	-	-	-	150,000	5
WFW	422 Gateway Building - Remodel/Upgrades	100,000	-	100,000	-	-	-	100,000	6
WFE - Marinas	Dumpster Enclosure	10,000	-	10,000	-	-	-	10,000	7
WFW	Waterfront Master Plan - Wayfinding Signage	15,000	-	15,000	-	-	-	15,000	7
Airport	Backfill and Site Prep Behind Recology	100,000	-	100,000	-	-	-	100,000	8
WFW - Cruise	Gangway Landing Tower	65,000	-	65,000	-	-	-	65,000	10
	Misc	-	-	-	957	-	957	(957)	
TOTALS		3,489,034	2,065,120	1,423,914	92,904	21,764	71,140	1,352,774	

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	07/07/2023	82538	A & A Pest Control	105650	445.00
Bill Pmt -Check	07/07/2023	82539	America's Phone Guys		366.26
Bill Pmt -Check	07/07/2023	82540	AT&T	Acct # 019 295 1870 001	25.23
Bill Pmt -Check	07/07/2023	82541	Brendon Stock (A/P)	Reimb for Work Clothing	87.96
Bill Pmt -Check	07/07/2023	82542	Brian Jacobsen (A/P)	Reimb for Uniforms per CBA	115.80
Bill Pmt -Check	07/07/2023	82543	Business Oregon		23,128.18
Bill Pmt -Check	07/07/2023	82544	Cartomation, Inc.		1,000.00
Bill Pmt -Check	07/07/2023	82545	CenturyLink	Acct # 497163267	101.84
Bill Pmt -Check	07/07/2023	82546	Charter Business - 0229	8787 14 680 0000229	2,110.24
Bill Pmt -Check	07/07/2023	82547	Charter Business - 0590	8787 14 001 0420590	39.99
Bill Pmt -Check	07/07/2023	82548	Charter Business - 5587	Acct # 8787 14 002 0105587	31.05
Bill Pmt -Check	07/07/2023	82549	Charter Business - 5595	Acct # 8787 14 002 0105595	145.62
Bill Pmt -Check	07/07/2023	82550	Cintas Corporation	10829	135.04
Bill Pmt -Check	07/07/2023	82551	City Lumber	Cust # 7259	692.91
Bill Pmt -Check	07/07/2023	82552	City of Astoria - Finance	Parking tickets paid to POA that should have been fo...	70.00
Bill Pmt -Check	07/07/2023	82553	City of Astoria - utilities		240,278.80
Bill Pmt -Check	07/07/2023	82554	CityServiceValcon		86,906.87
Bill Pmt -Check	07/07/2023	82555	Clatsop County Clerk	Special District Election Cost - May 2023	4,569.12
Bill Pmt -Check	07/07/2023	82556	Daily Journal of Commerce	Acct # 10029290	193.96
Bill Pmt -Check	07/07/2023	82557	Drug Screens, Inc.		70.00
Bill Pmt -Check	07/07/2023	82558	Earthworx Excavation, LLC		21,958.75
Bill Pmt -Check	07/07/2023	82559	Fastenal	ORAST0062	388.60
Bill Pmt -Check	07/07/2023	82560	Gleaves Swearingen LLP	Legal Fees	99.00
Bill Pmt -Check	07/07/2023	82561	Glenn K Beelar III (A/P)	Reimbursement for Uniforms	195.80
Bill Pmt -Check	07/07/2023	82562	Hauer's Lawn Care & Equip		19.90
Bill Pmt -Check	07/07/2023	82563	iFocus Consulting, Inc.		7,661.00
Bill Pmt -Check	07/07/2023	82564	J. Burk (A/P)	Reimbursement for Mileage and Uniform	333.62
Bill Pmt -Check	07/07/2023	82565	Jackson and Son Oil		23,875.37
Bill Pmt -Check	07/07/2023	82566	James T. Campbell, Commissioner	Commission Mtg Attendance	750.00
Bill Pmt -Check	07/07/2023	82567	Joey Gochis (A/P)	Reimb for work wear	184.85
Bill Pmt -Check	07/07/2023	82568	Kendrick George (A/P)	TWIC Card Reimbursement	194.68
Bill Pmt -Check	07/07/2023	82569	McCall Tire Center, Inc.	Cust # A21-01162	96.99
Bill Pmt -Check	07/07/2023	82570	Mead & Hunt	Project R3143900-202203.01 AST Master Plan and ...	27,524.66
Bill Pmt -Check	07/07/2023	82571	Meadow Outdoor Advertising		1,710.00
Bill Pmt -Check	07/07/2023	82572	Melanie Howard (A/P)		163.48
Bill Pmt -Check	07/07/2023	82573	Northwest Local Government Legal Advi...	June 2023	1,540.00
Bill Pmt -Check	07/07/2023	82574	Northwest Parking Equipment Co.		12,512.50
Bill Pmt -Check	07/07/2023	82575	NORTHWEST PUMP & EQUIPMENT	Fuel Dock	386.14
Bill Pmt -Check	07/07/2023	82576	NW Marine Terminal Assn	2023 NWMTA Summer Meeting in Port of Anacortes ...	250.00
Bill Pmt -Check	07/07/2023	82577	NW Natural		268.05
Bill Pmt -Check	07/07/2023	82578	Olson Asphalt Maintenance, LLC		4,850.00
Bill Pmt -Check	07/07/2023	82579	P & L Johnson Mechanical, Inc.		685.50
Bill Pmt -Check	07/07/2023	82580	Pacific Power		6,942.42
Bill Pmt -Check	07/07/2023	82581	PacificSource Administrators	Employer ID: P00431	2,863.48
Bill Pmt -Check	07/07/2023	82582	Pape Machinery, Inc.	Cust # 101890	266.74
Bill Pmt -Check	07/07/2023	82583	PetroCard, Inc.	01-0004280	744.29
Bill Pmt -Check	07/07/2023	82584	Platt Electric Supply (Rexel)	Acct #135946	391.89
Bill Pmt -Check	07/07/2023	82585	Polk Riley's Printing & Design		635.56
Bill Pmt -Check	07/07/2023	82586	Rachel Johnson (A/P)		43.56
Bill Pmt -Check	07/07/2023	82587	Recology Western Oregon		3,333.90
Bill Pmt -Check	07/07/2023	82588	Recology Western Oregon (LA)	A1080000232	33.18
Bill Pmt -Check	07/07/2023	82589	S. Bruce Conner	July 2023	2,100.00
Bill Pmt -Check	07/07/2023	82590	SAIF Corporation	Policy 2867405 - Other States Policy	390.00
Bill Pmt -Check	07/07/2023	82591	Shane Jensen - Grant Writer	Grant Writing - June 2023	8,773.75
Bill Pmt -Check	07/07/2023	82592	Sierra Springs	928320221793628	78.09
Bill Pmt -Check	07/07/2023	82593	SmartSign	Order # MPS-784214	2,443.12
Bill Pmt -Check	07/07/2023	82594	Special Districts Health Premiums	Cust # 03-0016324	48,029.05
Bill Pmt -Check	07/07/2023	82595	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	07/07/2023	82596	Standard Insurance Co.	Policy # 00 158620 0001	2,112.63
Bill Pmt -Check	07/07/2023	82597	Staples Advantage		271.17
Bill Pmt -Check	07/07/2023	82598	Sunset Auto Parts - NEW	Cust # 76004	55.97
Bill Pmt -Check	07/07/2023	82599	TAMIS CORPORATION		16,144.65
Bill Pmt -Check	07/07/2023	82600	The Daily Astorian	Account # 12928	201.60
Bill Pmt -Check	07/07/2023	82601	The North Coast Oregonian	April to June 2023	200.00
Bill Pmt -Check	07/07/2023	82602	United Rentals	Cust # 283548	649.74
Bill Pmt -Check	07/07/2023	82603	Verizon Wireless #7705-1	270297705-00001	655.94
Bill Pmt -Check	07/07/2023	82604	Walter E. Nelson Co.	Cust # 1629	812.15
Bill Pmt -Check	07/07/2023	82605	Wells Electrical Contracting, Inc.		4,832.20

Total 102-02 - CCB Operating #1442

569,272.84

Total 102-00 - Cash

569,272.84

TOTAL

569,272.84

970 OK
7-7-23

OK

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	07/24/2023	82606	Airside Solutions, Inc.		1,554.63
Bill Pmt -Check	07/24/2023	82607	Anchor Graphics		196.00
Bill Pmt -Check	07/24/2023	82608	Bergerson Construction, Inc	Project # 23101 - POA PIER 2 CMGC	210.00
Bill Pmt -Check	07/24/2023	82609	Bogh Electric		661.21
Bill Pmt -Check	07/24/2023	82610	Campbell Environmental		700.00
Bill Pmt -Check	07/24/2023	82611	Card Service Center		8,629.37
Bill Pmt -Check	07/24/2023	82612	Charter Business - 0229	Acct # 8412 10 899 0020535	2,121.55
Bill Pmt -Check	07/24/2023	82613	Charter Business - 5587	Acct # 8412 10 109 0023418	39.99
Bill Pmt -Check	07/24/2023	82614	Charter Business - 5595	Acct # 8412 10 109 0023426	189.97
Bill Pmt -Check	07/24/2023	82615	CHS Inc/Cenex	Cust # 195072	404.85
Bill Pmt -Check	07/24/2023	82616	Cintas Corporation	10829	135.04
Bill Pmt -Check	07/24/2023	82617	City Lumber	Cust # 7259	18.44
Bill Pmt -Check	07/24/2023	82618	City of Warrenton		21,017.50
Bill Pmt -Check	07/24/2023	82619	CityServiceValcon		33,173.18
Bill Pmt -Check	07/24/2023	82620	Clean Water Technologies, LLC	May support	1,543.75
Bill Pmt -Check	07/24/2023	82621	Columbia Fire & Safety, LLC	Airport	400.00
Bill Pmt -Check	07/24/2023	82622	Cummins Sales & Service	254600	199.85
Bill Pmt -Check	07/24/2023	82623	Deluxe Check Printers	Cust ID: 994025-935038	1,003.33
Bill Pmt -Check	07/24/2023	82624	DEQ		7,744.04
Bill Pmt -Check	07/24/2023	82625	DSL	Acct ID APP0039416	56,564.65
Bill Pmt -Check	07/24/2023	82626	Earthworx Excavation, LLC		3,160.00
Bill Pmt -Check	07/24/2023	82627	Englund Marine (Airport)		30.49
Bill Pmt -Check	07/24/2023	82628	Englund Marine (Boatyard)		99.96
Bill Pmt -Check	07/24/2023	82629	Englund Marine (Marina)		857.17
Bill Pmt -Check	07/24/2023	82630	Englund Marine (MX)		1,812.81
Bill Pmt -Check	07/24/2023	82631	Haglund Kelley LLP		2,084.66
Bill Pmt -Check	07/24/2023	82632	Harold Culver (Retiree)	K94770139 Jul 23	277.38
Bill Pmt -Check	07/24/2023	82633	Hauer's Lawn Care & Equip		37.90
Bill Pmt -Check	07/24/2023	82634	Jackson and Son Oil	Acct # 63045	13,728.00
Bill Pmt -Check	07/24/2023	82635	Jordan Ramis PC	Client ID 43046	142.50
Bill Pmt -Check	07/24/2023	82636	Lawson Products	Cust # 10075026	198.52
Bill Pmt -Check	07/24/2023	82637	MarinaWare	Quarterly Software License - July, August, and Septe...	450.00
Bill Pmt -Check	07/24/2023	82638	Maul Foster & Alongi, Inc.		6,843.75
Bill Pmt -Check	07/24/2023	82639	Mead & Hunt	Project R3143900-202203.01 AST Master Plan and ...	10,666.66
Bill Pmt -Check	07/24/2023	82640	Northwest Roofing & Construction LLC		23,178.23
Bill Pmt -Check	07/24/2023	82641	NW Natural		238.12
Bill Pmt -Check	07/24/2023	82642	Oregon DMV	Acct # 60577	0.35
Bill Pmt -Check	07/24/2023	82643	Orkin Pest Control	28012851	109.99
Bill Pmt -Check	07/24/2023	82644	Pacific Power		6,283.16
Bill Pmt -Check	07/24/2023	82645	Performance Systems Integration, LLC	901626	9,591.00
Bill Pmt -Check	07/24/2023	82646	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	07/24/2023	82647	PetroCard, Inc.	01-0004280	867.24
Bill Pmt -Check	07/24/2023	82648	Quadient (postage)	X3391	120.58
Bill Pmt -Check	07/24/2023	82649	Recology Western Oregon (LA)	A1080000232	1,602.85
Bill Pmt -Check	07/24/2023	82650	SAIF Corporation	Policy # 100014156 Estimated Premium Assesment ...	64,059.85
Bill Pmt -Check	07/24/2023	82651	Solutions YES, LLC	Acct # PO03	109.24
Bill Pmt -Check	07/24/2023	82652	Special Touch Janitorial, Inc.	July 2023	3,718.75
Bill Pmt -Check	07/24/2023	82653	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	07/24/2023	82654	Stacy Bandy (A/P)	Reimb for purchases & mileage driven	117.22
Bill Pmt -Check	07/24/2023	82655	Sue Transue (A/P)	Reimb for mileage driven	341.39
Bill Pmt -Check	07/24/2023	82656	Sweet Septic and Portable Service	June 2023	390.00
Bill Pmt -Check	07/24/2023	82657	The Trophy Case	INSIGNIA	35.00
Bill Pmt -Check	07/24/2023	82658	Tidewater Environmental Services, Inc.	Job # ORG-39366	3,950.00
Bill Pmt -Check	07/24/2023	82659	United States Treasury	720-V for 2023	55.80
Bill Pmt -Check	07/24/2023	82660	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	07/24/2023		Wood's Logging Supply	QuickBooks generated zero amount transaction for bi...	
Total 102-02 - CCB Operating #1442					292,428.30
Total 102-00 - Cash					292,428.30
TOTAL					292,428.30

7-24-23
OK JTK

OK
WJ

September 2023

September 2023							October 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	8	9	10	11	12	13	14
17	18	19	20	21	22	23	15	16	17	18	19	20	21
24	25	26	27	28	29	30	22	23	24	25	26	27	28
							29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 27	28	29	30	31	Sep 1	2
3	4 6PM Astoria City Council Mtg LABOR DAY	5 4PM Regular Session 6PM CB City Council Mtg	6 7PM Gearhart City Council Mtg	7	8	9
10	11 6PM Seaside City Council Mtg	12 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	13 5PM Clatsop Cnty Commission	14 10AM Col-Pac EDD Mtg 10AM NWOEA Mtg 1PM NW ACT	15	16
17	18 6PM Astoria City Council Mtg	19 4PM Regular Workshop Session	20	21	22	23
24	25 6PM Seaside City Council Mtg	26 530PM Astoria Planning Commission 6PM Warrenton City Council Mtg 7:45AM AWACC Breakfast Mtg	27 5PM Clatsop Cnty Commission	28	29	30



Port of Astoria
COMMISSION MEETING

<u>BRIEFING</u>	September 5, 2023 16:00							
<u>DATE/TIME:</u>								
<u>DEPARTMENT:</u>	Maintenance							
<u>STAFF CONTACT:</u>	Matt McGrath							
<u>TOPIC:</u>	FY 2023-24 Pile Replacement							
<u>PURPOSE:</u>		Information only						
<i>Check all that apply</i>	X	Decision needed						
		Follow up from previous briefing						
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>								
<p>Timber fender piles along the west side of Pier 1 have deteriorated and require replacement. The Port plans to replace these piles with 80' steel piles as a more permanent solution. This will ensure long-term docking/berthing infrastructure for cargo and other operations on Pier 1. With the potential for cargo operations to resume within the next six months, replacing these fender piles is critical to operations continuity.</p> <p>This year's budget and Invitation to Bid requested the replacement of 20 piles. Four contractors attended the mandatory pre-bid meeting on August 11, 2023, three of whom submitted bids:</p> <p>HME Construction Bergerson Construction Legacy Contracting HP Civil</p> <p>A bid opening was held on August 24, 2023 and attended by all three proposers via Zoom. Subsequent to the results of this meeting, a Notice of Intent to Award the contract to HME Construction was issued per the ITB schedule on Monday, August 28th pending Commission approval at the September 5th meeting.</p>								
<u>DOCUMENTS ATTACHED:</u>								
<p>ITB – FY 2023-24 Pile Replacement</p> <p>Proposals and amounts:</p> <table> <tr> <td>HME Construction</td> <td>\$286,000</td> </tr> <tr> <td>Bergerson Construction</td> <td>\$297,510</td> </tr> <tr> <td>Legacy Contracting</td> <td>\$310,356</td> </tr> </table> <p>FY 2023-24 Pile Replacement – Bid Receipt List / Bid Opening</p>			HME Construction	\$286,000	Bergerson Construction	\$297,510	Legacy Contracting	\$310,356
HME Construction	\$286,000							
Bergerson Construction	\$297,510							
Legacy Contracting	\$310,356							



Port of Astoria

COMMISSION MEETING

Notice of Intent to Award

SUMMARY & FINANCIAL IMPACT:

The FY 2023-24 Capital Projects budget includes \$195,049 for pile replacement on the Central Waterfront. Escalating construction and mobilization costs significantly impacted the pricing in this year's proposals. Should the Port replace twenty piles along the west side of Pier 1 as countenanced in the ITB, the cost of the project (\$286,000) will exceed this year's budgeted amount by \$90,951.

NEXT STEPS/TIMEFRAME: *Based on the Commission's recommendation, describe the next steps required in order to bring this item to conclusion. Include the time frame for each step.*

Negotiate with HME Construction for final pile count and contract. Work to begin in either after November 1, depending on HME schedule and berth availability.

STAFF RECOMMENDATION: Approve staff to negotiate final contract with HME Construction with a NTE cost of \$286,000.



INVITATION TO BID (ITB)

FOR

FY 2023-24 Pile Replacement
Pier 1 West

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

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Invitation to Bid (“ITB”)
FY 2023-24 Pile Replacement
422 Gateway Avenue, Suite 100
Astoria, OR 97103

INVITATION TO BID

The Port of Astoria, Oregon (“Port”) will receive sealed bids up to the hour of 4 p.m., Pacific Local Time, Thursday, August 24th, 2023. Bids will be publicly opened and read aloud at 6 p.m. in 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:

Pier 1 West – Install 20 Steel Piles (80 ft length, 16” diameter, .50” wall thickness)

- Remove 20 timber pile and Install 20 steel pile (Port will dispose of wood pile)
- Furnish/Install HP14 I – Beam (Port will supply timbers for chocks and whalers)
- Furnish/Install hardware & fasteners for pile and weld caps

The Port’s FY 2023-24 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 permit.

Central Waterfront Pile Replacement/Removal:

USACE: NWP-2004-369/15 dated November 29, 2022 IWWW: Nov 1, 2023 through Feb 29, 2024

DSL: 51698-RF dated August 9, 2022 IWWW: Nov 1, 2023 through Feb 29, 2024

The above permit will be available on the Port’s website for review to complete this Invitation to Bid.

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

A mandatory pre-bid meeting and site visit will be held Friday, August 11th, 2023 at 1 p.m.

Plans, specifications, bid documents and addenda for this project will be available online at the Port of Astoria website: www.portofastoria.com/Public_Notice.aspx. It is the bidder's responsibility to check with the Port prior to submitting a bid to ascertain that the firm has received a complete solicitation package.

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:

Pre-bid Meeting and Site Inspection:	1:00 p.m., Friday, August 11th, 2023
Question Submission Deadline:	5:00 p.m., Wednesday, August 16th, 2023
Submission Deadline:	4:00 p.m., Thursday, August 24th, 2023
Deadline for Subcontractor Disclosure:	6:00 p.m., Thursday, August 24th, 2023
Bid Opening:	6:00 p.m., Thursday, August 24th, 2023
Notice of Intent to Award:	Monday, August 28th, 2023
Contract Award:	Monday, September 4th, 2023

All questions must be submitted in writing to Matt McGrath at mmcgrath@portofastoria.com by Wednesday, August 16th, 2023 at 5 p.m. An addendum to this ITB will then be issued to all parties with responses to all questions that have been received by the deadline.

Matt McGrath – Deputy Director

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 29, 2024.

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

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 2023-24 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 2023-24 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 shall 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 this Invitation to Bid.
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;
 - 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 dredging 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.
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 ten (10) days after the award date:

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 DOCUMENTS

Bids shall be completed and submitted on the Bid forms provided.

By signing the signature page of the Bid, the Contractor acknowledges and agrees to the terms and conditions of each of the following forms and all requirements included in the bid documents.

