

Board of Commissioners

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

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

Regular Session

March 7, 2023 @ 4:00 PM
10 Pier 1, Suite 209, Astoria, OR*

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

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

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. COMMISSION REPORTS
5. CHANGES/ADDITIONS TO THE AGENDA
6. PUBLIC COMMENT – for items on the agenda, when not covered by a public hearing
This is an opportunity to speak to the Commission for 3 minutes regarding any item on the agenda.
Public comment received by the deadline will be read aloud at the meeting.
7. CONSENT CALENDAR:
 - a. Meeting Minutes –
 - Workshop Meeting Minutes 01/17/2023..... 3
 - Regular Meeting Minutes 02/07/2023 7
 - b. Financials – January 2023..... 11
 - c. Event Calendar – March 2023 17
8. ACTION:
 - a. Approval of Maul Foster Work Orders 18
 - b. Approval of Cintas Contract..... 35
 - c. Washington DC Trip 38
9. PUBLIC COMMENT – for non-agenda items
This is an opportunity to speak to the Commission for 3 minutes regarding Port concerns not on the agenda. Public comment received by the deadline will be read aloud during the meeting.
10. EXECUTIVE DIRECTOR COMMENTS
11. UPCOMING MEETING DATES:
 - a. Finance Committee Meeting – March 15, 2023 at 12:00 PM
 - b. Workshop Session – March 21, 2023 at 4:00 PM
 - c. Regular Session –April 4, 2023 at 4:00 PM
12. ADJOURN

Please Note:

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

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

Board of Commissioners
HOW TO JOIN THE ZOOM MEETING:

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

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

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

Please Note:

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<https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

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

**MEETING MINUTES
JANUARY 17, 2023**

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

Call to Order:

Chairman Rohne called the Regular Session to order at 4:01 PM.

Roll Call:

Commissioners Present: Dirk Rohne; Robert Stevens; Frank Spence; Jim Campbell; and Scott McClaine.

Staff Present: Executive Director Will Isom; Deputy Director Matt McGrath; Finance, HR, and Business Services Manager Melanie Howard; Director of Maintenance Joe Tadei and Executive Assistant/Administrative Coordinator Stacy Bandy.

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

Also Attending: Community member Steve Fick and Ethan Myers of *The Astorian*.

Pledge of Allegiance

Commission Reports:

Commissioner Campbell had nothing to report.

Commissioner Stevens reported on the following:

- Attended ColPac meeting where Deputy Director Matt McGrath gave a presentation.
- Requests that the Commission be given a copy of the presentation.

Commissioner Rohne had nothing to report.

Commissioner Spence reported on the following:

- Attended ColPac meeting where Matt McGrath gave a presentation on Pier 2 West.
- The City of Astoria has a new City Manager, Executive Assistant, Mayor, and several new City Councilors. The Port has had a great working relationship with City staff, and Spence is looking forward to working with the new group of officials.

Commissioner McClaine reported on the following:

- Attended Senator Wyden's town hall in Seaside last Saturday. Spoke to senator Wyden regarding Port infrastructure needs.
- Notes that the Port Commissioners did not receive information for Senator Merkley's town hall on January 14th. Merkley staff may need Port Commission contact information.
- Invites City Councilor, Tom Brownson, to speak to the Commission. Brownson comments that he has spoken to Betsy Emory from Senator Merkley's office regarding Port infrastructure needs and notes that Emory is in regular contact with Will Isom. For full details, please see meeting audio. Commissioner Rohne thanks Councilor Brownson for his outreach efforts.

Changes/Additions to the Agenda:

There were no changes or additions to the agenda.

Public Comment for items on the agenda:

Community member and business owner Steve Fick spoke to the commission regarding a fee proposal for fishing guides operating out of the Port basins. Fick also implored a quick resolution for the destroyed Young's Bay gangway. The gangway is essential to many in the local fishing community.

Consent Calendar:

The Consent Calendar consisted of the following:

- Meeting Minutes – 11/15/2022 Workshop Session; 12/06/2022 Regular Session
- Financials – November 2022
- Event Calendar – January 2023

Commissioner Spence requested to separate the financials from the consent calendar. Spence refers to page 21 of the packet and inquires if payments have been made to Business Oregon according to the schedule. Executive Director Isom explains that the payment is a pass-through payment for Bornstein Seafoods to Business Oregon; there has been a deferment plan in place, and the Port is working with Business Oregon to resume debt payments. Howard confirms that the Port is current with debt payments to Business Oregon. Commissioner Campbell moved to approve the meeting minutes and event calendar as presented. Commissioner McClaine seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

Commissioner McClaine moved to approve the November 2022 financials. Commissioner Spence seconded. The motion carried unanimously 5-0 amongst the Commissioners present.

Advisory Items:**8a. Maintenance Update – Joe Tadei**

Maintenance Director Joe Tadei discusses Port maintenance projects. Tadei begins by sharing a video of the recent storm damage to the Pier 1 gangway. The video shows the wind pulling the gangway into the water. Tadei shares a second video of Port maintenance staff retrieving the gangway from the water with a crane. Tadei explains that the gangway needs extensive repairs. Tadei received a bid from Topper Industries to replace the gangway before the spring cruise ship season. The first cruise ship is expected on April 10th. Commissioner Spence inquires if the gangway would be covered under the Port's insurance. The discussion continues relating to the Pier 1 gangway and various paths forward. Presentation and discussion highlights include:

- The quote received from Topper Industries is for an ADA-compliant gangway; the damaged gangway is not ADA-compliant.
- Timing is critical as the first cruise ship is scheduled for April 10th.
- Dredging is underway. The Dixie dredge has needed repairs due to inclement weather. Bergerson is dredging in the West Mooring Basin Marina.
- The Port is in the process of replacing failed windows in the Pier 1 Building. Over thirty windows will be replaced; this is an ongoing phased project.

The Commissioners thank Tadei for his presentation.

8b. Business Oregon Debt Deferment Letter

Executive Director Isom explains that Business Oregon has agreed to amend the Port's debt service agreement schedule; the letter is an advisory topic as it has not been finalized. Howard adds that for the prior two years, there was a deferment for all Business Oregon loans. In the proposed deferment for this year, the Port would be paying off three loans, and the Bornstein loan payments

would resume in September.

Action Items:

9a. Request for Expenditure #0136 – Pier 1 Gangway

Commissioner Rohne inquires if there is a motion for the Request for Expenditure.

- Commissioner Campbell comments that he is surprised that the Port has not contacted the insurance provider for the damaged gangway. Commissioners discuss insurance and options for gangway repair or replacement. The meeting audio is too poor to decipher the full conversation.
- Executive Director Isom notes that the Port’s Budget Committee has discussed including contingency funds in the budget.

Commissioner Spence moved to approve the Request for Expenditure #0136 Pier 1 Gangway. Commissioner McClaine seconded the motion with the amendment: as needed depending on other options. Commissioner Spence accepted the amended motion. The motion carried 4-1 amongst the Commissioners present.

Public Comment for items not on the agenda:

There were no requests for public comment.

Executive Director Comments:

- Deputy Director McGrath attended a ColPac meeting and made a presentation on the Port’s infrastructure needs for Pier 2 West.
- The Port held interviews last week for the Pier 2 West CM/GC Request for Proposal.
- Will have a recommendation to bring to the Commission next week for the Commercial Realtor RFP.
- Will be attending the Special Districts Association of Oregon (SDAO) Annual Conference next week.
- The Cannery Pier Hotel will have a ribbon-cutting event on January 31st, at 4:30pm. All Port Commissioners are invited.
- Commissioner Spence requests a status update on The Port’s capital projects.

Upcoming Meeting Dates:

- Regular Session – February 7, 2023 at 4:00 PM
- Workshop Session – February 21, 2023 at 4:00 PM

Adjourned:

Chairman Rohne adjourned the meeting at 5:11 PM.

APPROVED:

ATTEST:

Dirk Rohne, Board Chairman
Board of Commissioners

Frank R. Spence, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant – Administrative Coordinator

March 7, 2023
Date Approved by Commission

DRAFT

**MEETING MINUTES
FEBRUARY 7, 2023**

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

Call to Order:

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

Roll Call:

Commissioners Present: Dirk Rohne; Robert Stevens; Frank Spence; Jim Campbell; and Scott McClaine.

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

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

Also Attending: David Oser of the Finance Committee.

Pledge of Allegiance

Commission Reports:

Commissioner Spence reported on the following:

- The County Clerk has published the official notice that an election will be held on May 16th, this year for all Special Districts in Clatsop County. The Port has two Commission seats open for election. Filing for candidacy is now open.
- There will be a public hearing for consideration of a conditional use permit for 55 Portway Street. The location is the old Bergerson office building; the request is for a hotel with five transient rooms.
- There was a Yacht theft over the weekend at the West Mooring Basin. This has received national attention as the Coast Guard rescued the suspect in rough seas. Videos of the rescue have been circulating in the media. This same suspect was identified at the Goonie house as well. Hopefully, Port security can work with local law enforcement to understand how this could have happened.

Commissioner McClaine reported on the following:

- Attended the Astoria Warrenton Chamber of Commerce Annual Banquet. One takeaway from the event is that the Astoria Fire Department will be submitting a grant for new radios. Recommend sending a letter of support from the Port for their grant application.

Commissioner Campbell reported on the following:

- Pilots at the airport scheduled an Aviation Medical Examiner (AME) to come into the airport to administer a physical examination. Eleven local pilots were able to receive the exam; the exam is necessary every two years to maintain a pilot's license.

Commissioner Stevens reported on the following:

- Attended the ribbon cutting at the Cannery Pier Hotel. It was a nice time, and the Port

was well represented.

- The Habitat Conservation Plan (HCP) is finalized. The HCP mandates drastic cuts in timber revenue. There will be a meeting in Corvallis on March 8th to finalize the plan. The plan is for environmental protection without economic concern. The finalized HCP plan is worse than the initial worst-case scenario.

Commissioner Rohne reported on the following:

- Attended Clatsop Economic Development Resources (CEDR) meeting. This was the first in-person meeting since the pandemic began. Melanie Olsen from Business Oregon was there, and she spoke about the Port's needs for Pier 2; it is encouraging to see this project discussed in a community forum.

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 – 12/14/2022 Finance Committee Meeting
- Financials – December 2022
- Event Calendar – February 2023

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

Action Items:

8a. Pier 2 West Rehabilitation – Intent to Award

Deputy Director McGrath begins by explaining that Pier 2 West is the Port's highest priority and primary concern. In October, the Port issued a Request for Proposal (RFP) for a Construction Manager/General Contractor to guide the Port through the process. The initial evaluations from proposers, Bergerson Construction and Orion Marine, were very close. In January, the Port conducted interviews with each firm. Based on the interviews, Bergerson was the clear frontrunner. McGrath refers to the summary beginning on page 14 of the packet, which highlights the reasoning behind the selection process. The Port is looking for approval from the Commission to enter into a contract with Bergerson Construction based on the terms of the contract. McGrath inquires if the Commissioners have any questions.

- Commissioner Campbell inquires if the Port will need to adhere to the KPFF design. McGrath answers that no there is no commitment for the Port.
- Commissioner McClaine inquires what PND stands for. McGrath answers that is a consulting engineering firm.
- Commissioner Stevens inquires what the project's impact will be on the Port's tenants. McGrath explains that one of the first meetings for the project will be with tenants to discuss the timeline; the timeline may be adjusted to two phases instead of three. McGrath has been in regular contact with Pier 2 tenants Bornstein and Da Yang.
- Commissioner Rohne comments that the seafood processors may be interested in additional space once this project is complete.
- Spence inquires how this project will be financed. McGrath answers that \$250,000 will be budgeted to put toward construction management. Business Oregon will potentially fund \$1.2 million for design and environmental permitting work. Additionally, the Port is

seeking letters of support for federal grant applications.