BIDDER INFORMATION

BID SUBMITTED BY:

Contractor

Address

City, State, Zip

Telephone

BID BOND FORM
FY 2023-24 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: _____

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 2023-24 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

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 **Pile Replacement** project and that he/she has read and thoroughly understands the plans, 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 2023-24 Pile Replacement Project referenced on page 4 of this Invitation to Bid. The undersigned also hereby 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 plans, 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	20	Pier 1 West – Install Piles (80 ft, 16” diameter, .5 thickness)		\$
3 Grand Total (Add Items 1 and 2 for total project cost)				\$

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
<hr/>		
<hr/>		

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.

<hr/> Authorized Official (Signature)	<hr/> Date	
<hr/> Printed Name of Authorized Official	<hr/> Title of Authorized Official	
<hr/> Company Name	<hr/> Telephone Number	
<hr/> Address	<hr/> City, State, Zip	<hr/> E-mail

OR State Contractor's License #: _____

Federal I.D. #: _____

CONTRACT

This Agreement is made this ____ day of _____, 2023, by and between

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 #: _____

Port and Contractor are collectively the “Parties.” The Agreement will be effective upon signing by both Parties.

PROJECT: FY 2023-24 Pile Replacement

ARTICLE 1 – THE WORK

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

- Pier 1 West 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, 2023, and shall be completed no later than February 29, 2024.

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 Pier 1 West. This price shall be effective through February 29, 2024.

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:

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; (d) labor disputes not involving Contractor; (e) general labor disputes impacting the Project but not specifically related to the Worksite; (f) fire; (g) terrorism; (h) 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 5th 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 least 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 cancelation 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. 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.

17.11 RECYCLED PRODUCTS -- As required by ORS 279A.125, in the performance of this Agreement, Contractor shall use, to the maximum extent economically feasible, recycled products.

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.

PORT:

BY: _____ NAME: _____ TITLE: _____

BY: _____ NAME: _____ TITLE: _____

BY: _____ NAME: _____ TITLE: _____

BY: _____ NAME: _____ TITLE: _____

CONTRACTOR:

BY: _____ NAME: _____ TITLE: _____

BY: _____ NAME: _____ TITLE: _____

END OF DOCUMENT

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: _____ TITLE: _____

Signature

BY: _____ TITLE: _____

Print / Type Name

CONTACT PERSON:

Name: _____ Telephone: _____

Email: _____ Fax: _____

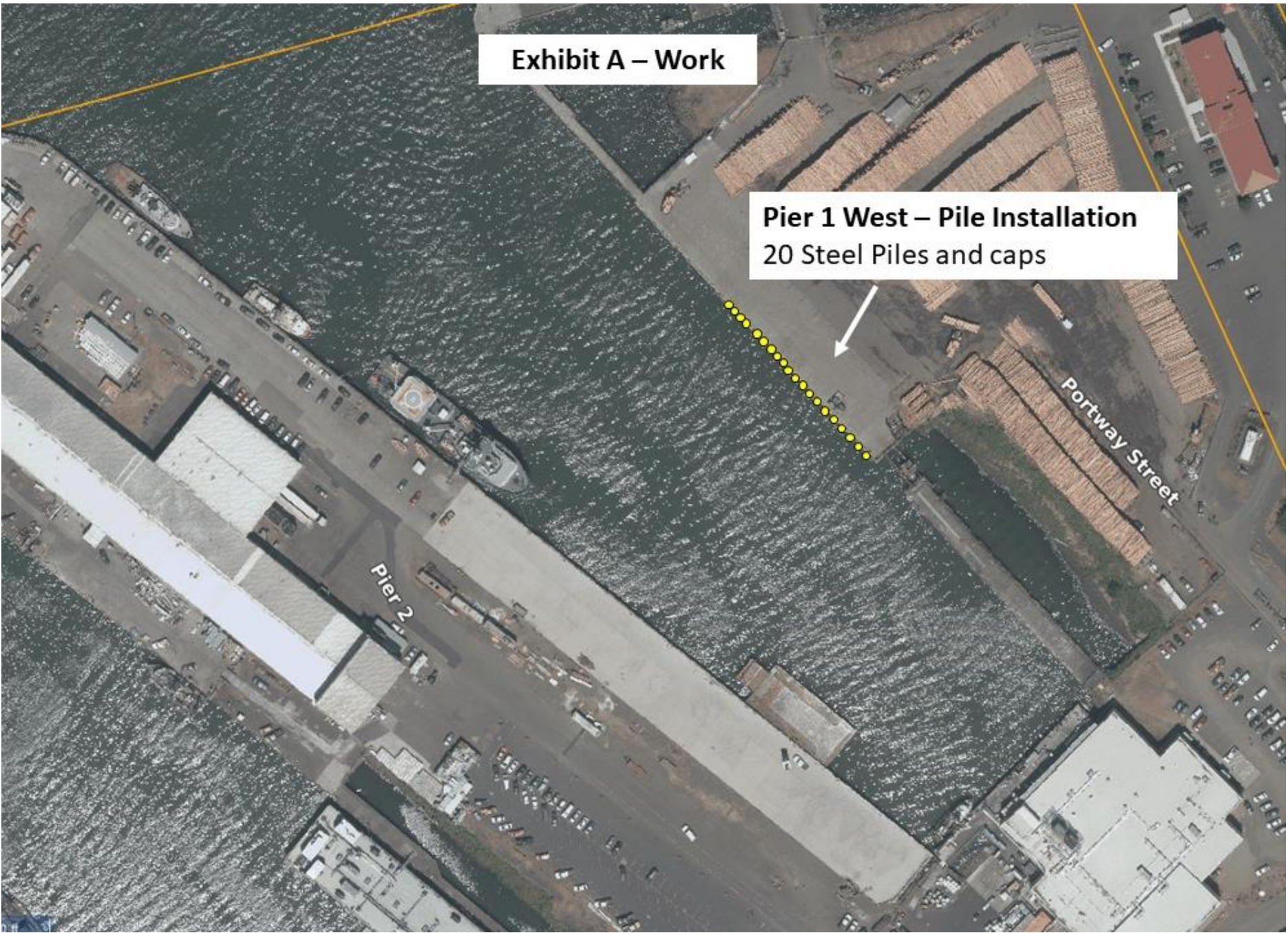


Exhibit A – Work

**Pier 1 West – Pile Installation
20 Steel Piles and caps**

BID DOCUMENTS

Bids shall be completed and submitted on the Bid forms provided.

By signing the signature page of the Bid, the Contractor acknowledges and agrees to the terms and conditions of each of the following forms and all requirements included in the bid documents.

BIDDER INFORMATION

BID SUBMITTED BY:

HME Construction, Inc.

Contractor

6801 NW Old Lower River Road

Address

Vancouver, WA 98660

City, State, Zip

360-695-4553

Telephone

BID BOND FORM
FY 2023-24 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 24th DAY OF August, YEAR 2023

Atlantic Specialty Insurance Company

SURETY

Signature

Roger Kaltenbach

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: **Deanna M. French, Susan B. Larson, Elizabeth R. Hahn, Jana M. Roy, Scott McGilvray, Mindee L. Rankin, Ronald J. Lange, John R. Claeys, Roger Kaltenbach, Guy Armfield, Scott Fisher, Andrew P. Larsen, Nicholas Fredrickson, William M. Smith, Derek Sabo, Charla M. Boadle, Andrew Kerslake, Alec Gumpfer, Katelyn Cooper**, 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.

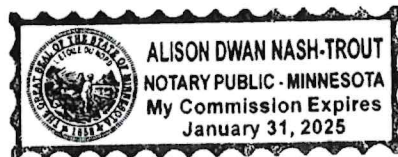
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.


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 24th day of August, 2023

This Power of Attorney expires
January 31, 2025




Kara L.B. Barrow, Secretary

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
FY 2023-24 PILE REPLACEMENT**

BID CLOSING: Date: 8/24/23 Time: 4:00pm

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

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 **Pile Replacement** project and that he/she has read and thoroughly understands the plans, 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 2023-24 Pile Replacement Project referenced on page 4 of this Invitation to Bid. The undersigned also hereby 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 plans, specifications, contract and schedule.

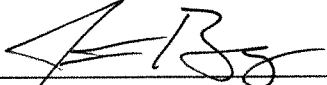
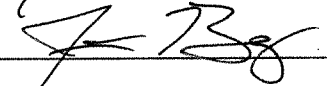
Award will be based on the lowest bid from a responsive, responsible bidder.

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	\$ 88,000.00
2	20	Pier 1 West – Install Piles (80 ft, 16” diameter, .5 thickness)	\$9,900.00	\$ 198,000.00
3 Grand Total (Add Items 1 and 2 for total project cost)				\$ 286,000.00

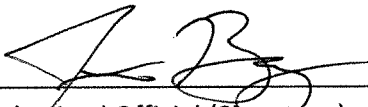
The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
1	8/3/2023	
2	8/17/2023	

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)

8/24/23

 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 Road Vancouver, WA 98660

 Address City, State, Zip

kt.k@hmeconst.com; justin.bay@hmeconst.com

 E-mail

OR State Contractor's License #: 68957



HME Construction, Inc.

Supplemental Information Port of Longview FY 2023-24 Pile Replacement Bid

A. Company Principles

Justin Bay, President
Kaytlind Kasinger, Corporate Secretary
Jim Bay, Project Manager

B. Company Address:

HME Construction, Inc.
6801 NW Old Lower River Road
Vancouver, WA 98660
O: 360-695-4553
F: 360-695-3295

C. First-Tier Subcontractor Form

HME Construction, Inc. (HME) has completed the First-Tier Subcontractor Form located within the bid documents. HME will not be utilizing subcontractors on this project.

D. Resident Bidder

HME Construction, Inc. is a resident bidder as per ORS 2749A.120.

E. Business Activities and Experience

HME is a Marine Construction Contractor with over 40 years of experience in the business and has completed many marine dock maintenance, maintenance dredging, and environmental dredging contracts for federal, state, local, and private entities. We are familiar with environmental permit compliance, i.e., USACE, DSL, DEQ, NMFS, etc.

F. State of Oregon Licenses

Construction Contractors Board
License Number: 68957
Exp. Date: 8/30/2024
Oregon Corporation

G. Workman's Compensation Coverage

HME provides workers compensation coverage for all its employees working in Oregon.

H. Subcontractors

HME will not be utilizing subcontractors on the FY 2023-24 Pile Replacement project.

I. Drug and Alcohol Statement

At HME Construction, Inc., the safety and well-being of our employees, contractors, clients, and the communities in which we operate are of paramount importance. We are committed to maintaining a drug and alcohol-free workplace to ensure the highest standards of safety, productivity, and professionalism. The following guidelines and expectations are in place:

1. Prohibited Substance Use:

The possession, use, distribution, sale, or being under the influence of illegal drugs, unauthorized prescription medications, or substances impairing judgment or coordination is strictly prohibited on all HME Construction, Inc. premises, job sites, company vehicles, and during work-related activities.

2. Compliance with Laws:

All employees and contractors are expected to comply with local, state, and federal laws pertaining to drug and alcohol use, both on and off the job. Violations of these laws can lead to disciplinary actions, up to and including termination of employment or contract.

3. Safety First:

The nature of our work requires a high level of attention and focus. Working under the influence of drugs or alcohol poses a significant risk to personal safety, the safety of colleagues, and the quality of work. Any impairment that jeopardizes safety is unacceptable.

4. Reporting Concerns:

It is everyone's responsibility to uphold our drug and alcohol policies. If you observe or suspect violations of this policy, promptly report your concerns to a supervisor, manager, or designated safety officer. Reports will be treated confidentially and with respect.

5. Consequences:

Non-compliance with our drug and alcohol policy may result in serious consequences, including corrective actions, mandatory counseling or treatment, suspension, termination of employment, or contract termination. The severity of the action taken will depend on factors such as the nature of the violation and the individual's history.

By adhering to these guidelines, we collectively contribute to a safe, productive, and respectful work environment. We are committed to maintaining a company culture that promotes professionalism, accountability, and the well-being of our employees and those we serve.

J. Customer Contacts

Port of Portland
7200 NE Airport Way
Portland, OR 97218

Avery Roemen
T: 503-415-6291
Avery.roemen@portofportland.com

Port of Vancouver
3103 NW Lower River Road
Vancouver, WA 98660

Randy McCaleb
T: 360-823-5286
rmcaleb@portvanusa.com

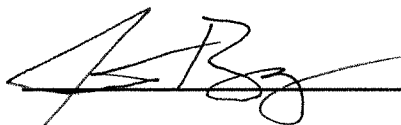
Port of Longview
10 International Way
Longview, WA 98632

Candi Engebo
T: 360-425-3305
cengebo@portoflongview.com

K. Litigation

HME Construction, Inc. has not been involved in any contract litigation pertaining to piledriving and dredging.

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

8/24/23
Date



Port of Astoria

FY 2023-24 Pile Replacement

Proposal by:



Bergerson Construction, Inc.

August 24, 2023

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 24, 2023

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

Project: FY 2023-24 Pile Replacement
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 55 years, Bergerson Construction is very familiar with the waterfront environment in Pacific Northwest. Additionally, as a local marine contractor, we offer 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. We look forward to working with you and your staff on this and future projects.

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 primarily of pile and waler replacement at the Pier 1 West facility owned by the Port.

This work is currently specified as needing to be completed in the November through February in-water work window. This work will be scheduled as it fits with other in-water projects.

The existing piles, waler, and chock materials to be removed at Pier 1 West are a combination of treated and untreated timber. It is understood that all materials removed in these areas will be set on the pier for handling and disposal by Port staff.

All pile work is proposed to be completed with vibratory driving methods. It is our experience that the soils in these areas are soft and should not require impact driving.

The new steel piles will be attached to an HP14 steel waler with two U-bolts per pile. Timber chocks will be cut to fit between the piles and attached to the HP14 steel waler with steel bolts. The top of the pile will be capped with a welded steel plate. A steel pad eye will be welded to each pile where the existing stay chains will then be attached to each pile.

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
(503) 325-7130 office

Chad Curs, Project Manager
ccurs@bergerson-const.com
(503) 325-7130 office
(541) 221-8952 cell

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

Clayton Solberg, Alternate Project Superintendent
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 dryshack 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.
See Attachment A.

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
(503) 338-5177

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

Port of Alsea
Roxie Cuellar, Port Manager
(541) 563-3872
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 2 addenda.

Certified By:



Gregory A. Morrill, President August 24, 2023

ATTACHMENT A

Project Experience

Oregon CCB License Information

Bergerson Construction, Inc.



Contractor:	Bergerson Construction	Owner:	City of Des Moines, WA
Engineer:	Exceltech	Completion Date:	December 2022 (Estimate)
Original Contract:	\$9,493,859	Final Value:	\$ TBD

City of Des Moines N. Marina Bulkhead

The bulkhead surrounding the North Marina Parking lot at the Marina in Des Moines, WA was a treated timber piling wall in various stages of failure. This project consisted of replacing this structure as well as constructing a pedestrian walkway and plaza, new restroom building and improvements to the parking lot.



The new bulkhead required 870 LF of steel sheetpile topped with a cast-in-place concrete cap & walkway. The bulkhead is restrained by drilled soil anchors tied to the structural concrete. A timber pile breakwater structure was also replaced with a 150 LF sheetpile and pipe pile "combi wall" topped with a concrete cap. Demolition of the treated timber structures was performed predominately during lower tides and behind a turbidity curtain to minimize environmental impacts.

The Bulkhead & breakwater construction was constrained by in-water work timing that placed much of the construction in the winter months. Careful planning around weather, tides, storm surges, and daylight was essential to the ultimate success of these project. At the City's request, all in-water work was compressed into one season. Careful coordination with the City for pedestrian access and event planning was essential in reducing impacts to the local community.

The restroom building, architectural concrete and site work were subcontracted to qualified firms local to the project area. Extensive planning/coordination with City consultants was required for some of the artistic plaza features to create a beautiful plaza area for public enjoyment.

Name:	Andrew Merges	Title:	Public Works Director
Organization:	City of Des Moines	Email:	amerges@desmoineswa.gov
Telephone:	(206) 870-6568	Fax:	(206) 870-6596

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 approach 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:	riverbendmarine@charter.net
Telephone:	(541) 265-9243	Fax:	

Bergerson Construction, Inc.



Contractor:	Bergerson Construction	Owner:	Port of Everett
Engineer:	Segment B - Moffat & Nichol Segment C - Reid Middleton Segment D - PND	Completion Date:	June 2017
Original Contract:	\$4,039,456 (Segment D) \$4,766,630 (Segment C) \$1,387,890 (Segment B)	Final Value:	\$4,270,451 (Segment D) \$4,787,868 (Segment C) \$1,498,827 (Segment B)

Port of Everett Central Marina Improvements

(Segment B, C & D)

The Port of Everett is in the middle of an extensive redevelopment of their Central Marina, which used to be home for many marine related industrial operations, including small shipyard operations. Bergerson Construction has had the privilege of participating in three phases of this exciting transformation of the Everett waterfront, first as a subcontractor on Segment B and then as the prime contractor on the other phases.



Segment C (2016)

Segment B involved environmental cleanup, seawall construction, marine demolition, and marina reconstruction. Segment C was similar, but involved much less remediation work but added extensive utility construction. Segment D shared elements similar to the Segment C but added a steel and timber wharf structure that becomes the focus of the public interface with the marina.

Each phase was constrained by in-water work timing that placed much of the construction in the winter months. Careful planning around weather, tides, daylight and operational scheduled was essential to the ultimate success of these projects.

At the beginning of each phase, Bergerson personnel worked closely with the Port and its design consultants to develop a strong partnering relationship. This proved to be highly beneficial when addressing various challenges associated with these projects.

Name:	Willie Watson	Title:	Project Manager
Organization:	Port of Everett	Email:	williew@portofeverett.com
Telephone:	(360) 632-7070	Fax:	

Bergerson Construction, Inc.

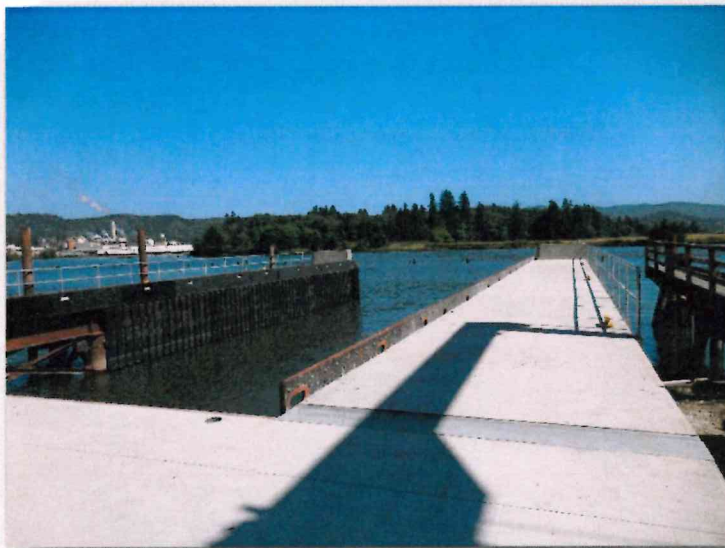


Contractor:	Bergerson Construction	Owner:	Port of Toledo
Engineer:	BergerABAM & GRI	Completion Date:	July 2015
Guaranteed Max. Price:	\$1,726,604	Final Value:	\$1,636,084

Port of Toledo Boat Haulout Pier

(Design-Build)

This project involves both design and construction of a two-fingered haulout pier for a 660-ton boat hoist. The original concept and budget were based on plans for a 300-ton boat hoist, but the Port decided to increase its program to include a larger hoist. This presented some challenges in terms of balancing design



needs against limited budgets and an existing in-water work permit. Through creative design effort and effective constructability input, our team was able to negotiate an adjusted permit and provide a very economical pier structure for the Port of Toledo.

The support system consists of 24" diameter (maximum allowed by permit) driven steel piles that penetrate into the dense siltstone. Steel bracing was added to the piles to provide additional lateral stability. The superstructure consists of large steel wide-flange beams, topped

with an 18" thick cast-in-place concrete slab. A plastic timber fender system was designed and installed to protect boats entering the slip. A steel curb was installed with UHMW facing to provide further protection for the vessels.

Due to very limited upland space, a pile-supported concrete apron was incorporated to allow adequate space for the hoist to maneuver. This eliminated the need for a future soldier pile wall to retain the adjacent hillside.