- Commissioner Campbell inquires if the Port will be limited to in-water work windows. McGrath explains that permitting is a concern, but one option is to encapsulate the entire property behind a sheet pile, which would eliminate the concern.
- Commissioner Rohne notes that the importance of this project cannot be understated.

Commissioner Spence moved to approve the contract with Bergerson Construction. Commissioner McClaine seconded. The motion carried 5-0 amongst the Commissioners present.

8b. Real Estate and Leasing Agent – Intent to Award

Executive Director Isom refers to the Notice of Intent to Award on page 108 of the packet. Isom explains that initially seeking a commercial realtor was a recommendation from the Finance Committee. Staff drafted an RFP to identify real estate holdings to potentially lease or sell. Isom refers to the evaluation summaries on page 110 of the packet; there were three respondents to the RFP. The Evaluation Summaries on page 110 show that Popkin Real Estate received the highest score based upon the criteria listed. Upon Commission approval, the next step will be to meet with Popkin and discuss priorities and delineate which properties to include in their portfolio. The discussion will include if it will be best to sell properties as-is or to perform improvements before the sale. Isom concludes that the Port is looking for a motion to approve the award to Popkin Real Estate. Commissioner Rohne adds that per Port Counsel, the motion will be to provisionally approve the contract with Popkin once any protests are received and resolved.

Commissioner Spence moved to provisionally award the contract to Popkin Real Estate. Commissioner Stevens seconded. The motion carried 5-0 amongst the Commissioners present.

Public Comment for items not on the agenda:

There were no requests for public comment.

Executive Director Comments:

- Regarding the incident with the vessel this past weekend, we know that the vessel was taken from the marina early Friday morning. After the theft, the Port was contacted by an outside authority inquiring if the vessel has been moored in our marina. Since that time, Port FSO Matt Hansen has been working with local and federal agencies.
- The filing period for the upcoming election is open and will close on March 16th.
- Will be traveling this Thursday, along with Deputy Director McGrath, to attend the Special Districts Association of Oregon (SDAO) conference.
- Stacy is researching replacing the Port Commission meeting chairs.
- Commissioner Spence comments that he will be attending the virtual SDAO conference.
- Commissioner Stevens requests that Airport Advisory updates be sent to all Commissioners.

Upcoming Meeting Dates:

- Workshop Session – February 21, 2023 at 4:00 PM
- Regular Session – March 7, 2023 at 4:00 PM

Adjourned:

Chairman Rohne adjourned the meeting at 4:42 PM.



APPROVED:

ATTEST:

Dirk Rohne, Board Chairman
Board of Commissioners

Frank R. Spence, Secretary
Board of Commissioners

Respectfully submitted by:
Stacy Bandy
Executive Assistant – Administrative Coordinator

March 7, 2023

Date Approved by Commission

DRAFT



JANUARY 2023 FINANCIALS NARRATIVE

For July 2022 through January 2023, the Port is showing an operating gain of \$476,890. This operating gain is trailing prior-year profits by \$180,476 and is \$562,349 below budget projections. Operating revenue YTD is at 89% and operating expense is at 99% of seasonally trended budget. Non-operating income is at 99% and non-operating expense is 71% of budget. Total net loss YTD is \$122,578 which is \$305,126 behind budget expectations.

The budget and prior-year deficits for dockage are \$(217,723) and \$(361,390), respectively. For the year-to-date budget, \$223,865 had been included for estimated Harbor Fee income; the total FY23 budgeted amount for Harbor Fee income is \$380,000, none of which is expected to be collected. Looking at the prior-year differences, for July 2021 through January of 2022, the Port had billed for \$233,100 of Harbor Fee income.

Lease and rental income was \$266,847 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 roughly 95% of budget with Boatyard gross revenues at roughly 119% of budget. Net profits from fuel sales were up \$74,017 from prior year.

Personnel services came in \$85,819 under budget while materials and services were \$37,955 over budget.

Looking at non-operating totals, debt service expense is \$751,375 below budget, as a result of a new debt deferment agreement with Business Oregon. Capital spending in December was primarily for T-Hangar fencing, West Marina dredging, West Basin pile replacements, and Airport master plan projects.

Fuel Sales Summary:

Marina Fuel	Unleaded Sales \$	Unleaded Sales Gal	Unleaded COGS	Unleaded Profit	Diesel Sales \$	Diesel Sales Gal	Diesel COGS	Diesel Profit
Jul - Jan 2023	\$ 440,795	63,977	\$ 312,476	\$ 128,319	\$ 193,875	30,817	\$ 130,169	\$ 63,706
Jul - Jan 2022	\$ 398,926	72,941	\$ 262,611	\$ 136,315	\$ 171,802	43,876	\$ 112,721	\$ 59,081
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 - Jan 2023	\$ 562,928	94,394	\$ 396,513	\$ 166,415	\$ 100,108	14,272	\$ 77,426	\$ 22,682
Jul - Jan 2022	\$ 297,936	71,861	\$ 196,720	\$ 101,216	\$ 54,334	10,086	\$ 43,841	\$ 10,493

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

	Actuals Jul 2022 - Jan 2023	Actuals Jul 2021 - Jan 2022	Budget Jul 2022 - Jan 2023	Budget Variance Through Jan	% of Budget Through Jan	Full '22-'23 Budget
<u>Operating Revenues</u>						
Dockage & Vessel Service	382,981	744,371	600,704	-217,723	64%	1,226,657
Lease & Rental Income	1,529,431	1,250,545	1,796,278	-266,847	85%	3,118,224
Rebilled Expenses	1,008,778	857,551	1,049,605	-40,827	96%	1,713,380
Boat Haulout	395,240	324,831	331,327	63,913	119%	665,527
Marina Revenues	363,162	376,321	381,446	-18,284	95%	680,780
Fuel Sales	1,297,707	922,998	1,361,450	-63,743	95%	1,882,280
Ticket Revenues	2,170	4,785	7,392	-5,222	29%	9,540
Other Income	24,416	75,325	85,896	-61,480	28%	148,266
Total Operating Revenues	5,003,885	4,556,727	5,614,097	-610,213	89%	9,444,654
<u>Operating Expenses</u>						
Personnel Services	1,566,881	1,477,036	1,652,700	-85,819	95%	2,820,490
Materials and Services	2,960,114	2,422,324	2,922,159	37,955	101%	4,481,686
Total Operating Expenses	4,526,995	3,899,360	4,574,859	-47,864	99%	7,302,176
Income from Operations	476,890	657,366	1,039,238	-562,349	46%	2,142,478
<u>Non-Operating Revenues</u>						
Property Tax Revenues-Genl Fund	868,526	806,716	828,774	39,753	105%	890,248
Timber Tax Revenues	46,385	41,827	46,385	0	100%	198,811
Other County Revenues	128	36,045	37,869	-37,741	0%	39,500
Grants*	303,317	1,959,033	303,317	0	100%	1,940,763
Interest Income	2,564	1,059	11,054	-8,490	23%	18,303
Total Non-Operating Revenues	1,220,920	2,845,893	1,227,399	-6,479	99%	3,087,625
<u>Total Non-Operating Expenses</u>						
Capital Outlay*	1,527,664	3,021,516	1,527,664	0	100%	3,959,368
Interest Expense	91,004	42,258	321,447	-230,442	28%	474,936
Principal Expense	201,719	63,455	722,652	-520,932	28%	1,135,728
Total Non-Operating Expenses	1,820,388	3,127,230	2,571,763	-751,375	71%	5,570,032
Net Income (Loss)	-122,578	376,029	-305,126	182,547	40%	-339,929

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

Port of Astoria

Balance Sheet as of January 2023

	<u>January 31, 2023</u>
ASSETS	
Current Assets	
Cash & Cash Equivalents	
Cash Funds	3,195
Operating Account #1442	1,289,776
Payroll Account #5344	28,079
Bornstein MMA #0004	63,327
Money Market #1259	262,565
Total Lewis & Clark Bank	<u>1,643,747</u>
Total Cash & Cash Equivalents	1,646,942
Accounts Receivable	294,618
Other Current Assets	2,870,580
Total Current Assets	<u>4,812,140</u>
Fixed Assets	35,731,756
Other Assets	
Long-term Receivables	<u>18,015,023</u>
TOTAL ASSETS	<u><u>58,558,919</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	749,423
Other Current Liabilities	15,939,430
Total Current Liabilities	<u>16,688,853</u>
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	<u>17,728,678</u>
Total Liabilities	34,417,530
Equity	
Retained Earnings	24,263,967
Net Income	-122,578
Total Equity	<u>24,141,389</u>
TOTAL LIABILITIES & EQUITY	<u><u>58,558,919</u></u>



Capital Projects
January 2023
Budget to Actual

DEPARTMENT AND PROJECT			CAPITAL PROJECTS & GRANTS As Budgeted			CAPITAL PROJECTS & GRANTS Actual Spending To-Date			REMAINDER & PRIORITY	
Department	Acctg Ref #	Description	Adopted Capital Expenditure	Adopted Grant Funding	Adopted POA Expense	Expenses through 01/31/2023	Grants Received through 01/31/2023	Expenses through 01/31/2023 NET OF GRANTS	Budgetary Estimate of Remaining POA Expense	Priority (1-10) 9=Comp 10=Remvd
WFW	21	P2 West PS&E Documents; CM/GC work to 100% Design	250,000	-	250,000	2,333	-	2,333	247,667	1
Airport	03	Airport Master Plan	389,253	361,163	28,090	281,172	273,918	7,254	20,837	2
WFE - Marinas	16	West Marina Dredging	496,250	-	496,250	371,715	-	371,715	124,535	2
WFE - Marinas	17	West Marina Piling Replacement (25)	133,500	-	133,500	188,676	-	188,676	(55,176)	2
Administration	01	2022-23 IT Upgrades	30,000	-	30,000	20,499	-	20,499	9,501	3
Airport	04	Backfill and Site Prep Behind Overbay	30,000	-	30,000	2,678	-	2,678	27,322	3
WFW	18	West Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	221,875	-	221,875	195,019	-	195,019	26,856	3
WFW	27	Security Upgrades: Trident equipment; Pier 1 Generator; Pier 1 Booth; Cyber Security	200,000	150,000	50,000	2,200	-	2,200	47,800	3
Airport	07	Hangar Maintenance	50,000	-	50,000	-	-	-	50,000	4
WFW	23	Pier 2 East - Repairs based on ODOT reports	50,000	-	50,000	1,762	-	1,762	48,238	4
Airport	10	T-Hangar Fencing	50,000	37,500	12,500	38,089	28,567	9,522	2,978	4
Airport	13	Vegetation Management	30,000	-	30,000	31,836	-	31,836	(1,836)	4
WFW - Boatyard	28	Boatyard Electrical Upgrades	10,000	-	10,000	7,660	-	7,660	2,340	5
WFW - Boatyard	30	Boatyard Upgrades	650,000	455,000	195,000	136	-	136	194,864	5
WFW	19	Fire suppression/system upgrades - Pier 2	20,000	-	20,000	-	-	-	20,000	5
Airport	06	Gator Utility Vehicle	15,000	-	15,000	-	-	-	15,000	5
Airport	08	Industrial Park	250,000	225,000	25,000	500	-	500	24,500	5
WFW	24	Repave Gateway Avenue / Restripe	110,000	110,000	-	-	-	-	-	5
WFW	26	Replace Cruise Ship Gangway Decking	15,000	-	15,000	-	-	-	15,000	5
Airport	09	Terminal Building Upgrades	150,000	142,500	7,500	3,100	-	3,100	4,400	5
Airport	11	Tide Gate Feasibility Study	99,600	99,600	-	2,894	-	2,894	(2,894)	5
Airport	05	Backfill and Site Prep Behind Recology	55,000	-	55,000	22,352	-	22,352	32,648	8
WFE	14	Maintenance - Flatbed Truck	13,500	-	13,500	-	-	-	13,500	8
WFW	20	Maintenance - Flatbed Truck	31,500	-	31,500	-	-	-	31,500	8
Airport	12	Utility Trailer	7,500	-	7,500	-	-	-	7,500	8
WFE - Marinas	15	East Mooring Basin Causeway Design & Repairs	500,000	350,000	150,000	-	-	-	150,000	8
WFW - Boatyard	29	Boatyard Stands	16,390	-	16,390	14,587	-	14,587	1,803	9
Airport	02	Airport Generator	20,000	10,000	10,000	1,985	832	1,153	8,847	9
WFW	22	Pier 1 Face Chip Seal	15,000	-	15,000	13,760	-	13,760	1,240	9
WFW	25	Repave Pier 2 Entrance to Gateway	50,000	-	50,000	41,500	-	41,500	8,500	9
		Misc				283,212	-	283,212	(283,212)	
TOTALS			3,959,368	1,940,763	2,018,605	1,527,664	303,317	1,224,347	794,258	