BergerABAM provided the structural design and GRI provided the geotechnical design. Bergerson Construction assisted during the design phase and ultimately constructed the project. Despite the very tight schedule for design and in-water work, the key deadlines were met. This facility has been a great addition to waterfront infrastructure in the central Oregon Coast region.

Name:	Bud Shoemake	Title:	Port Manager
Organization:	Port of Toledo	Email:	bud.shoemake@portoftoledo.org
Telephone:	(541) 336-5207	Fax:	

Bergerson Construction, Inc.



Contractor:	Bergerson Construction	Completion Date:	2005- 1 st Phase
Engineer:	Berger/ Abam		2014- 2 nd Phase
Project Title:	Rainier Barge Loading Facility	Original Value:	\$511,327- 1 st Phase
			\$1.1 Million- 2 nd Phase

Teevin Brothers Rainier Barge Loading Facility



Key Experience Items

- Marine Construction
- Sheetpile Bulkhead
- Structural Backfill & Compaction
- Dolphin Construction
- Strict Environmental Requirements

Teevin Brothers' contracted with Bergerson Construction in 2004 to construct their Barge Loading Facility in Rainier, OR.

Construction was a joint effort between the owner and Bergerson Construction. Due to a volatile steel market at the time of

construction, sheetpile delivery became a critical schedule component requiring a fast-paced in-water work schedule. All in-water work tasks were completed within the allotted timeframe and in compliance with all environmental regulations.

Work activities included: Installation of 800 LF of sheetpile wall with up to 70' long sheetpiles, construction of waler and tieback system, installation of 24" diameter piles up to 90' long, construction of steel mooring dolphins, construction of marine fender system, coordination of backfill activities.

A second barge loading facility at the same property was awarded to Bergerson Construction in 2013. This facility is nearly identical to the first project but includes more mooring dolphins. The second facility was completed in April 2014.

Major materials for these projects were purchased by the owner and installed by Bergerson Construction.

Name:	Paul Langner	Title:	Facilities Manager
Organization:	Teevin Brothers	Email:	plangner@teevinbros.com
Telephone:	(503) 556-0410	Fax:	

Bergerson Construction



Contractor:	Bergerson Construction	Contract Number:	
Project Title:	17 th Street Dock Reconstruction	Completion Date:	July 2013
Award Date:	June 2012	Final Value:	\$4.5 Million
Original Value:	\$4.35 Million		

17th Street Dock Reconstruction

Throughout its history, the City of Astoria has been the beneficiary of a strong U.S. Coast Guard presence, and has endeavored to support Coast Guard operations. For the past several decades, Coast Guard cutters have moored at the City's pier on the historic Astoria waterfront. Recently, the 17th Street Pier has been the home for the USCGC Alert and the USCGC Steadfast. However, this timber pier was aging and beyond its serviceable life. Replacement of this important waterfront facility was funded through a Connect Oregon grant to the City of Astoria. With this funding in place, the city hired BergerABAM to design a replacement structure designed to suit the needs of the U.S. Coast Guard. As this public facility is adjacent to the Columbia River Maritime Museum, public access was a key consideration in appearance and function.

Bergerson Construction was awarded the contract to remove and replace this pier through a public bidding process. After award, Bergerson's team worked with the City to save over \$100k through value engineering changes, which allowed the City to implement additional upgrades to the facility.

The 109 steel pipe piles were installed through a silty riverbed into the dense siltstone. Given restrictive in-water work requirements, Bergerson worked closely with the City to install all piles during a one month period, thus avoiding costly marine mammal monitoring. The entire pier was removed (including extraction of over 200 piles) over the next month to meet a very limited in-water work window.

Key Experience Items

- **Marine Construction**
- **Piledriving in dense soils**
- **Precast Concrete**
- **Over-water concrete construction**
- **Utility Construction**
- **Security & Safety Coordination**
- **Project Coordination with Coast Guard operational activities**
- **Strict Environmental Requirements**



The cast-in-place concrete pilecaps and prestressed deck slabs were installed over the next few months. Close coordination was necessary throughout the project to allow for installation of water, sewer, communications and electrical in a utility trench that was constructed in the concrete pier.

Bergerson Construction selected local contractors Clatsop Electric and JP Plumbing to install the utilities. Construction crews worked carefully to ensure public safety throughout the project.

OWNER CONTACT

Name:	Jeff Harrington	Title:	City Engineer
Organization:	City of Astoria	Email:	jharrington@astoria.or.us
Telephone:	(503) 338-5173	Fax:	(503) 338-6538

Bergerson Construction

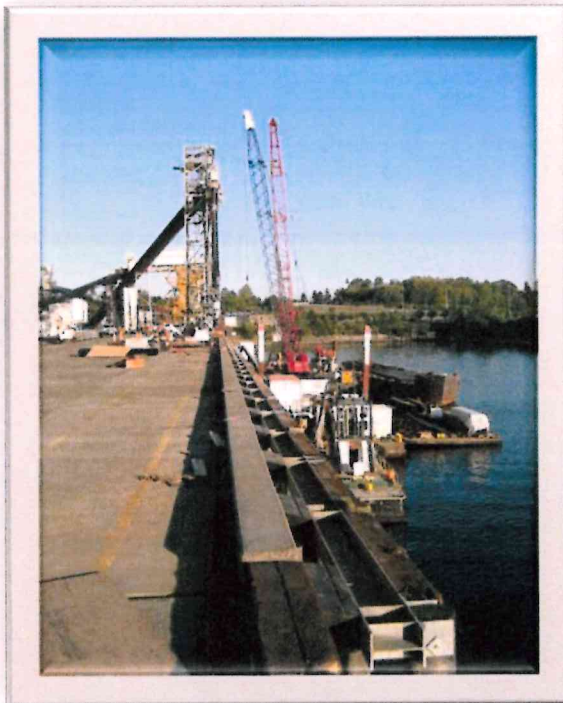


Contractor:	Bergerson Construction	Project Title:	Berth 410/411 Fender Pile
Engineer:	Port of Portland	Owner:	Port of Portland
Contract Value:	\$250,000	Completion Date:	November 2010

Port of Portland Berth 410/411 Fender System Upgrade

Berths 410 and 411 at the Port of Portland form what is perhaps the busiest shipping terminal on the Willamette River. Ships arriving at this facility are loaded with soda ash from a fixed point on the pier. This necessitates that the ships be shifted along the pier several times throughout the loading process. In recent years, this facility has been so busy, that pier and fender maintenance has been limited to only 2 or 3 weeks per year.

This contract was for replacing a portion of the



Key Experience Items

- **Pier Repair**
- **Marine Construction**
- **EPA Superfund Area**
- **Project Coordination with terminal operations**
- **Strict Environmental Requirements**
- **Structural Welding**
- **Strict Schedule Requirements**

aging timber fender piles with new steel pipe piles equipped with HDPE for abrasion resistance. Additionally, several damaged timber fender piles, walers and chocks were replaced in kind. All of this work was compressed into two weeks. Two crane barges and two crews worked 12-hours per day, 7 days per week in order to meet the required schedule which was at the end of the in-water work period.

To complicate matters, this facility is located in a designated superfund site which added strict handling requirements for any materials removed from the waterway. Additionally, any turbidity-causing activities were carefully monitored to ensure compliance with water quality requirements.

This project was completed on time, under budget and without incident.

OWNER CONTACT

Name:	Dave Dittmer	Title:	Construction Manager
Organization:	Port of Portland	Email:	Dave.Dittmer@portofportland.com
Telephone:	(503) 415-6342	Fax:	



BUSINESS DETAIL

Licensee **BERGERSON CONSTRUCTION INC** Address: PO BOX 387 ASTORIA OR 97103-0387
 License No: 63328 License Status: Active
 Date First Licensed: 1/25/1990 Expiration Date: 1/25/2025
 Entity Type: Corporation Phone: (503) 325-7130
 Endorsement Type:
 Commercial General Contractor Level 1
 Workers' Compensation/Independent Contractor Status: Nonexempt

ADDITIONAL BUSINESS LICENSES AND CERTIFICATIONS

CERTIFIED LEAD-BASED PAINT RENOVATION (LBPR) CONTRACTOR LICENSE: NO
 Required to bid and work on pre-1978 residential structures

OTHER BUSINESS INFORMATION

WORKERS' COMPENSATION INSURANCE INFORMATION

Coverage	Carrier	Policy No.
Employee	SAIF	812459
Personal Election	None	None

The CCB does not receive automatic notification of changes to workers' compensation coverage status. Current Oregon coverage status can be confirmed through the [Oregon Workers' Compensation Division](#).

LIABILITY INSURANCE INFORMATION [\(History\)](#)

Company	Amount	Expiration Date
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	\$1,000,000.00	10/1/2023

SURETY BOND INFORMATION [\(History\)](#)

Type	Company	Amount	None
Residential	None	None	None
Commercial	TRAVELERS CASUALTY & SURETY CO OF AMER	\$75,000.00	Continuous until cancelled

PUBLIC WORKS BOND INFORMATION [\(History\)](#)

Company	Effective Dates
TRAVELERS CASUALTY & SURETY CO OF AMER	01/19/2006 - (UNTIL CANCELLED)
Exemption	Expiration Date
N/A	

ATTACHMENT B

Bid Forms

Bid Bond

BID DOCUMENTS

Bids shall be completed and submitted on the Bid forms provided.

By signing the signature page of the Bid, the Contractor acknowledges and agrees to the terms and conditions of each of the following forms and all requirements included in the bid documents.

BIDDER INFORMATION

BID SUBMITTED BY:

Bergerson Construction, Inc.
Contractor

P.O. Box 387
Address

Astoria, Oregon 97103
City, State, Zip

(503) 325-7130
Telephone

BID BOND FORM
FY 2023-24 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: 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 24th DAY OF August, YEAR 2023

Bergerson Construction, Inc.

SURETY

Signature

Gregory A. Morrill

Printed Name

President

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

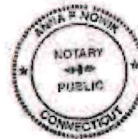
City of Hartford ss.

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

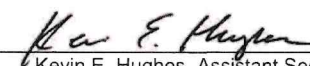
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **24** day of **August**, 2023.




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.**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
FY 2023-24 PILE REPLACEMENT**

BID CLOSING: Date: 8/24/23 Time: 4:00 p.m.

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>None</u>	<u>\$</u>	<u></u>
2 <u></u>	<u>\$</u>	<u></u>
3 <u></u>	<u>\$</u>	<u></u>

BID

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 **Pile Replacement** project and that he/she has read and thoroughly understands the plans, 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 2023-24 Pile Replacement Project referenced on page 4 of this Invitation to Bid. The undersigned also hereby 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 plans, 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	\$ 32,500.00
2	20	Pier 1 West – Install Piles (80 ft, 16” diameter, .5 thickness)	13,250.00	\$ 265,000.00
3 Grand Total (Add Items 1 and 2 for total project cost)				\$ 297,500.00

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
<u>01</u>	<u>8/7/2023</u>	<u></u>
<u>02</u>	<u>8/21/2023</u>	<u></u>

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)

08.24.2023
Date

Gregory A. Morrill
Printed Name of Authorized Official

President
Title of Authorized Official

Bergerson Construction, Inc.
Company Name

(503) 325-7130
Telephone Number

P.O. Box 387 Astoria, Oregon 97103
Address City, State, Zip

admin@bergerson-const.com
E-mail

OR State Contractor's License #: 63328

BID DOCUMENTS

Bids shall be completed and submitted on the Bid forms provided.

By signing the signature page of the Bid, the Contractor acknowledges and agrees to the terms and conditions of each of the following forms and all requirements included in the bid documents.

BIDDER INFORMATION

BID SUBMITTED BY:

Legacy Contracting, Inc.

Contractor

41850 Kingston-Jordan Rd.

Address

Stayton, Oregon 97383

City, State, Zip

(503) 749-1818

Telephone

BID BOND FORM
FY 2023-24 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: Legacy Contracting, Inc.

We, Legacy Contracting, Inc. as Principal, and Fidelity and Deposit Company of Maryland, 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 18th DAY OF August, YEAR 2023

Fidelity and Deposit Company of Maryland
SURETY
Tracy Stewart
Signature
Tracy Stewart
Printed Name
Attorney-in-Fact
Title

Legacy Contracting, Inc.
PRINCIPAL
Jeff Howell
Signature
Jeff Howell
Printed Name
President
Title

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ty R. MOFFETT, Derek A. SADOWSKI, Tracy L. STEWART of Salem, Oregon, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 07th day of October, A.D. 2021.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 07th day of October, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

BID

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 **Pile Replacement** project and that he/she has read and thoroughly understands the plans, 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 2023-24 Pile Replacement Project referenced on page 4 of this Invitation to Bid. The undersigned also hereby 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 plans, specifications, contract and schedule.

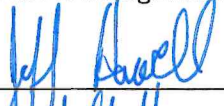
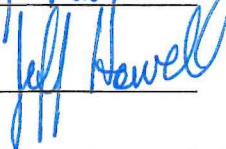
Award will be based on the lowest bid from a responsive, responsible bidder.

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	\$ 94,480. ⁰⁰
2	20	Pier 1 West – Install Piles (80 ft, 16" diameter, .5 thickness)	# 10,796. ⁸⁰	\$ 215,936. ⁰⁰
3 Grand Total (Add Items 1 and 2 for total project cost)				\$ 310,356.⁰⁰

The following Addendum/Addenda is/are hereby acknowledged:

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
01	08/04/2023	
02	08/14/2023	

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.

	08/24/2023
Authorized Official (Signature)	Date
Jeff Howell	President
Printed Name of Authorized Official	Title of Authorized Official
Legacy Contracting, Inc.	(503) 749-1818
Company Name	Telephone Number
41850 Kingston- Jordan Stayton, Oregon 97383	bids@legacycontractinginc.com
Address City, State, Zip	E-mail

OR State Contractor's License #: 185342

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
FY 2023-24 PILE REPLACEMENT**

BID CLOSING: Date: 8/24 Time: 4 pm

Prime Contractor Name: Legacy Contracting, 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>	\$ _____	_____
2 _____	\$ _____	_____
3 _____	\$ _____	_____

Legacy Contracting, Inc.'s Statement of Experience

Port of Astoria

FY 2023-24 Pile Replacement



Port of Brookings Floating Dock Replacement

Introduction

Legacy Contracting is a heavy highway project, covered bridge, marine work, commercial work and utility improvements Contractor for public and private entities in the state of Oregon, Washington and Idaho. The company was founded in January 2009. Legacy Contracting, Inc. is a Union Contractor as well as a member of the Pile Driving Contractors Association, AGC and NWUCA.

Legacy Contracting specializes in commercial work on public works contracts, bridge construction, repair of timber structures, marine construction, and utility improvements for various government agencies. We are also experienced in earthwork, dredging, drainage systems, paving, aggregate work, docks, pile driving, site preparation, building foundations, shoring walls, culverts, streambed enhancements and fish screening systems.

Legacy Contracting is very familiar with environmental permit compliance and a vast majority of projects performed by LCI have permits from USACE, DSP, DEQ, NMFS and other permitting agencies.

The principals have experience in all facets of bridge building, including wood structures, steel structures, poured in place concrete structures, precast structures, post-tensioned box structures, marinas, commercial and water treatment plants.

The principals have performed work for; ODOT, Caltrans, WSDOT, Jackson County, Polk County, Nike, Intel, Coquille Indian Tribe, City of Ashland, City of Medford, City of Salem, City of Dallas, Port of Florence, City of Albany, Port of Brookings, FHWA, Linn County, Port of Port Angeles, Port of Alsea, City of Eugene, Eugene Water and Electric Bureau, BLM, Fish and Wildlife, Tillamook County, Douglas County, Cowlitz County, Washington County and other Owners.

The majority of the work performed by Legacy Contracting and its principals has been government infrastructure and public utility improvements contracts based on low bid fixed price.

Contact Information

- Name: **Legacy Contracting, Inc.**
- Mailing and Delivery Address: **PO Box I
41850 Kingston-Jordan Rd.
Stayton, OR 97383**
- Phone Number: **503-749-1818**
- Email: [**bids@legacycontractinginc.com**](mailto:bids@legacycontractinginc.com)

Firm Experience

Project 1

- Project Name: 6th through 11th Street: Waterfront Bridges
- Start Date: September 2018
- Completion Date: March 2021
- Original Contract Amount: \$10,088,669.65
- Final Contract Amount: \$9,882,686.04
- Owner: Oregon Department of Transportation
- Owner Contact: Jayson Buchholz
- Owner Phone: (503) 325-7222
- Engineer: Oregon Department of Transportation
- Engineer Contact: Jason Kelly, PE
- Engineer Phone: (503) 620-6103
- Job Location: Astoria, Oregon
- Contractor Project Manager: Jeff Howell
- Contractor Superintendent: Russ Nunnelly
- Project Description:

The project consisted of removing 6 railroad bridges along the Astoria Waterfront and replacing them with pile supported concrete structures. The project was split into two construction seasons with the first year doing the odd numbered streets and the second year doing the even numbered streets. Once the old bridges and rail were removed, LCI drove 24" pipe pile to support precast pile caps that were set and welded in place. The superstructure consisted of precast slabs, cast-in-place concrete, and precast rail panels.

The rail at each of these bridges had to be raised slightly and was cut 50' back from the new bridges. Once the new bridge superstructure was constructed, rail was sliced back on the old rail and installed on the new bridges.

The project also included new drainage systems and water quality structures to be installed as well as miscellaneous timber repairs to the existing boardwalk.



Project 2

- Project Name: Terminal 1 Redevelopment Project
- Completion Date: April 23, 2016
- Original Contract Amount: \$4,481,313.13
- Final Contract Amount: \$4,859,907.03
- Owner: Port of Port Angeles
- Owner Contact: Chris Hartman
- Owner Phone: (360) 457-8527
- Engineer: Berger ABAM
- Engineer Contact: Mike Dodson
- Engineer Phone: (206) 214-1038
- Job Location: Port Angeles, WA
- Project Description:

This project included the replacement of 273 timber piles with steel piling. With the location of where the piles were, a portion of the piles were installed from the dock and a portion were installed from a barge. The facility was still in operation while LCI was performing the construction, which required LCI to demo small access holes in the deck in order to remove the timber piles and drive the new piles. LCI also drove battered steel pile for a CIP headline dolphin as well as applied pile wrapping to existing pile and set a new steel headline dolphin on the wrapped piling. LCI also replaced some of the existing timber members that made up the Terminal's substructure.



Project 3

- Project Name: Port of Alsea Debris Boom Repair
- Completion Date: March 15, 2017
- Original Contract Amount: \$245,636.00
- Final Contract Amount: \$256,159.28
- Owner: Port of Alsea
- Owner Contact: Roxie Cuellar
- Owner Phone: (541) 563-3872
- Engineer: EMC-Engineers/Scientists, LLC
- Engineer Contact: Jack Akin
- Engineer Phone: (541) 474-9434
- Job Location: Waldport, OR
- Project Description:

This project included the replacement of 10 piles with new 12” coated steel piles as well as the replacement of a broken log debris boom. The existing piles were removed and then replaced with the new piles. A new log debris boom was connected to the new piling via chains and hardware to the logs. LCI also provided and installed a new floating dock section to the existing marina docks.



Project 4

- Project Name: Westport Ferry Landing Replacement
- Completion Date: October 2, 2014
- Original Contract Amount: \$2,491,592.08
- Final Contract Amount: \$2,658,833.38
- Owner: ODOT
- Owner Contact: Dave Davies
- Owner Phone: (503) 931-0969
- Engineer: David Evans and Associates
- Engineer Contact: Richard Smith
- Engineer Phone: (503) 499-0426
- Job Location: Westport, OR
- Project Description:

This project included installing piling for a temporary ferry landing so that LCI could remove and replace a new ferry landing. The new ferry required 54 new plumb and battered pile to be installed. Floats were installed and elevated CIP pile caps were installed. The new ferry landing included two spans; one comprising of precast slabs with a CIP deck and the second consisting of a steel transfer span that was attached to the new floats. At the end of the transfer span a steel apron with rubber nosing was installed and balanced to fit the new ferry. Some of the piling driven were driven in clusters and fastened together with wire rope to create pile dolphins.



Project 5

- Project Name: Minto Island Bicycle-Pedestrian Bridge
- Start Date: March 2015
- Completion Date: June 2016
- Original Contract Amount: \$5,829,364.85
- Final Contract Amount: \$6,542,339.23
- Owner: City of Salem
- Owner Contact: Aaron Kimsey, PE
- Owner Phone: (503) 871-8583
- Engineer: OBEC
- Engineer Contact: Marissa Madsen, PE
- Engineer Phone: (541) 762-2105
- Job Location: Salem, Oregon
- Contractor Project Manager: Todd Ross
- Contractor Superintendent: Todd Ross/ Monte Nunnelly
- Awards: ENR Best Projects, PDCA, OCAPA
- Project Description:

The project consisted of the following:

This project included the construction of a new steel arch supported pedestrian bridge. The project utilized drilled shaft and driven piles for its foundation and elevated concrete piers. The bridge totals 7 spans; 6 are CIP decks and one is precast panels that are connected by tie rods to the steel arches. LCI was required to build a pile supported temporary work trestle to construct the 300 LF main span that crossed the Willamette Slough. LCI was also required to build pile supported temporary support towers to support the arches. There were also 5 CIP retaining walls that had to be constructed. Almost all elements of cast-in-place concrete was required to have architectural treatment. The temporary work trestle had to be installed within an environmentally fragile area.



Project 6

- Project Name: Port of Brookings Floating Dock Replacement Project
- Start Date: November 2011
- Completion Date: July 2012
- Original Contract Amount: \$596,713.00
- Final Contract Amount: \$669,256.75
- Owner: Port of Brookings
- Owner Contact: Ted Fitzgerald
- Owner Phone: (541) 469-2218
- Engineer: OBEC
- Engineer Contact: Steve Sparkman
- Engineer Phone: (541) 774-5591
- Job Location: Brookings, Oregon
- Contractor Project Manager: Jeff Howell
- Contractor Superintendent: Russ Nunnelly
- Project Description:

This project consisted of removing existing piling, installing agency furnished floating dock assemblies and furnishing and installing steel pipe pile in a Boat Marina. This work was completed utilizing a crane on a barge. A tsunami damaged existing timber piles, LCI replaced 127 timber pile with new steel piles, sized 16” and 12.75”.



Principals

Jeff Howell is the president of LCI and has been with the company since its inception for the past 12 years. He has 34 years of construction experience and has been involved in many facets of construction: Concrete Bridges, Steel Bridges, Heavy Highway, Railroad Bridges, Pile Driving, Treatment Plants, Marine Work, Timber Bridge Construction and Repair and Dredging.

Todd Ross is the Vice President of LCI and has been with the company since its inception for the past 12 years. He has 25 years of construction experience and has been involved in many facets of construction: Concrete Bridges, Steel Bridges, Heavy Highway, Railroad Bridges, Pile Driving, Treatment Plants, Marine Work, Timber Bridge Construction and Repair and Dredging.

CCB License #

Legacy Contracting, Inc.'s CCB # 185342 and expires 02/02/2023.

Statements and Certifications

Legacy Contracting, Inc. is a resident bidder, as defined by ORS 279.120.

Legacy Contracting, Inc. provides worker's compensation coverage for all of our employees working in Oregon.

Legacy Contracting, Inc. will ensure responsibility for each subcontractor engaged to work on the project.

Legacy Contracting, Inc. has in place an employee drug-testing program that will be maintained throughout the term of this Agreement.

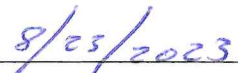
Legacy Contracting, Inc. has in place an employee safety program that will be maintained throughout the term of this Agreement.

Legacy Contracting, Inc. has not had any litigation in the last five years for any of our contracts.

Legacy Contracting, Inc. certifies that all of the information and statements submitted in response to this section are true and correct and that any additional information submitted in response to the Port's requests will be true and correct.



Signature



Date



FY 2023-24 Pile Replacement

Bid Opening

Date: Thursday, August 24, 2023 at 6:00 PM

Location: Port of Astoria Administrative Offices, 422 Gateway Avenue, Suite 100
Astoria, OR 97103

Bid Receipt List

Pre-Bid Meeting Attendee	Bid Received?	Bid Amount	
HME Construction	Y	*286,000	/ Jim Bay - Zoom
Legacy Contracting, Inc.	Y	*310,356	/ JEFF HENKEL - Zoom
Bergerson Construction	Y	*297,500	/ GREG MONTGOMERY - Zoom
HP Civil	N		NA



Notice of Intent to Award

Issued: August 28, 2023

FY 2023-24 Pile Replacement

Bid Opening: August 24, 2023

The Port of Astoria intends to award a contract from the subject ITB to:

HME Construction

Note: an awarded contract is contingent upon successful contract negotiations:

Contractor	Bid Amount
HME Construction	\$286,000
Bergerson Construction	\$297,500
Legacy Contracting	\$310,356

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: Pier 3 Master Plan

Project Number: A23010

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the Port of Astoria ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B Project Description
- Exhibit C Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$90,000.

"Grant Amount" means \$60,000.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make and Recipient's right to request disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

(2) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final Boatyard Master Plan.

D. NOT APPLICABLE

E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.

F. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

H. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.

- I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. Notice of Events of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- K. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project.
- B. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: Deputy Director
Port of Astoria
422 Gateway Avenue, Suite 100
Astoria, OR 97103

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority of
the Oregon Business Development Department

PORT OF ASTORIA

By: _____
Edward Tabor, Infrastructure and
Program Services Director

By: _____
Robert Stevens, Commission President

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 05 June 2023.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

The Recipient will procure the services of a qualified design firm to complete a Boatyard Master Plan (“the Plan”). The Plan will include layout, traffic flow, utilities and estimate cost of infrastructure and building improvements to accommodate expansion of the boatyard. The Plan will include information that:

- Captures the Recipient’s and Boatyard’ users’ ideas and what they would support,
- Contribute to the economic prosperity of the Port,
- Contributes to the financial stability of the Port,
- Identifies phased development with specific recommendations for immediate implementation,
- Aligns with zoning regulations, local businesses, and future investments in the area,
- Reinforces the Recipient’s role as a service and infrastructure provider to the Boatyard’s users, including but not limited to the Port tenants, commercial fisherman, recreational boaters, government agencies, and maritime construction companies.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Boatyard Master Plan	\$60,000	\$30,000
Total	\$60,000	\$30,000

REQUEST FOR EXPENDITURE

RE# 0157

SECTION A	Date:	August 18, 2023	Department:	Security
	Staff Contact:	Matt McGrath	Vendor (if determined):	iFocus
	Description of Product or Service being requested:	Cybersecurity enhancements to IT system		
	Purpose of Product or Service being requested:	Reduce vulnerability of Port IT systems to cyber attack		
	Cost Estimate:	\$26,665.00		
SECTION B	1. Does this expenditure exist within the current budget? (Original Budget Amount)			
	<input type="checkbox"/> No (Skip to Section C-2) / <input checked="" type="checkbox"/> Yes (Proceed)		<input type="text" value="\$122,800"/>	
	2. Does this expenditure exceed \$5,000?			
<input type="checkbox"/> No (Skip to Section D) / <input checked="" type="checkbox"/> Yes (Proceed to Section C-1)				
3. Will services be performed on Port of Astoria property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes				
SECTION C	1.			
	Account # for Budgeted Item (ex: XXX-XX)	TOTAL NET OF GRANTS		
		710-00		
	FY 2023-2024 Budget for this Account	\$ 3,489,034	\$ 1,423,914	
	Amount Spent Year-to-Date for this Account	\$ 67,165	\$ 45,401	
	Amount Available to Spend for this Account	\$ 3,421,869	\$ 1,378,513	
	Does this Request for Expenditure require Commission Approval (>=\$25,000)? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No			
	2.			
	If Not included in the current budget or the current budget for this account # has been spent:			
	Does this Request for Expenditure require Commission Approval (>=\$5,000)? <input type="checkbox"/> Yes / <input type="checkbox"/> No			
3.				
If Commission approval is required, please specify date Request for Expenditure will be submitted to Commission for approval.				
(Specify date of Commission meeting when item is scheduled to be heard/approved)				
<input type="text" value="09/05/2023"/>				
SECTION E	Signature of Department Head <u>NIA</u> Date		Signature of Deputy Director <u>[Signature]</u> Date <u>8-25-23</u>	
	Signature of Finance Manager <u>[Signature]</u> Date <u>8-28-23</u>		Signature of Executive Director <u>[Signature]</u> Date <u>8-30-23</u>	
			(required if cost is unbudgeted, or > \$5,000 budgeted)	

(over for Quotation Analysis)

Cybersecurity

Project:

Matt McGrath

Quotes obtained by: **Shane Jensen**

Project Manager:

Procurement Method:

- Small procurement
 Sole source

- Intermediate procurement
 Emergency

- Request for Bid
 Request for Proposal

Solicitation Method:

- Verbal quotes (informal)

- Requests for written quotes (informal)

- Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information
iFOCUS	\$26,665				
Bytagig	\$67,715				The Amount was arrived at via breakdown and analysis of the bid.
Miles Technologies	N/A				
Vendor selection & justification: (REQUIRED)					
See Attachment					

Cybersecurity Procurement and Compliance Notes Vendor Selection and Justification

- As the anticipated cost was below the Simplified Acquisition Threshold (48 CFR § 2.101) of \$250,000, formal procurement procedures were not necessary. This was deemed a Small Purchase under 2 CFR § 200.320(a)(2),

- As per Award Agreement, Article IV, subsection II (.pdf page 6), the Port is required to comply with 2 CFR Part 200, § 200.321(2) of which requires that the Port solicit WBE, MBE, EMB when they are potential sources. The Port conducted a search for certified firms through the Oregon COBID site (<https://www.oregon.gov/biz/programs/cobid/pages/default.aspx>), using NAICS Code 541519. As this NAICS code is a catch-all for “other computer-related services” (but the only NAICS code under which cybersecurity could be categorized), the results were not surprising: out of 76 firms, only one offered cybersecurity services. However, they were not solicited because they are located in Oklahoma, and because they are neither a MBE, WBE, nor EMB (as per 2 CFR § 200.321). This project involves work for which on-site personnel will be necessary.

- Six firms were solicited for bids on the work: Purple Folder, Miles Technologies, BytaGig, IP Services, Edge Networks, and iFocus. Three bids were received: Miles Technologies, iFocus, and BytaGig.

- The recommendation to employ iFocus for the work is fairly straightforward. iFocus offered to perform the exact scope of work that was requested through the procurement documents that were issued, while the other two bidders did not. Their proposals were confusing in that they proposed and offered to perform work that was not requested – work that was somehow necessary, advisable, or desirable. Advisable it may very well be, but as this project will be financed under a PSGP grant from FEMA, the Port must stick to the scope of work as proposed, submitted, and approved by FEMA – or risk non-reimbursement. Second, iFocus submitted the lowest bid – approximately \$40,000 less than BytaGig (the exact amount of Miles Technologies' bid is unknown, as their proposal did not specify - and was too poorly mis-aligned with the requested scope of work to be able to break down the bid so as to arrive at an equitable comparison).

RECOMMENDED SECURITY INITIATIVES FY 2022-2023

Provided by iFocus Consulting, Inc.

Refreshed 04/07/2023

Replacement of Network Edge Firewall - \$2,965

Replacement of aged firewall for the network edge at the Airport with newer generation hardware capable of quicker processing and analysis of traffic to determine threat vs. non-threat. This firewall helps protect the Port network from possible external threats over the cable Internet circuit, as well as helps protect sensitive areas of the Port network. Replacement provides for the continual operation of the Port's Internet edge protection services, SSL VPN user access, bolsters and modernizes threat processing, and ensures manufacturer warranty and firmware/security updates can remain current.

Hardware:	\$1,465
iFocus Labor:	\$1,500

Microsoft Defender for Office 365 - \$2,124

Adds licensing to Office 365 to enable many important security features to better protect the Port network and data. Protection features include services to proactively scan links and attachments in email, SharePoint, and Teams. Also included are anti-phishing and other security policies, and real-time reporting. Licenses are monthly subscription priced at \$2.00 per month per user. Labor includes feature enablement and configuration of Microsoft Defender for Office 365 policies.

Software (first 12 months based on 26 email users):	\$624
iFocus Labor:	\$1,500

Microsoft Defender for Endpoint - \$4,580

Adds licensing to the Port's Microsoft 365 Tenant to enable desktop security features: Antivirus and antimalware protection (replaces the current Trend Micro subscription), response actions to include manual scans and device isolation, attack surface reduction rules, ability to allow or deny certain devices to connect to systems, centralized management of threat protection, and reporting. Licenses are monthly subscription priced at \$3.00 each per month. Labor includes uninstallation of current Antivirus product, deployment of Microsoft Defender for Endpoint, and configuration of policies.

Licensing (first 12 months for 30 endpoints):	\$1,080
iFocus Labor:	\$3,500

Enhanced Network Controls - \$7,500

Enablement of enhanced network controls to provide greater control over which devices are allowed to connect to the network based on unique hardware identification. Additionally recommend administratively disabling network switchports not in use as this prevents random devices being granted network access when connected to an unused port; switchports can be enabled remotely when needed.

Token-Based User Account Logins - \$8,700

Purchase and issue USB security key devices to all PC users for enablement of multi-factor authentication for PC user authentication as well as authentication to web resources that support security key-based logins. Recommend USB security keys that feature a built-in fingerprint reader as an added layer of authentication. Labor includes setup and training for all PC users.

Hardware (30 keys):	\$2,700
iFocus Labor:	\$6,000

Total for Recommended Security Initiatives FY 2022-2023
\$25,869

**Bytagig LLC**

John Jackson, CEO
5468 SE International Way, Suite B
Milwaukie, Oregon
503-465-5913 x2
john@bytagig.com

Cyber Security and Managed IT Services for Businesses across the USA
<https://www.bytagig.com>

RE: Invitation to Bid ("ITB") on Cybersecurity Improvements to Port of Astoria IT System ("Project")

Introduction:

We are grateful for the opportunity to submit a bid to the Port of Astoria for improving your cybersecurity. Bytagig is a cybersecurity and managed IT firm that works with many organizations such as yours to improve their cybersecurity posture, reduce risk, and automate their infrastructure.

About us:

Established in 2009, Bytagig has its roots in Portland, Oregon, and has since expanded its services along the west coast and the northeast, with plans to further broaden its reach. Over 90% of our customer technical needs are handled remotely in order to quickly resolve issues. Our skilled team of help desk technicians, network engineers, and server engineers possess the expertise to tackle a diverse array of technical challenges, catering to a wide range of industries and organizations of various sizes.

Proposal options:

Our following proposal includes several options. The non-managed service option is for our IT project services only, and does not include ongoing maintenance and support. For customers that choose to dedicate their entire IT services to Bytagig, we offer a discount on this project, which you will see noted in a separate column section.

Assumptions:

Our proposal has the following assumptions based on the information provided and can be revised if needed:

1. There is one main site with up to 24 network ports, plus two smaller sites with up to 8 network ports
2. Sonicwall firewalls and VPN are managed within the same portal
3. There are no servers in the environment (on premise or cloud)
4. Users currently log into their computers with their Microsoft account credentials
5. Any and all admin credentials and building access will be made available such as are necessary to be able to perform our work, including: Microsoft, Sonicwall,

Alternative Recommendations:

-Firewall: While we quoted what was requested, we do strongly recommend that the Port of Astoria consider our managed firewall and SASE services, which includes next generation firewall technology, cloud based security, SD-WAN, VPN, and much more. This would require changing all sites to the new firewall service. We are happy to provide a quote on this service but would need to ask several more questions.

-Endpoint Security and Monitoring: while M365 Defender has a lot of great security features, it does not include third party security monitoring. With our BytaGig managed service plan, we would include managed detection and response, threat hunting, and remediation.

-Overall Security: There are several other security tools we offer with our managed service plan, such as quarterly penetration tests, compliance mapping, backups, patching, etc.

References:

-Melanie Wagner: City Manager, City of Estacada (503-630-8270)

-Alexander Scheer: Director of IT, Odyssey Therapeutics (510-241-7440)

-Steven Monticone, President, Exemplar Companies (617-842-7581)



Project Summary

	Non-Managed	Managed	
Total Projected Labor Budget:	\$ 34,068.00	\$ 23,530.00	
Project Management Fee (15%):	\$ 5,110.20	\$ 3,529.50	
Total Hardware/Software Investment:	\$ 26,736.60	\$ 26,736.60	
Monthly Managed Services	\$ -	\$ 6,000.00	(Monthly)
Managed service onboarding fee	\$ -	\$ 6,000.00	
<i>Additional Project Discount for Managed Service Customers on 3 year commit</i>	\$ -	\$ (15,000.00)	
Total Estimated Initial Investment:	\$ 65,914.80	\$ 53,796.10	



1. Firewall - Scope of Work / Purpose and Need:

- Newer hardware with faster processing time to analyze traffic and assess potential threats;
 - bolster and modernize threat processing
 - Protect Port network from external threats
 - Protect sensitive areas of the Port network
- Provide for continual operation of the Port's Internet edge protection services and SSL VPN user access

Bytagig does not recommend Sonicwall but are providing based on the quote below as requested

WORKSPACE	15.0%	
	Non-Managed	Managed
Total Projected Labor Budget:	\$ 4,644.00	\$ 3,105.00
Project Management Fee (15%):	\$ 696.60	\$ 465.75
Travel Expense	\$ 600.00	\$ 600.00
Total Hardware/Software Investment:	\$ 1,543.00	\$ 1,543.00
Total Estimated Initial Investment:	\$ 7,483.60	\$ 5,713.75

High Level Labor Forecast

Phase	Labor		
	Total Hours	Hourly Rate	Total Labor Cost
Phase 1 - Prep & Planning	3	\$172.00	\$516.00
Phase 2 - Setup	6	\$172.00	\$1,032.00
Phase 3 - Set up Services	10	\$172.00	\$1,720.00
Phase 4 - Post Installation Tasks	8	\$172.00	\$1,376.00
		Total Labor Budget:	\$4,644.00

WITH BYTAGIG MANAGED SERVICE DISCOUNT

Phase	Labor		
	Total Hours	Hourly Rate	Total Labor Cost
Phase 1 - Prep & Planning	3	\$115.00	\$345.00
Phase 2 - Setup	6	\$115.00	\$690.00
Phase 3 - Set up Services	10	\$115.00	\$1,150.00
Phase 4 - Post Installation Tasks	8	\$115.00	\$920.00
		Total Labor Budget:	\$3,105.00

Phases	Hours (Est)
Phase 1 - Prep & Planning	3
Equipment procurement, logistics, tracking, etc	1
Pool of hours for client communications, planning, and coordinating	2
Phase 2 - Setup	6
Remove previous Sonicwall, review settings to recreate on new device	4
Unbox and get new Sonicwall device online	2
Phase 3 - Set up Services	10
Adopt Sonicwall to client portal	1
Recreate any rules and policies from previous firewall	2
Configure firewall according to Bytagig best practices	4
Cutover	1
Reconnect printers and computers to new firewall	2
Phase 4 - Post Installation Tasks	8
Pool of hours for "Day 1 Support" following the final install and Go-live with staff	4
Pool of hours for post-project meetings, tweaking, and review of initial data (internal/external)	4



2&3. Microsoft Defender - Scope of Work / Purpose and Need:

- Purchase, installation, configuration to Port needs of Microsoft Defender for Office 365
 - Minimum functionality expected: inherent security features to enhance protection of Port network and data; proactive scanning of links and attachments in email, SharePoint, and Teams; anti-phishing and other security policies; real-time reporting
 - Add appropriate licensing to the Port's Microsoft 365 Tenant to enable desktop security features, to include the following as a minimum: antivirus and antimalware protection, with response actions to include manual scans and device isolation and attack surface reduction rules; capability to allow or deny certain devices to connect to systems; centralized management of threat protection and reporting
 - Uninstall current antivirus product, deployment of Microsoft Defender for Endpoint, and configuration of policies.
- Bytagig recommends Microsoft 365 G5 licensing, which includes all of the above requirements*

WORKSPACE	15.0%	
	Non-Managed	Managed
Total Projected Labor Budget:	\$ 11,020.00	\$ 8,120.00
Project Management Fee (15%):	\$ 1,653.00	\$ 1,218.00
Travel Expense	\$ -	\$ -
Annual Software Investment:	\$ 19,800.00	\$ 19,800.00
Total Estimated Initial Investment:	\$ 32,473.00	\$ 29,138.00

High Level Labor Forecast

Phase	Labor		
	Total Hours	Hourly Rate	Total Labor Cost
Phase 1 - Prep & Planning	5	\$190.00	\$950.00
Phase 2 - Setup	17	\$190.00	\$3,230.00
Phase 3 - Rollout	18	\$190.00	\$3,420.00
Phase 4 - Post Installation Tasks	18	\$190.00	\$3,420.00
Total Labor Budget:			\$11,020.00

WITH BYTAGIG MANAGED SERVICE DISCOUNT

Phase	Labor		
	Total Hours	Hourly Rate	Total Labor Cost
Phase 1 - Prep & Planning	5	\$140.00	\$700.00
Phase 2 - Setup	17	\$140.00	\$2,380.00
Phase 3 - Rollout	18	\$140.00	\$2,520.00
Phase 4 - Post Installation Tasks	18	\$140.00	\$2,520.00
Total Labor Budget:			\$8,120.00

Phases	Hours (Est)
Phase 1 - Prep & Planning	5
Software procurement, logistics, etc	1
Pool of hours for client communications, planning, and coordinating	4
Phase 2 - Setup	17
Set up Microsoft Defender for Office 365 and configure inherent security features such as proactive scanning of links and attachments in email, SharePoint, and Teams, anti-phishing, and real-time reporting.	13
Customize policies and rules based on the client's specific security needs.	4
Phase 3 - Rollout	18
Uninstall the current antivirus product from all 30 devices.	4
Deploy Microsoft Defender for Endpoint to all 30 devices.	
Enable desktop security features, to include the following as a minimum: antivirus and antimalware protection, with response actions to include manual scans and device isolation and attack surface reduction rules; capability to allow or deny certain devices to connect to systems; centralized management of threat protection and reporting	10
Verify that Microsoft Defender for Endpoint is installed and functioning properly	4
Phase 4 - Post Installation Tasks	18
Pool of hours for "Day 1 Support" following the final install and Go-live with staff	6
Conduct post-implementation testing to ensure that Microsoft Defender for Office 365 and Microsoft Defender for Endpoint are working together effectively.	4
Provide user training and documentation for the new security solution	4
Pool of hours for post-project meetings and review of initial data (internal/external)	4



4. Network - Scope of Work / Purpose and Need:

- Enhanced network controls based on enablement of unique hardware identification
- Capability to remotely enable and disable network switchports and control access to unused ports

Bytagig assumes there is one main site needing a new 24 port managed switch as well as two other smaller sites needing 8 port managed switches.