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	02/06/2023	81977	Aero Specialties		4,209.69
Bill Pmt -Check	02/06/2023	81978	Ag-Bag Forage Solutions		19,599.00
Bill Pmt -Check	02/06/2023	81979	ALS Environmental	Cust # 205142-01	335.00
Bill Pmt -Check	02/06/2023	81980	AT&T	Acct # 019 295 1870 001	24.43
Bill Pmt -Check	02/06/2023	81981	Aviation Laboratories	AS450	1,550.00
Bill Pmt -Check	02/06/2023	81982	Card Service Center		3,718.53
Bill Pmt -Check	02/06/2023	81983	Charter Business - 0229	8787 14 680 0000229	2,112.43
Bill Pmt -Check	02/06/2023	81984	Charter Business - 0590	8787 14 001 0420590	48.94
Bill Pmt -Check	02/06/2023	81985	Charter Business - 5595	Acct # 8787 14 002 0105595	179.97
Bill Pmt -Check	02/06/2023	81986	Cintas Corporation	10829	319.41
Bill Pmt -Check	02/06/2023	81987	City Lumber	Cust # 7259	857.90
Bill Pmt -Check	02/06/2023	81988	City of Astoria - utilities		126,172.17
Bill Pmt -Check	02/06/2023	81989	Columbia Steel Supply		1,965.63
Bill Pmt -Check	02/06/2023	81990	Del's OK Point S Tire	POR101	462.00
Bill Pmt -Check	02/06/2023	81991	DEQ	Recology WOW Dredge and Fill Certification Applicat...	4,874.20
Bill Pmt -Check	02/06/2023	81992	Earthworx Excavation, LLC		10,058.75
Bill Pmt -Check	02/06/2023	81993	Frank Spence, Commissioner	Reimb - Jan 2022	50.00
Bill Pmt -Check	02/06/2023	81994	Jackson and Son Oil	Acct # 63045	16,231.50
Bill Pmt -Check	02/06/2023	81995	Joaquin Cruz		150.00
Bill Pmt -Check	02/06/2023	81996	LANDA Northwest, Inc.	Acct # B18231	953.72
Bill Pmt -Check	02/06/2023	81997	Landside Resources, Inc.	December 2022	1,050.00
Bill Pmt -Check	02/06/2023	81998	Larry Jones (Retiree)		794.34
Bill Pmt -Check	02/06/2023	81999	Lawson Products	Cust # 10075026	199.46
Bill Pmt -Check	02/06/2023	82000	Matt Hansen (A/P)		77.00
Bill Pmt -Check	02/06/2023	82001	Mead & Hunt		69,135.44
Bill Pmt -Check	02/06/2023	82002	North Coast Truck Parts	Acct # 358 W/O#2197 - REPLACEMENT CHECK	24.75
Bill Pmt -Check	02/06/2023	82003	Northwest Local Government Legal Advi...	Jan 2023	1,815.00
Bill Pmt -Check	02/06/2023	82004	NW Marine Terminal Assn		1,527.00
Bill Pmt -Check	02/06/2023	82005	NW Natural		3,066.75
Bill Pmt -Check	02/06/2023	82006	Oregon Dept of Aviation	2023 Business License Fee	100.00
Bill Pmt -Check	02/06/2023	82007	Pacific Power		10,866.92
Bill Pmt -Check	02/06/2023	82008	PacificSource Administrators	Employer ID: P00431	2,040.54
Bill Pmt -Check	02/06/2023	82009	PetroCard, Inc.	01-0004280	623.44
Bill Pmt -Check	02/06/2023	82010	Platt Electric Supply (Rexel)	Acct #135946	114.35
Bill Pmt -Check	02/06/2023	82011	Polk Riley's Printing & Design		779.00
Bill Pmt -Check	02/06/2023	82012	Robert D Hanks	RH - Group: 10013822 Subscriber: J24129553 FEB ...	277.38
Bill Pmt -Check	02/06/2023	82013	S. Bruce Conner	February 2023	2,100.00
Bill Pmt -Check	02/06/2023	82014	Shane Jensen - Grant Writer	Grant Writing - Jan 2023	10,653.00
Bill Pmt -Check	02/06/2023	82015	Sherwin-Williams	4251-5877-1	160.78
Bill Pmt -Check	02/06/2023	82016	Shred-It	Cust # 16971101	60.00
Bill Pmt -Check	02/06/2023	82017	Special Districts Association of Oregon		460.00
Bill Pmt -Check	02/06/2023	82018	Special Districts Health Premiums	Cust # 03-0016324	47,919.48
Bill Pmt -Check	02/06/2023	82019	Standard Insurance Co.	Policy # 00 158620 0001	1,935.06
Bill Pmt -Check	02/06/2023	82020	Staples Advantage		515.70
Bill Pmt -Check	02/06/2023	82021	Sundial Travel Services, Inc.	Reimb for Cruise the West in Vancouver BC Canada	1,226.73
Bill Pmt -Check	02/06/2023	82022	Sunset Auto Parts - NEW	Cust # 76004	580.10
Bill Pmt -Check	02/06/2023	82023	Topper Industries, Inc.	Job # 8185	16,964.80
Bill Pmt -Check	02/06/2023	82024	Verizon Wireless #7705-1	270297705-00001	602.03
Bill Pmt -Check	02/06/2023	82025	Walter E. Nelson Co.	Cust # 1629	218.83
Bill Pmt -Check	02/06/2023	82026	WHA Insurance Agency, Inc.		45,117.00