WORKSPACE	15.0%	
	Non-Managed	Managed
Total Projected Labor Budget:	\$ 7,224.00	\$ 4,830.00
Project Management Fee (15%):	\$ 1,083.60	\$ 724.50
Travel Expense (can be combined in same trip as firewall)	\$ 600.00	\$ 600.00
Total Hardware/Software Investment:	\$ 2,333.60	\$ 2,333.60
Total Estimated Initial Investment:	\$ 11,241.20	\$ 8,488.10

High Level Labor Forecast

Phase	Labor		
	Total Hours	Hourly Rate	Total Labor Cost
Phase 1 - Prep & Planning	3	\$172.00	\$516.00
Phase 2 - Setup	9	\$172.00	\$1,548.00
Phase 3 - Set up Services	22	\$172.00	\$3,784.00
Phase 4 - Post Installation Tasks	8	\$172.00	\$1,376.00
		Total Labor Budget:	\$7,224.00

WITH BYTAGIG MANAGED SERVICE DISCOUNT

Phase	Labor		
	Total Hours	Hourly Rate	Total Labor Cost
Phase 1 - Prep & Planning	3	\$115.00	\$345.00
Phase 2 - Setup	9	\$115.00	\$1,035.00
Phase 3 - Set up Services	22	\$115.00	\$2,530.00
Phase 4 - Post Installation Tasks	8	\$115.00	\$920.00
		Total Labor Budget:	\$4,830.00

Phases	Hours (Est)
Phase 1 - Prep & Planning	3
Equipment procurement, logistics, tracking, etc	1
Pool of hours for client communications, planning, and coordinating	2
Phase 2 - Setup	9
Remove previous switches, review settings to recreate on new device	6
Unbox and get new switch devices online	3
Phase 3 - Set up Services	22
Adopt switches to cloud portal	3
Recreate any rules and policies from previous switches	3
Configure switches according to Bytagig best practices	6
Cutover	3
Reconnect devices to new switches and confirm ports/serials being used.	4
Shutoff unused switch ports	3
Phase 4 - Post Installation Tasks	8
Pool of hours for "Day 1 Support" following the final install and Go-live with staff	4
Pool of hours for post-project meetings, tweaking, and review of initial data (internal/external)	4



5. Token Security - Scope of Work / Purpose and Need:

- Purchase and issue thirty (30) USB security key devices, with built-in fingerprint reader, to all PC users to enable multi-factor authentication for PC user authentication, as well as authentication to web resources that support security key-based logins.
- Provide setup and training to all end users

Bytagig would need a list of these web resources to provide a more detailed quote

WORKSPACE	15.0%	
	Non-Managed	Managed
Total Projected Labor Budget:	\$ 11,180.00	\$ 7,475.00
Project Management Fee (15%):	\$ 1,677.00	\$ 1,121.25
Travel Expense	\$ 600.00	\$ 600.00
Total Hardware/Software Investment:	\$ 3,060.00	\$ 3,060.00
Total Estimated Initial Investment:	\$ 16,517.00	\$ 12,256.25

High Level Labor Forecast

Phase	Labor		
	Total Hours	Hourly Rate	Total Labor Cost
Phase 1 - Prep & Planning	4	\$172.00	\$688.00
Phase 2 - Setup	25	\$172.00	\$4,300.00
Phase 3 - Rollout	28	\$172.00	\$4,816.00
Phase 4 - Post Installation Tasks	8	\$172.00	\$1,376.00
			Total Labor Budget: \$11,180.00

WITH BYTAGIG MANAGED SERVICE DISCOUNT

Phase	Labor		
	Total Hours	Hourly Rate	Total Labor Cost
Phase 1 - Prep & Planning	4	\$115.00	\$460.00
Phase 2 - Setup	25	\$115.00	\$2,875.00
Phase 3 - Rollout	28	\$115.00	\$3,220.00
Phase 4 - Post Installation Tasks	8	\$115.00	\$920.00
			Total Labor Budget: \$7,475.00

Phases	Hours (Est)
Phase 1 - Prep & Planning	4
Equipment procurement, logistics, tracking, etc	2
Pool of hours for client communications, planning, and coordinating	2
Phase 2 - Setup	25
Preconfigure M365 tenant to allow for USB security authentication on PC's and Microsoft cloud systems	15
Preconfigure other SaaS applications (up to 5) to allow for USB security authentication. We will need a list.	10
Phase 3 - Rollout	28
Issue devices to users	2
Host training sessions with users to help them learn how to use	25
Shutoff access without USB security keys	1
Phase 4 - Post Installation Tasks	8
Pool of hours for "Day 1 Support" following the final install and Go-live with staff	4
Pool of hours for post-project meetings, documentation, and review of initial data (internal/external)	4

Estimated Equipment/Software Costs					
One Time Costs					
Equipment	Purpose	Cost	QTY	EXT Cost	
Sonicwall TZ350 with 3year extended support	Basic firewall	\$1,543.00	1	\$1,543.00	
Unifi Switch 8 PoE	POE Switches for satellite locations	\$238.80	2	\$477.60	
Switch Enterprise XG 24 with 5 year warranty	POE Switch for main site	\$1,856.00	1	\$1,856.00	
Yubikey 5c NFC FIPS	USB Security Devices	\$102.00	30	\$3,060.00	
Annual Costs					
Microsoft 365 Government G5 Licensing (annual, can be paid monthly as well)	Includes Defender for Endpoint and O365	\$660.00	30	\$19,800.00	
				Subtotal	\$26,736.60
				Shipping	\$0.00
				Total	\$26,736.60

Notes

M365 G5 will replace the existing licenses and combine them into one license per user that includes everything in G3 plus Defender for Endpoint and O365: <https://www.microsoft.com/en-us/microsoft-365/government#see-plans>



Managed Service Option

BytaGig Managed Service Plan includes:

- Network alert monitoring
- Network management
- Network Performance reviews
- Monthly network patch updates
- Windows Update Management
- Web Host Management
- Spam Filtering
- Unlimited Remote Helpdesk Support
- IT Vendor Management (such as Internet, printer, and web service providers)
- After hours emergency support
- IT documentation
- Backups, restore testing and monitoring
- Quarterly security penetration testing
- Onsite support rate = TBD

Total Monthly Cost **\$ 6,000.00**

**Ad/hoc support hourly rate:* *\$172.00*



Prepared by: Mike Maslin

April 7, 2023



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History of Miles Technologies

Founded in 1997, Miles Technologies is a leading provider of business technology solutions to all types and sizes of businesses. Headquartered in Lumberton, New Jersey with technical and onsite representatives across the country, Miles Technologies services the computer consulting needs of over 2,000 clients nationwide and employs over 400 full-time professionals.

Since its inception by Chris Miles at the age of 26 with no outside capital, Miles Technologies has grown from an organization focused solely on providing unparalleled IT services support, to offering a complete range of highly customized technology consulting services to companies from nearly every industry. Miles Technologies is known for a combined knowledge of both business and technology, and expertise in integrating the two together in order to improve productivity and efficiencies for its customers.

Today Miles Technologies is a highly liquid New Jersey S Corporation, solely owned by Christopher F. Miles. Miles Technologies is profitable, carries little debt and has no outstanding loans or mortgages. Miles Technologies, being a privately held company, is not required to publish their financials, however, if additional information or clarification is required please feel free to contact our Chief Operating Officer, John Bialous.

Miles Technologies' consultants are experts in areas such as advanced business systems integration, information security, online marketing & public relations, and website development. In an effort to bring innovative technologies to its customers, Miles Technologies has established partnerships with Cisco, Citrix, Google, Microsoft, Oracle and Intuit, among others. By partnering with these top-notch companies, Miles Technologies is able to provide technology and buying power that may not be directly available to most businesses. As a complete solutions provider, Miles Technologies is able to provide its clients with a single, tightly integrated system developed by the same team of skilled engineers from end-to-end. This "single source" approach saves Miles Technologies' clients time and money they would otherwise spend searching for multiple vendors to provide individual services. Awards repeatedly garnered by Miles Technologies include:

- Inc. 5000
- Philadelphia 100
- Deloitte Technology Fast 50
- New Jersey's Finest
- South Jersey 25
- 1st Place! 2013 & 2015 Philadelphia Business Journal Best Places to Work

Customers have described Miles Technologies as a "valuable resource of innovative solutions" delivered by a "professional, creative, and very accommodating" team. Miles Technologies is fiercely dedicated to delivering exceptional high-tech services, and committed to providing a true return on investment for its customers.



MILES TECHNOLOGIES' MISSION STATEMENT

To provide highly customized, groundbreaking technology solutions that further our customers' business goals and objectives. To be elemental in the 'Idea Cycle' – from Vision, to Design, to Development, to Implementation. To be responsive. To 'Get It Done.' To experience continued growth and profitability while providing rewarding and forward thinking careers.

MILES TECHNOLOGIES' MOTTO YOU REQUEST. WE RESPOND. IT GETS DONE! OUR TEAM

As Chief Executive Officer and President of Miles Technologies, **Chris Miles** has assembled a high-integrity team of over 450 specialized business and technology professionals, including:

- **John Bialous**, Chief Operating Officer
- **Dan Carpenter**, President, IT Services
- **JP Lessard**, President, Software Services
- **Brian Bartlett**, Vice President, IT Services
- **John Horner**, Vice President, Software Consulting
- **Fran Desmond**, Vice President, Business Software Solutions
- **Ryan Armstrong**, Vice President, IT Support Services

Nationwide and International Support

Miles Technologies specializes in providing managed IT services to companies across the country. In addition to our "remote services" facility located in Lumberton, NJ (8 miles east of Philadelphia, PA), Miles Technologies maintains a fully operational office in Clifton, NJ (8 miles west of New York City) as well as full-time employees working remotely in Miami, FL, Tampa, FL, Atlanta, GA, Washington, DC and Boston, MA. In addition to the 400+ full time employees scattered across these areas, Miles Technologies maintains a part time staff of more than 200 part time employees to provide "boots-on-ground" support. Once engaged in a managed services plan with Miles Technologies, over 95% of all support work is performed remotely as this is the fastest, most efficient means of support. In the rare occasion that onsite support is required, an employee from our Miles OnSite Support (MOSS) team is dispatched. In all cases, regardless of the onsite team member being a full or part time employee of Miles Technologies, they are always managed by a dedicated support team member located in the Miles Technologies remote services facility. Miles Technologies has made the decision to utilize part-time employees to provide "as needed onsite support" in geographical areas that do not require a full time employee. This same method of support is also utilized for our customers that maintain international operations.



Partnerships

Miles Technologies tries to remain vendor (hardware and software) agnostic to provide the recommendations that are always in the best interest of the customer. Remaining neutral allows us to evaluate and recommend products based on how they will positively (or potentially negatively) affect our customer, and it puts added responsibilities on the Miles Technologies engineering team and product specialists to ensure we remain on top of the “technology curve.”

Notwithstanding the hardware and software neutrality policy, Miles Technologies inventories a significant amount of product, allowing us to respond to emergencies without having to rely on product availability or hours of operations from any of our distributor partners. Products stocked at Miles Technologies are industry-standard technology solutions and include Hewlett-Packard, Cisco, Microsoft, Datto and many others.

Miles Technologies maintains ongoing relationships with many of the national distributors including Tech Data, Ingram Micro and CDW. Tech Data, one of Miles Technologies’ largest suppliers of hardware and software products, maintains a large distribution warehouse 25 minutes south of the Miles Technologies corporate headquarters, making it convenient to obtain additional equipment on a moment’s notice.

Why Miles Technologies?

IT support services are provided by literally 1000’s of companies across the United States, ranging from the individual working out of their garage to franchise businesses. The small IT services companies and sole proprietors have significant limitations on their ability to respond quickly to customer emergencies as a direct result of a lack of manpower. Often times they are unable to correctly address complex technical issues that span multiple network platforms and/or technologies, because a single individual can’t possibly know everything there is to know in an industry characterized by rapidly-changing technologies. The franchise type of service provider is, in many ways, similar to the small service provider as they typically have small locations scattered around the geographical areas they cover. In addition to the potential lack of manpower, they are also subject to corporate overhead and directives which may hinder their ability to be flexible in the products and services they offer, which can ultimately affect the design of a solution. Miles Technologies, on the other hand, is perfectly positioned to provide the exact services necessary always to be Port of Astoria’s best option with regards to your ever-evolving technology needs.

More specifically, what makes Miles Technologies unique in the technology consulting, design and outsourced IT services industry include the below items:

- ❖ Independently owned - Provides the flexibility to offer the products and services that are in the best interest of the customer



- ❖ Staffing - Miles Technologies employs over 400 full time employees and over 200 part-time employees to provide coverage in all geographical areas that our customers have support needs.
- ❖ Expertise - Miles Technologies ensures that all hires have been properly vetted and have the necessary skill set to be successful as a Miles Technologies consultant. To further this level of expertise, Miles Technologies dedicates a support team to each industry-specific vertical to insure the support our customers are receiving is being handled by a professional consultant that, not only understands technology at a high level, but also understands the specific needs associated with the customer's industry, and requirements with regards to industry-specific software applications and industry compliances. The support teams specialize in industry verticals including:
 - Medical and Healthcare
 - Legal Services
 - Financial and Insurance
 - Professional Services
 - Government and Non-Profit
 - Manufacturing
 - B2B Products and Service
 - Transportation and Distribution
 - Entertainment and Hospitality
 - Real Estate
 - Education
 - Retail and Consumer Services
 - Science and Research
- ❖ Structure – Miles Technologies builds internal teams to perform specific tasks. As in our support team (as defined above) where a team is dedicated to specific industry verticals for support issues, there are also defined teams that handle other aspects of technology needs and requirements, including:
 - Project teams dedicated to the completion of a project defined by a specific scope of work. All projects are fixed fee based on that defined scope of work
 - On boarding team that is dedicated to the setup and on boarding of every new Miles Technologies managed services customer
 - Security team that is dedicated to ensuring that the proper internal security policies are in place as well as handling specific customer security audits, including social, physical and internal penetration testing.
 - Engineering team dedicated to designing complex solutions to solve our client's specific issues.
- ❖ The team concept allows the teams to concentrate on their specific tasks. Your support team is never taken away from performing their primary responsibility because they are tied up on a project. Support is support, projects are projects, on boarding is on boarding, etc.



- ❖ Divisional Support – In addition to IT, Miles Technologies has a business software development division that specializes in writing groundbreaking applications utilizing current programming platforms and standards (<https://www.milestechnologies.com/software>) . In addition, Miles Technologies has a Web Design division that develops beautiful, relevant websites giving companies a digital presence in today’s marketplace. (<https://www.milestechnologies.com/website-design-development>). Lastly, Miles Technologies can perform marketing functions through SEO, Pay Per Click Advertising, Email Marketing and other marketing functions (<https://www.milestechnologies.com/marketing-agency>). Cooperation between the Miles Technologies divisions offers a full one-stop shop service to meet all of our customer’s technology needs.

Qualifications - Miles Technologies

Miles Technologies employs 500+ full-time professionals. At the current time, 200+ full time employees are dedicated to the Miles Technologies IT Division. Our staff is highly qualified and continually acquires new education and certifications to ensure we are bringing our customers the latest technologies with maximum expertise. We carefully assemble a team of specialists to complete each project from start to finish. Customers receive regular updates from the team as well as through our customer portal. The staff at Miles Technologies is highly responsive to customers’ needs and is dedicated to providing technology solutions that are reliable, accurate, and effective.

With few exceptions, our technology professionals on staff have multiple certifications covering multiple disciplines. In addition, Miles Technologies maintains an in-house Miles University where continuing education classes are regularly held. A partial list of certifications and training held by our staff include:

1. VMware
 - a. VCA
 - b. VCP4
 - c. VCP5
2. Microsoft
 - a. MCP (Microsoft Certified Professional)
 - b. MCSA (Microsoft Certified Systems Administrator)
 - c. MCSE (Microsoft Certified Systems Engineer)
 - d. MCTS (Microsoft Certified Technology Specialist)
 - e. MCITP (Microsoft Certified IT Professional)
 - f. MCBMSS (Microsoft Certified Business Management Solutions Specialist)
3. Cisco
 - a. CCNA (Cisco Certified Network Engineer)
 - b. CCNP (Training via the Cisco Networking Academy)



- c. CCDA (Cisco Certified Design Associate)
4. WatchGuard
 - a. WCSP (WatchGuard Certified Systems Professional)
5. Citrix
 - a. CCA (Citrix Certified Administrator)
 - b. CCEA (Citrix Certified Enterprise Administrator)
6. Security
 - a. Security+
 - b. CISSP (Certified Information Systems Security Professional)
7. Acronis
 - a. ACE (Acronis Certified Engineer)
8. Salesforce
 - a. PRN-201 Partner Administrator

Proposed Approach and Solution

All Miles Technologies managed services plans are broken down into two specific components. The first component is the implementation or on boarding project. The second component is the day-to-day managed services. A description of both is indicated as follows:

Managed Services Implementation Process

Every customer transitioning to a Miles Technologies managed services plan begins with an "Implementation" project. This is regardless of how IT support is currently being performed. The implementation project is designed to make a smooth transition to Miles Technologies' managed services. The method of takeover depends on the situation at hand as there are three basic scenarios:

- ❖ **Inform, Prepare, Takeover** - This option assumes an amicable relationship exists between the departing IT provider/personnel and the organization. This plan involves informing the existing IT team in advance of stopping their support services. This allows Miles Technologies to utilize them as an information resource prior to providing support services to end users. This is the most seamless of transition options. The timeline will be based on multiple factors including the size of the infrastructure, current concerns regarding support services, etc.
- ❖ **Prepare, Takeover, Inform** - If concerns exist about the reaction to the decision to change support providers, this may be a better transition option. The first step is to covertly gather information regarding the environment prior to the actual takeover. This information gathering would be done without the assistance of the existing provider. On a predetermined date, a lockdown will be executed removing the previous provider/personnel, at which point they can be informed of the transition decision. After the takeover, information gathering will continue to occur as some information cannot be collected until we are accessing the systems.



- ❖ **Immediate Takeover** - At times it may be necessary to perform an immediate takeover. In this emergent situation, support will begin immediately and any lockdown steps will be handled over the course of the on boarding process.