Total 102-02 - CCB Operating #1442

414,878.15

Total 102-00 - Cash

414,878.15

TOTAL

414,878.15

JAC OK
2-6-23

2/6/23
Wuu

Port of Astoria
Vouchers Paid -- Operating Acct

Type	Date	Num	Name	Memo	Credit
102-00 - Cash					
102-02 - CCB Operating #1442					
Bill Pmt -Check	02/21/2023	82029	A Coastal Lock & Key, LLC		283.50
Bill Pmt -Check	02/21/2023	82030	Advanced Remediation Technologies, Inc.	Job # OR0203-005.001	1,680.00
Bill Pmt -Check	02/21/2023	82031	Alderbrook Imaging		200.00
Bill Pmt -Check	02/21/2023	82032	ALS Environmental	Cust # 205142-01	725.00
Bill Pmt -Check	02/21/2023	82033	America's Phone Guys		581.68
Bill Pmt -Check	02/21/2023	82034	Astoria Ford	W/O#3302	2,412.70
Bill Pmt -Check	02/21/2023	82035	Bergerson Construction, Inc		241,613.50
Bill Pmt -Check	02/21/2023	82036	Campbell Environmental		5,540.00
Bill Pmt -Check	02/21/2023	82037	Cartomation, Inc.	Invoice #60	500.00
Bill Pmt -Check	02/21/2023	82038	Cintas Corporation	10829	425.88
Bill Pmt -Check	02/21/2023	82039	City of Warrenton		2,879.43
Bill Pmt -Check	02/21/2023	82040	CityServiceValcon		86.02
Bill Pmt -Check	02/21/2023	82041	Clatsop Economic Development Resour...	Membership renewal	1,000.00
Bill Pmt -Check	02/21/2023	82042	Clean Water Technologies, LLC	Jan support	1,305.25
Bill Pmt -Check	02/21/2023	82043	Columbia Steel Supply		236.30
Bill Pmt -Check	02/21/2023	82044	Earthworx Excavation, LLC		10,077.50
Bill Pmt -Check	02/21/2023	82045	Emerald Recycling	Billing Acct # PO22482	247.00
Bill Pmt -Check	02/21/2023	82046	Englund Marine (Airport)		113.55
Bill Pmt -Check	02/21/2023	82047	Englund Marine (Boatyard)		107.00
Bill Pmt -Check	02/21/2023	82048	Englund Marine (Marina)		248.96
Bill Pmt -Check	02/21/2023	82049	Englund Marine (MX)		2,446.11
Bill Pmt -Check	02/21/2023	82050	Evans Plumbing, Inc.	Work Order #6-129870	3,848.89
Bill Pmt -Check	02/21/2023	82051	Harold Culver (Retiree)		554.76
Bill Pmt -Check	02/21/2023	82052	Home Depot	6035 3225 3191 4798	617.29
Bill Pmt -Check	02/21/2023	82053	iFocus Consulting, Inc.		4,825.00
Bill Pmt -Check	02/21/2023	82054	Inland Electric, Inc.	Job # S13260S	152.00
Bill Pmt -Check	02/21/2023	82055	J P Plumbing Company, Inc.	Cust ID: AS75	144.00
Bill Pmt -Check	02/21/2023	82056	Jackson and Son Oil	Acct # 63045	10,072.04
Bill Pmt -Check	02/21/2023	82057	Jordan Ramis PC	Client ID 43046	95.00
Bill Pmt -Check	02/21/2023	82058	Landside Resources, Inc.	January 2023	1,475.00
Bill Pmt -Check	02/21/2023	82059	Lawson Products	Cust # 10075026	175.73
Bill Pmt -Check	02/21/2023	82060	Matthew McGrath (A/P)	Reimbursement - Jan 2023	80.63
Bill Pmt -Check	02/21/2023	82061	Maul Foster & Alongi, Inc.		14,847.64
Bill Pmt -Check	02/21/2023	82062	Mead & Hunt		35,813.81
Bill Pmt -Check	02/21/2023	82063	Melanie Howard (A/P)		122.79
Bill Pmt -Check	02/21/2023	82064	Northwest Meter Calibration & Repair		962.45
Bill Pmt -Check	02/21/2023	82065	Orkin Pest Control	28012851	114.90
Bill Pmt -Check	02/21/2023	82066	Pacific Power		7,806.69
Bill Pmt -Check	02/21/2023	82067	Performance Systems Integration, LLC	901626	1,403.84
Bill Pmt -Check	02/21/2023	82068	PERS Health	AS - Group: 10013822 Subscriber: H80550901	277.38
Bill Pmt -Check	02/21/2023	82070	PetroCard, Inc.	01-0004280	638.16
Bill Pmt -Check	02/21/2023	82071	Platt Electric Supply (Rexel)	Acct #135946	502.06
Bill Pmt -Check	02/21/2023	82072	Pro-Fresh LLC	P1 Bldg Lobby	1,602.00
Bill Pmt -Check	02/21/2023	82073	Rachel Johnson (A/P)		48.33
Bill Pmt -Check	02/21/2023	82074	Recology Western Oregon		3,183.06
Bill Pmt -Check	02/21/2023	82075	Sherwin-Williams	4251-5877-1	66.77
Bill Pmt -Check	02/21/2023	82076	Sierra Springs	928320221793628	107.98
Bill Pmt -Check	02/21/2023	82077	Solutions YES, LLC	Acct # PO03	132.34
Bill Pmt -Check	02/21/2023	82078	Special Touch Janitorial, Inc.	February 2023	3,962.50
Bill Pmt -Check	02/21/2023	82079	Spectrio, LLC	Acct # SPX755863	105.00
Bill Pmt -Check	02/21/2023	82080	State of Oregon - Employment Tax	BUS ID#: 0504015-4	1,010.71
Bill Pmt -Check	02/21/2023	82081	Sweet Septic and Portable Service		260.00
Bill Pmt -Check	02/21/2023	82082	Tim Severson (A/P)		194.95
Bill Pmt -Check	02/21/2023	82083	TKE (Thyssenkrupp Elevator Corp)	Cust # 71259	690.18
Bill Pmt -Check	02/21/2023	82084	Topper Industries, Inc.	Job # 8185	42,412.00
Bill Pmt -Check	02/21/2023	82085	VenTek International	Cust # PORTASTORIA	380.00
Bill Pmt -Check	02/21/2023	82086	Walter E. Nelson Co.	Cust # 1629	81.36
Bill Pmt -Check	02/21/2023	82087	Will Isom (A/P)	Reimb for mileage driven	337.98
Bill Pmt -Check	02/21/2023	82069	PERS Health	JA - Group: 10013822 Subscriber: T62752933	277.38

Total 102-02 - CCB Operating #1442

412,091.98

Total 102-00 - Cash

412,091.98

TOTAL

412,091.98

HOLD CK# 82084
JTC OIK
2-22-23

OK
Wm

March 2023

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 26	27	28	Mar 1 7PM Gearhart City Council Mtg	2	3	4
5	6 7PM Astoria City Council Mtg	7 4PM Regular Session 6PM CB City Council Mtg	8 6PM Clatsop Cnty Commission	9 10AM Col-Pac EDD Mtg 10AM NWOEA Mtg 1PM NW ACT Clatsop Comm College	10	11
12	13 4PM Airport Advisory Committee 7PM Seaside City Council Mtg	14 6PM CB City Council Work Mtg 6PM Warrenton City Council Mtg	15 12PM Finance Cmte	16	17	18
19	20 7PM Astoria City Council Mtg	21 4PM Regular Workshop Session	22 6PM Clatsop Cnty Commission	23	24	25
26	27 7PM Seaside City Council Mtg	28 330PM CEDR Board Mtg 530PM Astoria Planning Commission 6PM Warrenton City Council Mtg 7:30AM AWACC	29	30	31	Apr 1

MFA WORK ORDER AUTHORIZATION**Between Maul Foster & Alongi, Inc. (MFA), and Port of Astoria (Client).**

Signing of this authorization by MFA and Client authorizes MFA to complete the work as described below (Work) under the attached General Terms and Conditions and Schedule of Charges.

MFA project number: M0475.02.017**Work order number:** 02**Project name:** AOC 4 Slip 2 Remedial Action Preliminary Plans**Project location:** Astoria, Oregon**Scope of work:** MFA will perform the Work indicated below.

MFA will conduct the following tasks to comply with the following requirements of the Scope of Work in the AOC 4 Consent Judgment:

Task 1: Project Management, Team Meetings, and Agency Coordination

MFA will host bi-weekly meetings (up to six) with Client staff as the 50% remedial design is developed. Effort includes a presentation of 50% design documents to DEQ, and periodic communication with DEQ's engineering project manager. Project management and administrative Client communications are included in Task 1.

Assumed Task 1 budget is up to 54 hours.

Task 2: Topographic Survey

MFA will subcontract with a surveyor licensed in the state of Oregon to collect topographic survey data to supplement data gaps in current surveys, and will focus on information needed for the current sediment cap described in the ROD. Additional survey may be requested if a future bulkhead is needed. Survey data will be used to support the development of design documents described in Task 3.

Assumed Task 3 budget is up to 8 hours and \$9,200 in subcontractor expenses.

Task 3: 50% Remedial Design

MFA will prepare a 50% remedial design summary and supporting documents necessary to satisfy the requirements for the Preliminary Design Meeting as required under the Consent Judgement, Scope of Work (II.D.1 Preliminary Design Meetings). The 50% remedial design deliverable will include design objectives, criteria, and standards; description of design elements, preliminary drawings; description of current or anticipated problems that may delay the project schedule; preliminary construction schedule; and a description of the relevant permitting requirements. The design summary information would be used as the basis for preparing the Joint Permit Application in the next phase of work.

Assumed Task 3 budget is up to 213 hours.

Assumptions and Exclusions

Geotechnical analysis, preparation of permit application documents, and substantive revision of documents (or comment/revision beyond one each) has been excluded from the scope of work. The scope does not include development of remedial options potentially involving the development of a bulkhead. These items can be provided at your request as a change to the scope of work and an extra fee to be negotiated.

Schedule of work:

Task 1 – Through March 31, 2023

Task 2 – Final Deliverable – February 17, 2023

Task 3 – Draft Deliverable to DEQ – March 31, 2023

In preparing the scope of work, MFA has assumed the hours listed in each task above. MFA will obtain direction from the Client for work beyond the effort listed above. MFA has assumed one round of Client and DEQ comment/revision for documents.

MFA will begin work within 5 days of receiving authorization to proceed. This proposal is valid for 30 days.

Estimated cost of work:

The cost to complete the scope of work is \$57,750.

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this **Choose a day of the month.** day of **Click here to enter month, year.**

By Maul Foster & Alongi, Inc.

By Port of Astoria, Oregon

Signature

Erik Bakkom

Printed Name

Principal Engineer

Title

Signature

Printed Name

Title



Estimated Budget
Port of Astoria - AOC 4 Slip 2 Remedial Action Preliminary Plans

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
Project Management, Team Meetings, 1 and Agency Coordination	54	\$10,700	\$0	\$0	\$10,700
2 Topographic Survey	8	\$1,320	\$0	\$9,200	\$10,520
3 50% Remedial Design	213	\$36,530	\$0	\$0	\$36,530
Total Estimated Cost					\$57,750

MFA WORK ORDER AUTHORIZATION

Between Maul Foster & Alongi, Inc. (MFA), and Port of Astoria (Client).