Regardless of the option there is always a series of steps required to complete the on boarding. Though the order of the steps may vary based on the situation, the steps remain the same as follows:

- Onsite visit
- Agent Rollout and Info Gathering
- Antivirus, Web-Filtering, Spam-Filtering
- Initial Basic Security Assessment
- Lockdown
- Backup Verification
- Third party service migration
- Full Network Assessment
- Network Diagrams
- Technology Planning Documentation
- Internal Review
- Customer Review and Recommendations

Specific details of the the five phases of the managed services implementation are as follows:

Phase I – Network Lockdown

This is being performed to ensure that all IT Systems are properly secured after a transfer of IT responsibilities to a new organization. Steps include:

- All domain administrator account passwords will be reset (audit will be performed to confirm dependencies for services or tasks)
- Domain registrar account credentials will be reset and any 3rd-party IT support provider will be removed as an entity with permitted access. Miles Technologies will be added as an entity with permitted access.
- Any 3rd party identified services will have credentials reset (conditions permitting) and/or include the removal of any unauthorized entity and the inclusion of Miles Technologies as an authorized entity.
- All network equipment (specifically public facing) will have passwords updated and any ACL (Access Control Lists) updated to remove existing IP address space and/or updated to include only Miles Technologies IP address space.
- Milesvision Agents will be deployed and subsequently all remote access software (i.e. GoToMyPC, TeamViewer, LogMeIn, etc.) will be sought out and either removed or reset if employees are currently using this tool.



Phase II – Agent Rollout & Information Gathering

This will be performed during/after the network lockdown. Miles Technologies utilizes lightweight, secure agents installed on each covered machine. These agents enable the team to gather information on the machine and to quickly access computers experiencing issues. The agents are also used to monitor the availability and performance of the systems. The agent installation is silent and does not interfere with the user.

- Agents will continue to be rolled out on the network to the existing equipment (servers, workstations, laptops).
- Storage Appliances (SAN/NAS) will have credentials reset (as needed) and will have the configuration thoroughly documented.
- The network will be mapped out and cataloged. Each piece of equipment will be identified and labeled with relevant specifications of the device.
- An inventory of installed software will be registered.
- Devices will be tagged for asset control. All equipment will either be tagged electronically through the agent rollout or with a physical asset tag.

Phase III – Deployment of Antivirus, Spam Filtering, Web Filtering, and Patch Updates

In order to provide additional security mechanisms to protect your IT infrastructure, several steps will be followed and solutions included with the managed services plan will be deployed.

- Antivirus software that is either managed by a previous provider or not managed in central location will be removed. Vipre Business antivirus will be deployed to all workstations and servers in the environment.
- If there is no SPAM filter in-place, Miles Technologies' Barracuda SPAM filtering solution will be deployed.
- OpenDNS web filtering will be deployed to each location to prohibit users/viruses from navigating to malicious websites. An OpenDNS agent will be installed to help protect workstations in the same manner while outside of the office.
- Initial Windows Updates will be pushed and installed onto workstations and servers via our Miles Agent. Agents will be configured to push the latest patches during an identified maintenance window. This will keep systems up-to-date to protect against any vulnerabilities that may exist.

Phase IV – IT System/Security Review



The IT systems reviewed focuses on nine (9) specific areas including Network, Servers, Backup Systems, User Devices, Software , Security, Vendor/Contracts/Expirations, How Users Work and Documentation/Process/Policy.

Additional details per area include:

IT System Areas	Sub-Category
Network	MDF/IDF, ISP, Edge Switching, Firewall, VPN, Network Equipment, Network Subnets, Wireless & UPS
Servers	Physical Servers, Virtual Hosts & Virtual Servers
Backup Systems	On-premises & Cloud
User Devices	Specifications
Software	General Overview
Security	General Security, Network Security, User Credentials & Encryption
Vendor/Contracts/Expirations	Cost/Value, Reputation, Support/Warranty & Domains
How Users Work	Configuration, File System, Software System, Communication Tools, Devices & Working Remotely
Documentation/Process/Policy	Documentation, Process & Policy



Phase V – Systems Review and Recommendations

An in-depth review of the IT Systems in use will be performed. The goal of this phase is to find any recommendations that can lead to a more effective system configuration, resulting in higher efficiency and/or stability. The results are first provided in an executive summary format. This is meant to cover the items reviewed and uncovered from a high level. This section includes overall review results, the top five positive items about the current system, and the top five areas that require attention. From there, the report is broken down by each section, providing a summary, a score of the particular area, and a listing of all items that require attention. Each recommendation or attention area will include a priority. See the below definitions for the priority levels.

- Priority 1: If not configured properly, this item **is** a hazard to the environment's stability, availability, and/or recoverability
- Priority 2: If not configured properly, this item **could become** a hazard to the environment's stability, availability, and/or recoverability
- Priority 3: This item can increase the **effectiveness** of the users and the environment

Managed Services Support Overview

The Miles Technologies managed services plan as described below includes unlimited remote and onsite support to properly support and maintain the Port of Astoria network infrastructure and user base. Miles Technologies provides managed IT services at a fixed monthly fee based on a defined infrastructure and user base count. This fixed fee is inclusive of all support, including all necessary site visits required to properly maintain the network. This provides the Port of Astoria with the true understanding of predictable monthly costs associated with maintaining their network. The goals and objectives of Port of Astoria and Miles Technologies remain in full alignment with each other.

The full Miles Technologies managed services plans are broken down into five categories. These categories and a broad overview of inclusions with each category are as follows:

IT Strategy

- Strategic Planning and Consulting from Client CIO that works with you & understands your business
- Monthly Reports detailing support activity, maintenance and recommendations
- Annual Business Solutions & Assessments providing network diagrams, asset reports, & opportunities
- Asset Management identifying computer/network equipment, specs, licensed software & expirations

Unlimited Remote and Onsite Support

- Miles IT Services Support Team assigned to your business. They understand your



- organization's business objectives
- Support for all business computing equipment for your staff: workstations, laptops, tablets, smartphones
- Escalation to other vendors for vendor-specific issues
- Minor Adds/Moves/Changes (items that don't require project management/coordination and only take minutes not hours)

How To Questions Answered

- Increased productivity for your company
- More effective usage of technology

Security

- Operating System Patch and Service Pack Management to provide enhanced protection and latest software updates
- Basic Security Assessments along with recommendations to address any vulnerabilities
- Advanced Malware protection through agent software and web-filtering
- Anti-Virus/Anti-Spyware Software for protection against malicious software

Proactive Services

- 24X7 Server Monitoring & Alerting enabling proactive service & reduction in downtime
- Performance Monitoring & Reporting enabling proactive maintenance of systems
- Preventive Maintenance and Performance Optimization to ensure efficient operation of systems
- Backup Log Monitoring to ensure that backup jobs are running as scheduled
- Spam Protection to substantially reduce unsolicited and unwanted email in your inbox

All Miles Technologies managed services plan support is provided by a dedicated, industry vertical specific support team. The team consists of:

- ❖ Client CIO – this is the individual that is your primary management level contact that is responsible for strategic planning and consulting, asset management support and ongoing communications of support tasks, resolutions, etc.
- ❖ Support Manager – this is the individual that ensures that every support task is addressed within our guaranteed 1-hour response time. In most cases, during standard hours (see below) tasks are addressed immediately as a result of how tasks are handled internally by our support teams.
- ❖ Lead Support Technician – this is the primary technician assigned to your account and is responsible for ensuring that the account information remains updated. This individual will also be the person that attempts to handle support tasks as entered.
- ❖ Support Team – this is the remainder of the support team. The total number of team



members for any support team is 7 to 10. Before workload gets to the point that it could affect response times a new team will be introduced and new customers associated with that specific vertical will be assigned accordingly.

- ❖ Support requests coming in from a managed services customer can be entered in four specific means:
 - Telephone – Dial 856-439-0999 to reach our team at any time. The customer’s telephone numbers are associated with our ERP system so an incoming call is recognized and immediately forwarded to everyone on their specific support team. If a call comes in from an unrecognized number the auto attendant will ask if you are a managed services customer and if so to enter the primary business telephone number. Based on that the call will be appropriately forwarded and the incoming call in number will be assigned to the account so it will be recognized immediately on any future calls.
 - Email – Miles Technologies will set up a specific email address using Port of Astoria @companydomain.com domain name (helpdesk@companydomain.com, support@companydomain.com or similar). If the task is emailed in it will be forwarded to the specific support team for immediate attention
 - Web Portal – Miles Technologies has a customer portal on its website that allows the customer to log in and fill out a support ticket. This ticket is then forwarded directly to the support team
 - Taskbar Icon – every desktop will have an agent installed allowing for remote access. This agent places an icon on the taskbar that provides a menu that includes support. The support form is filled out and submitted where it is received by the specific support team for immediate attention.

Support is handled in the same way regardless of the location of the customer’s specific need. The specific sequence for a task submitted during standard hours is as follows:

1. A task comes in and is posted on the desktop of the support team
2. Your team primary support technician attempts to take the task. If unavailable, another support team member will take on the task
3. The support manager continuously monitors tasks to ensure they are being handled quickly and resolved in an expected timeline. If resolution is not made within the expected time (time is based on the task type) the support manager will step in to provide assistance and escalation if necessary.
4. When the task is “checked out,” an email is sent to the customer informing them that the task is being worked on and who the assigned Miles Technologies technician is.
5. Upon completion of the task an email is sent to the individual that submitted the task indicating the task has been completed.
6. In the event that the task cannot be resolved as a remote session, an onsite visit will be scheduled and someone from the Miles OnSite Support team (MOSS) will be dispatched. When the technician arrives on site they immediately contact the technician that is



responsible for the task. At that point the responsible technician will direct the onsite technician on what needs to be done. The onsite technician never goes on site to triage an issue or work unassisted.

Overview

Port of Astoria currently uses a SonicWall firewall, would like to upgrade and requested a proposal from Miles Technologies to provide a replacement proposal for a Security Appliance with a 36-month 24x7 Support Agreement. Also included in this proposal is general pricing for MFA enrollment. Port of Astoria will provide Miles Technologies with a full config transfer file for each appliance.

Business requirements / expected benefits of this solution:

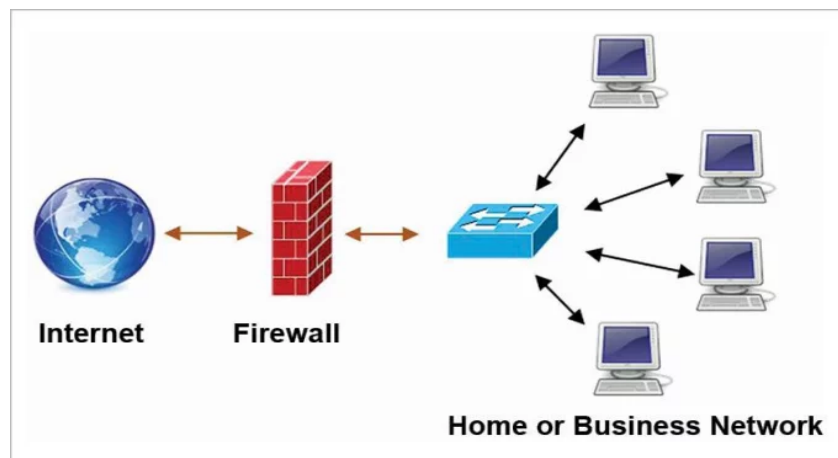
- Advanced Threat Protection
- Intrusion Detection and Prevention
- Meet the highest security standards Miles Technologies recommend and meet compliance
- Client VPN for Remote Connectivity / Access
 - SSL VPN for remote users if required

Technical Requirements:

- VPN for remote users would need Multi-Factor Authentication (MFA) setup
 - DUO: Self enrollment of MFA - \$3/ user / month
 - Training for a Class (Optional)
 - \$350/ Class one time (Optional)
 - \$45/ User one time (Optional)

Background Information

As the name implies, network 'firewalls' provide a barrier between threats (malware, hackers, etc.) and things of value (corporate data, uninterrupted operations, etc). Traditionally, firewalls take the form of hardware devices though now they are also available in 'soft' forms as well for use in virtual and cloud environments. They are installed at the outermost perimeter of the local network that they protect.



Firewalls work by examining all of the traffic that flows through them, in both directions, and applying a set of programmable rules. As the threat environment has become more complex and dynamic, even entry-level firewalls have evolved into fast, flexible devices which can adapt (multiple times per day if necessary) as new threats are discovered.

We believe that no single security solution offers organizations complete protection. A layered defense is recommended including at least:

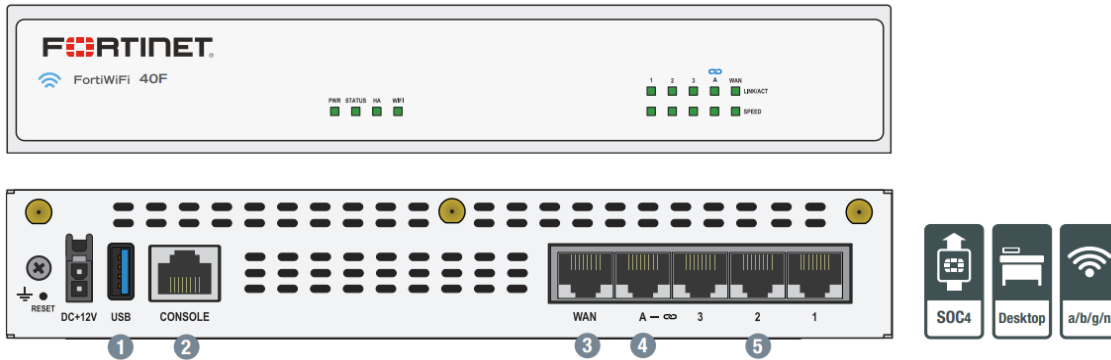
- A firewall at the network perimeter
- A modern antivirus / anti-malware solution on endpoint workstations and laptops
- Outbound traffic filtering, such as Cisco Umbrella (formerly OpenDNS)
- End user training

All these layers are important, including firewalls which are the subject of this proposal.



Proposed Solution

Miles Recommended Solution



FortiGate 40F firewall with Fortigate Client VPN

First Bank of Uvalde has recommended the Fortigate 40F firewall to protect the (2) branch locations and facilitate VPN connection for any remote workers if needed. The Fortigate 40F firewall delivers advanced security by tightly integrating a comprehensive set of next-generation firewall technologies, including application profiling, intrusion prevention, web filtering, malware and advanced threat protection at a competitive price.

In addition, the Fortigate 40F firewall combines highly resilient VPN technology with intelligent traffic management and WAN optimization capabilities. This lets you reduce line costs, increase overall network availability, improve site-to-site connectivity, and ensure uninterrupted access to applications hosted in the cloud.

Security features include:

- Advanced Threat Protection
- Botnet and Spyware Protection
- Intrusion Detection and Prevention
- Denial of Service (DoS) and Distributed Denial of Service (DDoS) Protection
- Malware Protection
- SSL Interception
- Stateful Deep Packet Inspection Firewall

Many other non-security related features are also included and are described in detail [here](#) or click [here](#) for a complete matrix of FortiGate firewalls and specifications.



Preliminary Scope of Work

Below is a preliminary scope of work which illustrates our intended approach to this project and which is the basis for our proposed price. This is preliminary because our talented and experienced project team may identify improvements as they are creating the detailed project plan. See the "An Important Note" section below for more details.

As part of this project, Miles will:

1. Consult with you to collaboratively specify any application, user, time of day, or URL/content category specific restrictions which need to be implemented in the firewall
2. Initial setup and configuration of the new firewall outside of the production environment
 - a. The goal of this step is to have the device configured as much as possible before it is actually put in production
 - b. Configuration of all subscription services to the Miles standard (aimed at preventing malware)
3. Onsite firewall installation and testing in production.
4. Configure standard reporting per Miles standards
5. Post installation support including firewall rules adjustment as necessary
6. Conduct an external vulnerability scan on public IPs related to this project. There is no charge for this service
7. Update all network diagrams and asset information for future projects and support considerations as applicable.
8. Update MAP changes if needed

Assumptions & Caveats

1. The timelines on this document assume responsiveness by all stakeholders including 3rd party vendors, hardware/software providers, customers, etc.
2. Project timeline may be affected by hardware availability and shipping times as a result of current supply chain constraints
3. Initial device configuration will be completed during normal business hours
4. Firewall replacement can be scheduled for late in the day to minimize disruption



5. During the time when firewall changes are being performed and tested, internet connectivity will be affected.
6. All affected workstations/laptops are running supported operating system versions.
7. A VPN with SSL for secure encrypted connection can be set up.
8. First State Bank of Uvalde will provide a full config transfer file for Miles to use during implementation.

Timeline

3-4 weeks after the date the project solution is approved. Timing may change based on availability

Cost

(plus tax, shipping, and handling)

One-Time Project Cost

One-Time Project Cost Summary	
Miles Technologies Labor	\$1,495.00
Software & Materials	\$1,987.00
TOTAL	\$3,482.00

Software & Materials Cost Details

FIREWALL / VPN			
Standard Firewall/VPN - Fortigate			
Fortinet FortiGate 40F - Security appliance	1	\$610	\$610
3 Year 24x7 FortiCare and FortiGuard Unified (UTM) Protection for 40F (24x7 Comprehensive Support, Advanced Hardware Replacement (NBD), Firmware and General Upgrades, VPN, Traffic Management, UTM Services Bundle	1	\$1,377	\$1,377
TOTAL			1,987.00



**The provider/manufacturer may change their fees in the future*

Next Steps

If you have any questions about this proposal, please let your Senior Technology Advisor know before approving the project. It is best for everyone if this document is clear and provides a complete, high level description of the work to be performed.

If this proposal looks good, let your Senior Technology Advisor know and we will get started! Here are the next few steps:

- We will send you an electronic approval request (email) containing a link to your Miles Customer Portal. From there, you can 'click to approve' this project.
- Within 1 business day of your electronic approval, a Project Manager will be assigned to this project. Their initial tasks include creating a project plan, assigning and scheduling resources, and coordinating with you. You can expect an initial contact from your Project Manager within 2 business days of your electronic approval, even though project planning may not be complete at that point.
- For the duration of the project, your Project Manager will be your primary point of contact for project specific information and coordination. Your Senior Technology Advisor is always available and happy to help as well, but your Project Manager will generally have the most up to date project specific information.

As always, if you have any open questions at all, please let your Senior Technology Advisor know about them.

Why This is a Project

This solution is an add/move/change that requires project management, project team specialists, and will take hours instead of minutes to complete. The team members performing this work are different from those that provide daily IT support. This solution will take time to properly plan, communicate, test, and implement. These are the reasons this work will be handled as a project as it will lead to a successful implementation.

The Miles standard support plans include unlimited remote and onsite support; if it worked yesterday, we'll make it work today. It also includes numerous other services including



strategy and consulting, proactive maintenance and monitoring, agent software costs for endpoint security, backup monitoring and monthly checkups, add/moves/changes that take minutes, etc. If you feel this project should be included with your service plan, please let us know.

An Important Note

At Miles Technologies we have a dedicated project team that implements hundreds of solutions over the course of a year. This group consists of implementation experts for almost all areas of information technology. As the first step in this project, these experts will expand upon the analysis already performed to ensure all technical and strategic items have been considered. This is done while they are putting together the detailed step-by-step plan that will be followed to complete the work. It is possible that changes will be uncovered during this planning that could affect the scope of work or the cost. If these changes affect your desire to proceed with the project, all invoices associated will be credited.

General Notes

- CONFIDENTIALITY: The above and enclosed data, configuration, and prices are confidential and proprietary to Miles Technologies. All or any part of the above and the enclosed shall not be released to any third party. Copyright and all rights are reserved by Miles Technologies.
- All hardware and software products are subject to availability. Product make, model and prices are subject to change. All merchandise is subject to manufacturer's warranty terms and conditions unless specified otherwise.
- Due to the global supply chain crisis, many of our vendors no longer allow returns after the order has been placed. As such, we are unable to provide a return once the order has been placed, regardless if the equipment has been delivered.
- We strongly recommend the use of Antivirus and Antimalware Software on all servers, PC's and laptops. Ask for options available.
- Shipping charges will apply for merchandise purchases on behalf of our customers.
- It is the customer's responsibility to obtain software legally and in accordance with the licensing agreements for each software title.
- Items on this estimate that appear with a blank or zero in the quantity are not included in the estimate totals and are shown for supplementary or optional purposes.



- Invoices for services rendered will include applicable sales tax.
- Capital improvement project materials may not be taxable in your state. If you are making a capital improvement, please contact your accountant and/or your state tax department to determine if your purchase can be classified as a capital improvement. Miles will require the state specific capital improvement sales tax form in order to not charge sales tax. Please note that labor is not included in the capital improvement exemption.
- The "Important Note" section includes a mention about the availability of a credit if changes result in the customer stakeholder no longer wanting to continue with the work. After the detailed plan has been sent and the work started, the credit mentioned in this section is no longer applicable.
- Building and construction permitting laws vary widely from state to state and municipality to municipality. The requirement to obtain necessary building permits is the responsibility of the customer. Miles Technologies will investigate state and local permitting requirements, if requested by the customer, and all costs associated with obtaining necessary permits are the responsibility of the customer and will be invoiced separately as a project change order.
- If this work is not approved and then must be done due to a system failure or outage, the appropriate portion of the completed work will be billed, and the cost will be higher due to the emergency response which requires increased labor.
- This estimate expires 30 days from date of creation unless a specific expiration is stated.

**STRATEGIC RESERVE FUND
GRANT AGREEMENT**

Project Name: Central Waterfront - Wetlands Mitigation Bank Feasibility Study

Project Number: 21-23-715-K

Recipient: Port of Astoria

This grant agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Oregon Business Development Department (“OBDD”), and Port of Astoria (“Recipient”) for financing the project referred to above and described in Exhibit A (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes Exhibit A – Contact Information, Project Description and Project Budget Pursuant to ORS 285B.266 (the “Act”) and OAR Ch. 123, Div. 090, OBDD is authorized to enter into grant agreements and make grants from the Strategic Reserve Fund.

SECTION 1 – KEY TERMS

The following capitalized terms have the meanings assigned below.

Costs of the Project: \$100,000.

Grant Amount: \$90,000.

Project Completion Deadline: 31 August 2024

Project Close-Out Deadline: 90 days after the earlier of the actual Project completion or the Project Completion Deadline.

SECTION 2 – FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Conditions to Closing. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

SECTION 3 – DISBURSEMENT

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form.
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminate on the Project Close-Out Deadline.
- C. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

- (1) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Strategic Reserve Fund and any implementing administrative rules and policies.
- (2) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (3) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (4) The OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OBDD's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OBDD is contingent on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.
- (5) There is no Event of Default.
- (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 – USE OF GRANT

The Recipient shall use the Grant only for the activities and budget described in Exhibit A. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project. The Recipient may not use the Grant to cover costs scheduled to be paid for by other financing for the Project from another State of Oregon agency or any third party, nor to reimburse any person or entity for expenditures made or expenses incurred prior to the execution of this Agreement or to retire any debt.

Any Grant money disbursed to Recipient, or any interest earned by Recipient on the Grant money, that is not used according to this Contract or that remains after the Project is completed or this Contract is terminated shall be immediately returned to OBDD, unless otherwise directed by OBDD.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1.
- B. Organization and Authority.
 - (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.

- (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
 - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. Tax Compliance. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue under ORS 305.620.
- F. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, including land use or zoning, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Public Notification. Recipient will reasonably acknowledge in some public fashion, such as in public statements, that the Project was funded in part with Oregon State Lottery funds administered by Business Oregon. OBDD may provide signs and marketing material.
- C. Compliance with Laws. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- D. Financial Records. Recipient will keep proper books of account and records on all activities associated with the Grant, including, but not limited to, invoices, cancelled checks, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until six years after the Project Close-

Out Deadline or the date that all disputes, if any, arising under this Contract have been resolved, whichever is later.

- E. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Project. The Recipient shall supply any Project-related information as OBDD may reasonably require.
- F. Economic Benefit Data. The OBDD may reasonably require Recipient to submit, within the time specified by OBDD, specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, until six years after the Project Close-Out Deadline.
- G. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- H. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified

by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

- I. Disadvantaged and Emerging Small Business. ORS 200.090 states public policy is to “aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses.” OBDD encourages Recipient, in its contracting activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic & Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at:
<https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- J. Continued Tax Compliance. Recipient shall, throughout the duration of this Contract, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state.

SECTION 7 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant amount, payment of interest earned on the Grant amount, and declaration of ineligibility for the receipt of future awards from OBDD. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon OBDD’s demand. OBDD may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. OBDD reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

SECTION 9 - TERMINATION

OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in Oregon State Lottery revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. The program used to fund this Contract fails to receive sufficient funding to make payments under this Contract.
- D. There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Contract is no longer eligible for funding.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum: Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. Promotional Use of Recipient Information. Recipient agrees that OBDD may use Recipient and information provided to the OBDD by Recipient in the promotion of OBDD's programs and services. The following typifies, but does not limit, the information OBDD may use in its promotion(s): business name; private lender name; general description of the Project; total Project cost; amount of the Grant; projected number of jobs created / retained as a result of the Project.
- N. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department

PORT OF ASTORIA

By: _____
Melisa Drugge, Business Services
Director

By: _____
Matt McGrath, Deputy Director

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - CONTACT INFORMATION, PROJECT DESCRIPTION AND PROJECT BUDGET

OBDD

State of Oregon, acting by and through its
Oregon Business Development Department,
775 Summer Street NE Suite 200
Salem, OR 97301-1280

Contract Administrator: Heather Stevens

Telephone: 971-719-6099

Email: heather.stevens@biz.oregon.gov

Recipient

Port of Astoria

422 Gateway Ave, Suite 100
Astoria, OR 97103

Contact: Matt McGrath

Telephone: 503-298-0909

Email: mmcgrath@portofastoria.com

Project Description:

Recipient shall, with the assistance of licensed professional consultants, complete a wetland mitigation bank feasibility study for the Central Waterfront Area. Study will be used to draft a compensatory mitigation strategy and to conduct a non-wetlands compensatory mitigation search for sites within the industrial park.

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Central Waterfront - Wetlands Mitigation Bank Feasibility Study	\$39,000	\$4,333
Draft Mitigation Strategy	\$11,000	\$1,222
Non-Wetlands Compensatory Mitigation Search	\$15,000	\$1,667
Permits	\$10,000	\$1,111
Legal	\$15,000	\$1,667
Total	\$90,000	\$10,000

The Project will be completed no later than the Project Completion Deadline.



Port of Astoria
COMMISSION MEETING

<u>BRIEFING</u>	September 5, 2023 16:00	
<u>DATE/TIME:</u>		
<u>DEPARTMENT:</u>	Marina / Operations	
<u>STAFF CONTACT:</u>	Matt McGrath	
<u>TOPIC:</u>	T-Dock Power	
<u>PURPOSE:</u>		Information only
<i>Check all that apply</i>	X	Decision needed
		Follow up from previous briefing
<u>BACKGROUND & OVERVIEW OF SURROUNDING ISSUES:</u>		
<p>The Port has sought to add power to T-dock for over a decade, and has memorialized this capital project in several budgets in past years. Higher priority marina maintenance projects such as dredging and pile replacement precluded the Port from completing this project in past years and caused this capital project to be carried forward into FY 2023-24's budget.</p> <p>One of the possible "early wins" memorialized in the Central Waterfront Master Plan is the addition of power to T-dock. Adding power to this section of dock along the east side of the West Basin Marina will allow the Port to rent more-valuable powered berths for larger vessels and provide additional revenues.</p> <p>This year's budget captures the costs to begin T-dock expansion. The costs estimated during the budgeting process (\$60,000) are those that get power from Pacific Power to electrical and ground work needed to shore-side infrastructure to prepare T-dock for future expansion. These costs do not include running lines and power to the dock itself, rather they prepare all shoreside infrastructure for expansion.</p> <p>The Port is motivated to provide this infrastructure as we have a current tenant that is looking to relocate to T-dock and will bear a significant cost to run its own power to the pedestals on the north side of T-dock. Pursuant to the sale of the Oregon Responder, Port staff has discussed the relocation of three MSRC vessels to the West Basin Marina. MSRC has demonstrated its commitment to the project by bearing the costs of the electrical infrastructure that only they will use. As the three MSRC vessels use three-phase power rather than single phase power needed for standard 30- and 50-amp hookups, MSRC is shouldering the investment costs for all electrical infrastructure, labor and permitting to run cable from the shore-side infrastructure to their vessels at the north end of T-dock. This is approximately 600 feet of electrical infrastructure and is expected to cost between \$90k and \$100k.</p> <p>To complete the shoreside portion of the project, Port staff solicited and received three bids. Port staff also received the estimate from PPL to install the transformer needed to complete the project.</p>		
<u>DOCUMENTS ATTACHED:</u>		



COMMISSION MEETING

Bids:

Wells Electrical Contracting	\$32,150
Inland Electric	\$25,890
Wadsworth Electric	\$63,757
PPL Estimate / Transformer	\$29,898

SUMMARY & FINANCIAL IMPACT:

Total cost of these project components is estimated at \$62,048. This includes the bid for Wells Electrical Contracting and the PPL Estimate / Transformer.

Subsequent to the installation of this infrastructure, the expected annual revenues from MSRC are \$37,800. Given these factors and assuming no additional maintenance costs over the next two years, this investment will pay for itself in less than two years.

Absent of the investment and commitment demonstrated by MSRC, Port staff would not be bringing this to the Commission. This is an excellent opportunity for the Port to invest in public infrastructure in order to retain a tenant that is highly valued by the Port, the community and the region.

NEXT STEPS/TIMEFRAME: *Based on the Commission's recommendation, describe the next steps required in order to bring this item to conclusion. Include the time frame for each step.*

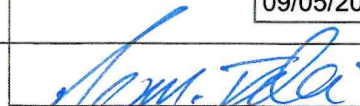
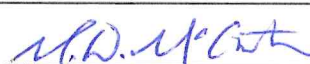


Approve the contract with Wells Electrical Contracting and begin work immediately.

STAFF RECOMMENDATION:

Approval of Wells Electrical Contracting (WEC) bid. Though Inland Electric's bid is lower, it does not include some of those components included in the WEC bid. These include permitting fees and overtime. It is staff's opinion that there are uncertainties and concerns with the Inland Electric bid that could potentially lead to numerous change orders and thus leave the Port with uncertain final costs.

REQUEST FOR EXPENDITURE

RE# 0153

S E C T I O N A	Date: 8-28-23	Department: Marina
	Staff Contact: Joe Tadei	Vendor (if determined): Wells Electrical Contracting
	Description of Product or Service being requested: T-Dock shore power installation	
	Purpose of Product or Service being requested: Provide 400 amp main service for T-dock power.	
Cost Estimate: \$32,150.00		
S E C T I O N B	1. Does this expenditure exist within the current budget? <input type="checkbox"/> No (Skip to Section C-2) / <input checked="" type="checkbox"/> Yes (Proceed) (Original Budget Amount) <input type="text" value="\$60,000.00"/>	
	2. Does this expenditure exceed \$5,000? <input type="checkbox"/> No (Skip to Section D) / <input checked="" type="checkbox"/> Yes (Proceed to Section C-1)	
	3. Will services be performed on Port of Astoria property? <input type="checkbox"/> No / <input checked="" type="checkbox"/> Yes	
S E C T I O N C	1.	
	Account # for Budgeted Item (ex: XXX-XX)	TOTAL NET OF GRANTS
		710-00
	FY 2022-2023 Budget for this Account	\$ 3,489,034 \$ 1,423,914
	Amount Spent Year-to-Date for this Account	\$ 114,230 \$ 92,466
	Amount Available to Spend for this Account	\$ 3,374,804 \$ 1,331,448
	Does this Request for Expenditure require Commission Approval (>=\$25,000)? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	
	2. If Not included in the current budget or the current budget for this account # has been spent:	
	Does this Request for Expenditure require Commission Approval (>=\$5,000)? <input type="checkbox"/> Yes / <input type="checkbox"/> No	
	3.	
If Commission approval is required, please specify date Request for Expenditure will be submitted to Commission for approval.		
(Specify date of Commission meeting when item is scheduled to be heard/approved)		
<input type="text" value="09/05/2023"/>		
S E C T I O N E	 8-29-2023	 8-30-23
	Signature of Department Head Date	Signature of Deputy Director Date
	 8-29-23	 8-29-23
	Signature of Finance Manager Date	Signature of Executive Director Date (required if cost is unbudgeted, or > \$5,000 budgeted)

(over for Quotation Analysis)

Project: T-Dock Power

Project Manager: Joe Tadei

Quotes obtained by: Joe Tadei / Matt McGrath

Procurement Method: Small procurement Intermediate procurement Request for Bid
 Sole source Emergency Request for Proposal

Solicitation Method: Verbal quotes (informal) Requests for written quotes (informal) Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information
Wells Electrical Contracting	\$32,150.00	Install 400 amp main service for T-dock power	immediate	In-depth knowledge of port electrical infrastructure.	Bid covers complete project.
Wadsworth Elec., Co.	\$63,757.97	Install 400 amp main service for T-dock power		contractor has previously performed electrical projects for the port.	
Inland Elec., Inc.	\$25,890.00	Install 400 amp main service for T-dock power		contractor has previously performed electrical projects for the port	Bid not complete; will have added costs.

Vendor selection & justification: (REQUIRED)
 Contractor has in-depth knowledge and experience related to marina electrical power systems, performs high quality of work and within budget.



Wells Electrical Contracting Inc.
42249 Bagley Lane Astoria, OR 97103
(503)338-8762 Office, (503)440-6289 Cell
Oregon CCB License #225203

Date: 8/23/2023
To: MSRC
Re: T dock shore power installation

Thank you for the opportunity to serve your construction and organizing needs. Our budgetary proposal is based on the following:

- Narrative scope provide by customer.
- Jobsite visit

New Service

- Install a new 3 phase 400 amp meter on shore.
- Install a 400 amp CT meter can near Pacific Power’s transformer.
- Install two 200 amp service rated disconnects next to the CT can.
- Install two new 3 phase 200 amp panels on shore.
- Clatsop county permit fees.

Total.....\$32,150.00

Shore Power Feeders

- Install a new GFCI monitoring station on shore.
- Monitor and shunt trip circuit breakers feeding T dock as per NEC.
- Install Stainless steel and PVC conduit rack system to create a safe path from the shore service to T dock.
- Install new type W cable runs for each of the three shore power locations. Each location is a dedicated circuit.
- Custom build each shore power location with appropriate connections for each vessel. (30A 120V, 50A 240V single phase, 60A 208V 3p)
- Each shore power location will have a local disconnect. This will ensure the receptacles are de-energized and safe to attach shore power cords. After the cord is attached the disconnect would then be energized.
- Clatsop county permit fees.

Total.....\$85,900.00

*This project will require 65% down to start the project. The remainder is due upon completion.

*This proposal excludes excavation, and costs associated with getting underground utility power from Pacific Power.

*This proposal was originally created in early may of 2023. I was asked to re-date the estimate for 8/30/2023. This new date does not change the fact that I bid this project based on cost and availability from march 2023. I do not expect any changes to be required in the design, but I just wanted to add this statement to keep the timeline documented for the estimate.

*This proposal is based on a preliminary site plan designed around the NEC's newest code articles on marinas and GFCI protection. The lack of available electrical materials has posed a challenge in designing this system. I have been working with our head electrical inspector and I feel that my design will pass the plan review phase of the permit process. The parts I am planning to use are available at this time. With that said I need to make this estimate contingent on those two factors. If the plan needs to be reworked during the plan review process, We will need to reevaluate any additional cost associated with those changes. If the material I am planning to use becomes unavailable this spring/summer, and I have to use other materials we would have to discuss those costs as well. If you have any questions, or if I can be of further assistance, please do not hesitate to call. Our pricing is valid for 30 days.

Sincerely,



Ryan Wells

Estimate Accepted by_____

Signed_____

Date_____



Industrial * Commercial * Manufacturing * Residential
WBE #3303

Physical Address: 1725 N. Roosevelt Dr, Seaside OR 97138
Mailing address: PO Box 13, Seaside OR, 97138
Phone: 503-717-9148 Fax: 503-717-4147
OR: CCB # 151632 WA: NORTHBE941BD

T-Dock Power Bid
Port of Astoria
August 23, 2023

Inland Electric is pleased to provide the following electrical pricing for T-Dock power. This price is based the narrative sent out in the RFP and site walk

Exclusions: We have excluded the following items; these are the responsibility of others to furnish and/or install.

- A). All site and grade locations
- B). All equipment pads.
- C). Provision landscaping
- D). Corrections of existing systems found to be in violation of the National Electrical Code, including systems in the ceiling not directly affected by this project
- E). Cutting, patching and repair of existing surfaces
- F). Attaching to current or future shore power
- G). PPL Fees
- H). Over time or after hours work
- I). Building permits (including city fire/life safety review and deferred submittal fees)
- J). **Excavation (to be provided by POA per job walk)**

Based on the information stated above, we propose to provide the electrical construction in a neat and workmanship like manner and per the latest electrical codes. All work based on 2020 code.

Scope:

- o Power
 - Install a 400 amp CT meter can near the Pacific Power transformer location near existing concrete pad
 - Install two 200 amp service-rated disconnects next to the CT can.
 - Install two new 3-phase 200 amp panels located on shore at the next to T-DOCK gangway.
 - Install two 2.5" conduits from disconnect panels to the new 3-phase 200 amp panels.
 - • Install proper rated wire to all components mentioned.
 - **Provide Support structures for the 400 amp service and the 200 amp panels**

Price.....\$25,890.00



Industrial * Commercial * Manufacturing * Residential
WBE #3303

Physical Address: 1725 N. Roosevelt Dr, Seaside OR 97138
Mailing address: PO Box 13, Seaside OR, 97138
Phone: 503-717-9148 Fax: 503-717-4147
OR: CCB # 151632 WA: NORTHBE941BD

CLARIFICATIONS

- **Inland Electric Inc. reserves the right to negotiate specific items of the subcontract if awarded this project.**
- **Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of raceway, fittings, wire and /or any necessary commodities significantly increase, through no fault of Inland Electric Inc., the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any significant price increase. As used herein, a significant price increase shall mean any increase in price exceeding five percent (5%) experienced by Inland Electric Inc. from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices, receipts, or other such documentation. Where the delivery of materials, components, or goods requirements under this agreement is delayed, through no fault of Inland Electric Inc., shall not be liable for any additional costs or damages associated with such delays.**
- **Inland Electric Inc. shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.**
- **Inland Electric Inc. shall not incur cost impacts due to delays associated with the plan review process or electrical permit approval.**
- **Hard copies of purchase order or contract with all related contract documents shall be issued to Inland Electric prior to Mobilization.**
- **Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.**
- **Equipment and materials supplied by Inland Electric Inc. are warranted only to the extent that the manufacturer warrants the same.**
- **Idle time incurred by Inland Electric Inc's employees due to absence of required escorts, clearances, inability to enter the workspace, or other factors beyond our control will be considered a change to the Contract.**
- **Inland Electric cannot be held responsible for delays caused by lack of stock or back ordered items. Cost associated with these delays may be passed on to the owner.**
- **The proposal is good for 30 days from the date of the proposal.**

Again, thank you for the opportunity to work with you on this pricing. Please call with any questions that you might have.

Regards,

Brent Boles



Industrial * Commercial * Manufacturing * Residential
WBE #3303

Physical Address: 1725 N. Roosevelt Dr, Seaside OR 97138

Mailing address: PO Box 13, Seaside OR, 97138

Phone: 503-717-9148 Fax: 503-717-4147

OR: CCB # 151632 WA: NORTHBE941BD

bjb@inlandgroup.com



Wadsworth Electric
 1715 Exchange St.
 Astoria, OR 97103

OR CCB#2404 Phone # 503-325-5501 Fax # 503-325-2321

Proposal

Date	8/23/2023
Estimate #	E3635

Port of Astoria
 422 Gateway Ave Suite 100
 Astoria, OR 97103

Port of Astoria
 Power on shore preliminary
 Astoria, OR 97103

DESCRIPTION	Qty	TOTAL
Electrical Service for T Dock - Install a new 3- phase 400 amp service at location discussed during walk through - Install new 400 amp CT cabinet - Install new meter base for CT metering - Install (2) new 200 amp 3 phase fused disconnects located next to the CT cabinet - Install (2) new 200 amp 3 phase panels located near fish cleaning station - Excavation and backfill included for electrical trenching, utility vault prep/set and pad prep at new panel locations (concrete by others) - Install underground conduit from utility pole to vault, vault to CT cabinet and disconnects to panels. - Conduits will be 3" for Aluminum wire - Electrical permit included (plan review is excluded, if the AHJ decides its a "marina" then they will need to do plan review) - Utility vault provided by others - Concrete by others - Pacific Power fees excluded		63,757.97
	Sales Tax ...	\$0.00
TOTAL		\$63,757.97

Thank you for having us look at your project. This estimate is valid for 30 calendar days and is not a firm price. If changes in scope, unforeseen events or condition changes occur that increase the cost of this work, these costs will be passed on to you as the owner of the property receiving the improvements. If you understand and agree to these terms and want to proceed with the work, please sign & print your name and date on this proposal and the Oregon notices and return them to us with a 50% deposit payment which will be applied to the permit and materials purchase. Upon receipt of the signed agreement we can schedule your project. Thank you for the opportunity. Respectfully submitted, Nick Wyrwitzke, Electrician. nickw@wadsworthelectric.com

Signature, Printed Name & Date

REQUEST FOR EXPENDITURE

RE# 0159

SECTION A	Date: 08/29/23	Department: Maintenance
	Staff Contact: Joe Tadei	Vendor (if determined): Pacific Power
	Description of Product or Service being requested: Install transformer for T-Dock power.	
	Purpose of Product or Service being requested: Provide three-phase power for T-Dock users.	
Cost Estimate: \$29,898.00		
SECTION B	1. Does this expenditure exist within the current budget? (Original Budget Amount)	
	<input type="checkbox"/> No (Skip to Section C-2) / <input checked="" type="checkbox"/> Yes (Proceed)	\$ 60,000
	2. Does this expenditure exceed \$5,000?	
<input type="checkbox"/> No (Skip to Section D) / <input checked="" type="checkbox"/> Yes (Proceed to Section C-1)		
3. Will services be performed on Port of Astoria property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		
SECTION C	1.	
	Account # for Budgeted Item (ex: XXX-XX)	TOTAL NET OF GRANTS
		710-00
	FY 2023-2024 Budget for this Account	\$ 3,489,034 \$ 1,423,914
	Amount Spent Year-to-Date for this Account	\$ 114,230 \$ 92,466
	Amount Available to Spend for this Account	\$ 3,374,804 \$ 1,331,448
	Does this Request for Expenditure require Commission Approval (>=\$25,000)? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	
	2. If Not included in the current budget or the current budget for this account # has been spent:	
	Does this Request for Expenditure require Commission Approval (>=\$5,000)? <input type="checkbox"/> Yes / <input type="checkbox"/> No	
	3. Account # to deduct funds from to reallocate & accommodate this expenditure (ex: XXX-XX)	
FY 2023-2024 Budget for the Account being reduced		
Amount Spent Year-to-Date for this Account		
Amount Available to Spend for this Account		
SECTION D	3. If Commission approval is required, please specify date Request for Expenditure will be submitted to Commission for approval.	
	(Specify date of Commission meeting when item is scheduled to be heard/approved)	
		09/05/23
SECTION E	Signature of Department Head <i>J. M. Tadei</i> 8-29-2023	
	Signature of Deputy Director <i>M.D. McInerney</i> 8-30-2023	
	Signature of Finance Manager <i>[Signature]</i> 8-29-23	
	Signature of Executive Director <i>[Signature]</i> 8-30-23	
(required if cost is unbudgeted, or > \$5,000 budgeted)		

(over for Quotation Analysis)

Project: T-Dock Power Transformer

Project Manager: Joe Tadei

Quotes obtained by: Joe Tadei

Procurement Method: Small procurement Intermediate procurement Request for Bid
 Sole source Emergency Request for Proposal

Solicitation Method: Verbal quotes (informal) Requests for written quotes (informal) Public solicitation (formal)

Vendor	Amount	Description	Availability	Specific expertise	Other information
Pacific Power	\$29,898.00	Install power transformer and electrical vault		Utility company	Pacific Power agrees to invest \$7,314 to fund a portion of improvements

Vendor selection & justification: (REQUIRED)
 Pacific Power is the sole source electric utility company. The installation of the transformer is needed to provide the power source for the first phase of the T-dock power project.

(OR Mar2023)
Account #:09996911.022
Service ID #:45416135
Monthly

Marilyn Brockey
C/C: 11201
Request #: 07036014
Contract #:

**GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)
between
PACIFIC POWER
and
PORT OF ASTORIA**

This General Service Contract ("Contract"), dated May 21, 2023, is between PacifiCorp, doing business as Pacific Power ("Company"), and **Port of Astoria** ("Customer"), for electric service for Customer's Marina operation at or near Pier 1, Marina, Astoria, Oregon.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Oregon Public Utility Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/208 volt, three-phase electric service to the Customer facilities.

2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 35 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.

3. **Extension Costs.** Company agrees to invest \$7,314.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

_____ **Refund Option.** The total Customer Advance for this work is \$29,898.00, the **balance due is \$29,898.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund 25% of the refundable Customer Advance allocable

to the **shared** Improvements for three additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within thirty-six (36) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$29,648.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the “Contract Minimum Billing”) during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer’s monthly bill**; or, (2) \$207.35 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer’s monthly bill**. Billings will be based on Rate Schedule No. 28 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term and Termination.** This Contract becomes binding when both the Company and Customer have signed it and will remain in effect for five (5) years following the date when the Company is ready to supply service (the “Term”).

Following execution of Contract but prior to completion of installation of Company’s Improvements, Customer may terminate Contract by notifying Company of their intent to not take service. If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. Upon Customer or Company termination of Contract, Customer shall pay Company costs incurred for design, permitting, surveying, cancelation orders, Improvements installed and other associated Contract costs. Customer’s Advance, if any, will be applied to costs incurred, and Customer will promptly pay Company any costs in excess of the Advance upon receipt of notice. If the Advance exceeds the costs incurred, Company will promptly refund the portion of the Advance in excess of costs incurred.

However, if Company has completed installation of Improvements and does not terminate Contract, Customer shall be responsible for paying the Contract Minimum Billing for the full Term irrespective of Customer taking, not taking, or terminating service.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company’s standard forms. This includes rights-of-way on Customer’s property and/or third party property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company’s specifications;

- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways;
- d) Repair, or pay for the repair of, any damage to Company's facilities except damage caused by the negligence of Company; and,
- e) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

- 9. Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

- 10. Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical

access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by wire or ACH with remittance detail. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Oregon Electric Service Rule No. 9.
13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts executed in and to be wholly performed in Oregon by persons domiciled in the State of Oregon. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Oregon, or state courts of the State of Oregon, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the

Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

- 16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 17. **Waiver of Jury Trial.** **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**
- 18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

PORT OF ASTORIA

By _____
signature

NAME (type or print legibly) _____
TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

CITY, STATE, ZIP

EMAIL ADDRESS

PACIFIC POWER

By _____
signature

Nathan Hankwitz Manager
NAME (type or print legibly) TITLE

DATE

Pacific Power's Mailing Address for Executed Contract

2340 SE Dolphin Rd
ADDRESS

Warrenton, OR 97146
CITY, STATE, ZIP

EMAIL ADDRESS

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
VECTOR AIRPORT SYSTEMS, LLC &
PORT OF ASTORIA FOR ASTORIA REGIONAL AIRPORT

Agreement Name: *PLANEPASS*[®] Automated Aircraft Fee Billing & Collections Solution

This agreement ("AGREEMENT"), dated as of _____, ____ ("Execution Date"), is by and between the Port of Astoria for Astoria Regional Airport, (hereinafter "CLIENT"), and Vector Airport Systems, LLC (hereinafter "CONTRACTOR"). The CLIENT shall be defined as the client airport(s) and their governing municipality.

RECITALS

- I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including:
 - *Vantage* Aircraft identification and tracking systems,
 - *PLANEPASS*[®] aircraft operating fee billing & collection services,
 - *VNOMS* Noise and Operations Management Systems,
 - System installation and maintenance services
- II. WHEREAS, in the judgment of the CLIENT, it is necessary and desirable to employ the services of CONTRACTOR for:
 - The performance of aircraft operating fee billing & collection services.
- III. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. **Term of Agreement:** The term of this Agreement shall be selected herein as:
 - 1.1. Three (3) years starting on the "COMMENCEMENT DATE".
 - 1.2. COMMENCEMENT DATE: October 1, 2023
 - 1.3. CLIENT shall have the option to renew the AGREEMENT annually on the anniversary of the COMMENCEMENT DATE for two (2) one-year Option Year(s). The AGREEMENT will automatically renew unless either party provides notice per Section 2.3. All terms, conditions, and fees of this AGREEMENT continue unchanged during the Option Year(s).
2. **Termination**
 - 2.1. **Termination for Convenience:** For the first one (1) year following the COMMENCEMENT DATE, neither party may terminate this AGREEMENT for convenience without the consent of the other party. After one (1) year has elapsed, either party may terminate this AGREEMENT for convenience after providing not less than sixty (60) days' advance written notice of termination

to the other party's contacts listed in Section 7.

2.2. Termination for Cause: Notwithstanding any other provision of this AGREEMENT --

Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, CLIENT must:

- First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 calendar days to cure this violation.
- Second, if CONTRACTOR fails to cure the violation within 30 calendar days of receiving notification from CLIENT, CLIENT may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should CLIENT fail to perform its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:

- First, notify CLIENT of violation of obligations and give CLIENT 30 calendar days to cure this violation.
- Second, if CLIENT fails to cure the violation within 30 calendar days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving CLIENT written notice of such termination, stating the reason for termination.

2.3. Termination for AGREEMENT Expiration: If the CLIENT or CONTRACTOR elects not to continue this AGREEMENT beyond its expiration date (either by extension of agreement period or entering into a new agreement for similar products, services, or solutions), either CONTRACTOR or CLIENT may notify the other party in writing of intent to not continue this AGREEMENT. Notice must be given 60 days prior to the anticipated expiration date. In the case of such notification, the following provisions will also apply in this case as well as for Termination for Cause.

2.4. Delivery of Work Product and Final Payment Upon Termination: In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to CLIENT:

- **For PLANEPASS®:** All standard reports pertaining to unpaid balances and to any amounts paid into CONTRACTOR and unpaid yet to CLIENT.

2.5. Payment Upon Termination: Upon termination or expiration of this AGREEMENT by CLIENT, CONTRACTOR shall be entitled to payment for all contracted services unpaid and due before the effective date of termination or expiration. Payment shall be made by CLIENT within 30 days of a written invoice from CONTRACTOR.

For PLANEPASS® billing & collection service:

- CONTRACTOR will remit to CLIENT all aircraft operating fees collected up to the point of cancellation, less the CONTRACTOR Billing & Collection Fees specified in this document.
- CONTRACTOR will produce aircraft operating invoices for the un-invoiced period within 30 days of termination or expiration. This final invoice period will be the last period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.
- CONTRACTOR will continue *PLANEPASS*® customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the AGREEMENT termination effective date. Four months are recommended to maximize collections for previously invoiced periods. CONTRACTOR's ongoing fee for *PLANEPASS*® Billing & Collection service stated in Section 4.2 will apply to amounts collected during the four-month period after termination date.
- After the above indicated service continuation period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the CLIENT. Because some aircraft operators may not comply with CONTRACTOR's instructions to pay CLIENT directly after continuation period has ended, CONTRACTOR will continue to passively allow payments to be made to its lockbox and will continue to report and remit these payments to the CLIENT.

3. **Scope of Work**

- 3.1. **CONTRACTOR's Specified Work:** CONTRACTOR shall perform the services described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in EXHIBIT A.
- 3.2. **Cooperation with CLIENT:** CONTRACTOR shall cooperate with CLIENT and CLIENT staff in the performance of the Scope of Work hereunder.
- 3.3. **Cooperation by CLIENT:** CLIENT shall cooperate with CONTRACTOR and CONTRACTOR's staff in performance of the Scope of Work hereunder.
- 3.4. **Performance Standard:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. CLIENT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this AGREEMENT. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.

4. **Compensable Products and Services:** CONTRACTOR shall be compensated for all goods sold and services performed pursuant to this AGREEMENT according to the following:

4.1. **Equipment:** As of Execution Date, the contracted solution does not require CLIENT to purchase equipment. If future changes in scope require equipment purchase, the purchase and payment terms will be governed by an amendment to this AGREEMENT, or a separate agreement or purchase order.

4.2. **PLANEPASS® Billing & Collection:** CONTRACTOR’S ongoing fee for billable activity is 25% of amounts collected under the terms of this AGREEMENT. CONTRACTOR’S fee is paid out of collections on behalf of CLIENT at the time of transfer of the “balance of collections” to CLIENT.

4.2.1. The “balance of collections” is defined as total net collections on behalf of CLIENT in a monthly collection cycle less the PLANEPASS® Billing & Collection fee, stated above.

4.2.2. The transfer of the “balance of collections” and CONTRACTOR’S fee will occur monthly by the 10th business day of each month.

5. **Payment Terms:** For all services and incidental costs required hereunder, CONTRACTOR shall be paid in accordance with the following terms:

5.1. **PLANEPASS® Billing & Collection:** CONTRACTOR’S fee is retained by CONTRACTOR from billing & collection proceeds, transferred from collections lockbox at the time of monthly disbursement to CLIENT following each monthly collection period.

6. **Insurance:** With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain insurance with the minimum policy limits as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Type of Coverage	Policy Limits
Worker’s Compensation	\$1,000,000
Commercial General Liability	\$1M per occurrence, \$2M aggregate
Business Auto Liability	\$1,000,000

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

CONTRACTOR’S liability to CLIENT shall be limited to those items covered and paid by CONTRACTOR’S insurance policies as listed above.

7. **Notice:** All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third

business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

7.1. All notices, demands, requests or approvals from CONTRACTOR to CLIENT shall be addressed to:

7.2. All notices, demands, requests or approvals from CLIENT to CONTRACTOR shall be addressed to:

Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive
Herndon, VA 20170

- 8. **Independent Parties:** The parties to this AGREEMENT will act in their independent capacities and not as agents, employees, or partners of one another. CLIENT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.
- 9. **Integrated Contract:** This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both CLIENT and CONTRACTOR and approved as to form by CLIENT's Attorney.
- 10. **Authority of Executor:** The person executing AGREEMENT on behalf of CLIENT certifies and represents that he/she has authority and power to bind CLIENT to the obligations set forth herein and to sign on its behalf.
- 11. **Waiver:** A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 12. **Successors in Interest:** All terms and conditions of this AGREEMENT shall be binding upon and inure to the benefit of any successors in interest to the parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment.

13. **Indemnification:** CONTRACTOR to CLIENT: The CONTRACTOR shall indemnify and hold harmless the CLIENT, its officers, employees, agents and contractors from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT.

CLIENT to CONTRACTOR: To the extent allowed by the Laws of the state of Oregon including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.30, the CLIENT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent acts or occurrence, omission, or commission of the CLIENT, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CONTRACTOR for its own negligence. These terms shall not be construed to waive any statutory rights provided to the CLIENT.

14. **No Personal Liability:** No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.

15. **Limitation of Liability:** CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed two million dollars (\$2,000,000.00) or the total amount paid to CONTRACTOR by CLIENT under this AGREEMENT within the previous twelve (12) months, whichever is lesser.

16. **Work for Hire:** CONTRACTOR retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this AGREEMENT. Such materials include but not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications.

17. **Severability:** If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.

18. **Governing Law and Venue:** This AGREEMENT shall be governed by, and construed in accordance with, the laws of the state of Oregon. The courts of Oregon shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the CLIENT in connection with the AGREEMENT. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator

mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

19. **Force Majeure:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). This Section shall not be applicable to the CONTRACTOR's obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any Unavoidable Delay unless the CONTRACTOR has given the CLIENT notice of the delay within a reasonable time following the occurrence of the delaying event.
20. **Nondiscrimination:** Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the CLIENT's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

[signature page to follow]

VECTOR: Vector Airport Systems, LLC

By: _____

Title: _____

Name: _____

Date: _____

CLIENT: Port of Astoria, Oregon

By: _____

Title: _____

Name: _____

Date: _____

EXHIBIT A - Scope of Work (“WORK”)

CONTRACTOR shall:

Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the CLIENT:

- Landing Fees
- Other fees implemented by CLIENT, as requested in writing to CONTRACTOR by an authorized representative of the CLIENT
 - CONTRACTOR must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
 - Other fees that require material changes to Scope of Work may require renegotiation and an amendment CONTRACTOR’S fee stated in Section 4.2 of this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **PLANEPASS® Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified. The *Vantage* Aircraft ID System identifies billable operations, as defined by the CLIENT, and tracks exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
 - 1.1. Provide exemptions for CLIENT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
 - 1.2. Coordinate with CLIENT staff to ensure that invoices generated on behalf of the CLIENT are consistent with the CLIENT’s existing billing rate and policies. Produce accounting data in a standard format for import into the CLIENT’s accounting system, as required. Provide electronic access to CONTRACTOR’s Customer Portal in order to allow CLIENT customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by CONTRACTOR.
 - 1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
 - 1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
 - 1.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
 - 1.6. Enable web-based access by CLIENT staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
 - 1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
 - 1.8. Process payments through a secure bank lockbox with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the CLIENT in accordance with the CONTRACTOR service fee agreement outlined in the pricing section herein.

1.9. Provide ongoing client and user support.

CLIENT shall:

1. CLIENT Obligations:

1.1. CLIENT Obligations - General: CLIENT shall be obligated to use its best efforts to perform or provide the following:

1.1.1. **Provide Information:** CLIENT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within CLIENT's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.

1.1.2. **Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT.

1.1.3. **Timely Response:** CLIENT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to CLIENT for review by CONTRACTOR and respond as necessary within a reasonable time.

1.2. CLIENT Obligations - *PLANEPASS*[®]

1.2.1. **Financial Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*[®] financial reports and interfacing with CONTRACTOR's *PLANEPASS*[®] team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.

1.2.2. **Exemption List:** CLIENT will provide CONTRACTOR with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by CONTRACTOR. CLIENT will provide updates to the exemption list on a monthly basis via email to datainput@vector-us.com CLIENT shall not bill "exempt" aircraft included on the exemption list for fee types managed by CONTRACTOR. "Exempt" is understood to mean not billed by any party.

1.2.3. **Payments Received by CLIENT:** CLIENT shall not accept payments for fees invoiced by CONTRACTOR. To ensure proper accounting, if CLIENT receives a payment on-site or electronically for an invoice generated by CONTRACTOR, CLIENT will either refund payments directly to payors or remit the funds to CONTRACTOR.

1.2.4. **Fee Types Managed by CONTRACTOR:** The specific aircraft operating fee types placed under CONTRACTOR's management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR's fee for professional services. If during the Term or any Option Year CLIENT wishes to remove a fee type from CONTRACTOR's management, CLIENT shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR's service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.

1.2.5. **Airport Policy:** CLIENT shall be responsible for setting CLIENT policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the CLIENT. The CLIENT is responsible for communicating these policies to the appropriate CLIENT stakeholders including the flying community.

1.2.5.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to datainput@vector-us.com at least sixty (60) calendar days prior to implementation.

1.2.6. **Authorization to Bill & Authorization to Collect Documentation:** CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill & Collect" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

1.2.6.1. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide the "Authorization to Bill & Collect" letter on the webpage where fee information is displayed for public view. CLIENT may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

1.2.6.2. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide a link to CONTRACTOR's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.PLANEPASS.com>. The portal* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

EXHIBIT B – Authorization to Bill Letter

DATE

Dear Astoria Regional Airport Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of Astoria Regional Airport (AST). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for AST are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: _____ . [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- Vector’s self-service web portal* allows aircraft operators to:
 - 1) Update contact information, including email or postal mail addresses
 - 2) Process credit card payments
 - 3) Enroll in electronic invoicing
 - 4) View account history
 - 5) Request copies of invoices via email or download Excel-formatted invoices

*The portal login is based on Vector invoice number and Vector operator ID

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

- Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,



JOHN MARK
CEO

[insert signature - preferably a cursive version of your wet signature]

EXHIBIT C – Authorization to Collect Letter

DATE

Dear Astoria Regional Airport Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Astoria Regional Airport (AST). Vector is authorized to collect balances due on the Airport’s behalf.

Astoria Regional Airport (AST) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Astoria Regional Airport
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector’s *PLANEPASS*® Payment Portal: <https://payment.planepass.com>

II. **Billing Concerns & Account Management with Activity Details:**

Vector’s *PLANEPASS*® Payment Portal (<https://payment.planepass.com>)* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at billing@vector-us.com or (888) 588-0028 Option 01 or Extension 700.

- o *Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport AST are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport’s **Administration Office staff** at **[insert email]** and **[phone number]**.

Sincerely,

[insert personalized signature – this should be your unique personalized signature like this one:]



Signature
JOHN MARK
CEO

COMMITTEE MEMBERS

Fiscal Year 2022-2023

FINANCE COMMITTEE 2022-2023 MEMBERS	DATE APPOINTED	TERM EXPIRATION
John Lansing Committee Chair	1/1/2020	6/30/2024
David Oser Vice Chair	1/1/2020	6/30/2023
Walt Postlewait Vice Chair	1/1/2020	6/30/2023
Mindy Landwehr Citizen Member	1/1/2020	6/30/2023
Cliff Fick Citizen Member	1/1/2020	6/30/2024
Jim Campbell Commission Representative	N/A	N/A
Melanie Howard Staff Representative	N/A	N/A