Signing of this authorization by MFA and Client authorizes MFA to complete the work as described below (Work) under the attached General Terms and Conditions and Schedule of Charges.

MFA project number: M0475.02.017

Work order number: 03

Project name: AOC 4 Slip 2 Remedial Action – Vapor Assessment

Project location: Astoria, Oregon

Scope of work: MFA will perform the Work indicated below.

Task 5: Vapor Assessment

MFA will complete a vapor sampling event consistent with the Vapor Intrusion Sampling and Analysis Plan dated October 21, 2022, and the response to DEQ comments (approved by email on December 8, 2022) for three buildings located in the AOC 4 study area:

- Former Port office building at 422 Gateway Avenue
- Port shop at 424 Gateway Avenue (directly west of the former Port office building)
- Port maintenance building located at 426 Gateway Avenue (directly west of the Port shop)

The following bullets provide the approach for planning, sampling, and reporting:

- Assist Port with messaging to tenants.
- Complete initial site visit to review building spaces (e.g., identify sampling locations and potential presence of confounding sources, etc.) and provide questionnaire to tenants.
- Identify items that should be moved out of the building before the sampling.
- Prepare for and conduct sampling event.
 - Mobilization 1 = Install temporary weather station and micromanometers. Work with tenants to remove potential confounding indoor sources
 - Mobilization 2 = Remove micromanometers, download data, and return rental units.
 - Mobilization 3 = Collection of samples. Assumes that up to five 8-hour ambient air samples (four indoor and one outdoor), nine 30-minute subslab samples (three per building), and one 8-hour background outdoor air sample will be collected and submitted for laboratory analysis. The temporary weather station will be used to determine the wind direction and most representative outdoor air sample location (four will be collected, but only one analyzed). The samples will be submitted on a standard 15 business day turnaround time. Consistent with the first round of sampling, indoor air samples will not be collected from the shop or the maintenance building.
- Perform data import, quality assurance, compilation of data tables and communication of results with the Port
- Prepare a report that summarizes work completed, results, and includes other lines of supporting evidence

Schedule of work:

MFA will conduct the proposed sampling in January or February 2023.

Estimated cost of work:

The cost to complete the scope of work is \$43,416.

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 18th day of January, 2023.

By Maul Foster & Alongi, Inc.

By Port of Astoria

Signature

Erik Bakkom, PE

Printed Name

Principal Engineer

Title

Signature

Will Isom

Printed Name

Executive Director

Title



ESTIMATED BUDGET
Port of Astoria - Vapor Assessment

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Vapor Sampling Event	100	\$16,063	\$4,830	\$0	\$20,893
2 Analytical Work and QA/QC	15	\$2,805	\$0	\$11,500	\$14,305
3 Reporting	46	\$8,218	\$0	\$0	\$8,218
Total Estimated Cost					\$43,416

MFA WORK ORDER AUTHORIZATION

Between Maul Foster & Alongi, Inc. (MFA), and Port of Astoria (Client).

Signing of this authorization by MFA and Client authorizes MFA to complete the work as described below (Work) under the attached General Terms and Conditions and Schedule of Charges.

MFA project number: M0475.02.017

Work order number: 04

Project name: AOC 4 Slip 2 Remedial Action – Data Gap Sediment Sampling

Project location: Astoria, Oregon

Scope of work: MFA will perform the Work indicated below.

Task 6: Data Gap Sediment Sampling

MFA will complete a sediment sampling event consistent with the Data Gaps Sampling and Analysis Plan dated October 21, 2022, and the response to DEQ comments (approved by email on December 8, 2022) for Slip 2 located in the AOC 4 study area. The following bullets provide the approach for planning, sampling, and reporting:

- Prepare for and conduct sampling event.
 - Sediment will be field screened for petroleum sheen every 25 feet from the historical sample location to the bulkhead
 - Samples will be collected at up to three locations (from 0-30cm and 30-50 cm) based on field screening results
 - Two samples will also be collected at the same depths toward the slip
 - The samples will be submitted on a standard 10 business day turnaround time for the methods presented in the Data Gaps Sampling and Analysis Plan
- Perform an import, quality assurance, compilation of data tables, and communication of results with the Port
- Prepare a report that summarizes work completed, results, and includes other lines of supporting evidence

Schedule of work:

MFA will conduct the proposed sampling in January or February 2023.


Estimated cost of work:

The cost to complete the scope of work is \$21,856.00.

This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

So agreed to this 18th day of January, 2023.

By Maul Foster & Alongi, Inc.


Erik Bakkom (Jan 18, 2023 15:20 PST)

Signature

Erik Bakkom, PE

Printed Name

Principal Engineer

Title

By Port of Astoria


Will Isom (Jan 18, 2023 14:38 PST)

Signature

Will Isom

Printed Name

Executive Director

Title



ESTIMATED BUDGET
Port of Astoria - Data Gap Sediment Sampling

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1 Data Gap Sediment Sampling Event	38	\$6,485	\$1,532	\$0	\$8,017
2 Analytical Work and QA/QC	15	\$2,805	\$0	\$4,991	\$7,796
3 Reporting	42	\$6,043	\$0	\$0	\$6,043
Total Estimated Cost					\$21,856



GENERAL TERMS AND CONDITIONS

ARTICLE 1—AGREEMENT

These General Terms and Conditions (the “Agreement”) govern all professional services, labor, materials, and equipment (collectively the “Services”) furnished by Maul Foster & Alongi, Inc. (“MFA”), pursuant to the attached proposal (the “Proposal”) and on behalf of MFA’s client (“CLIENT”). MFA’s performance of its Services under this Agreement is conditioned on the acceptance of all the following terms and conditions by CLIENT. This Agreement does not need to be signed by CLIENT to be effective.

ARTICLE 2—PROFESSIONAL RESPONSIBILITY

MFA shall perform the Services specified in this Agreement consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the Services are performed; subject, however, to any express limitations established by the CLIENT as to the degree of care and amount of time and expense to be incurred and any other limitations contained in this Agreement. No other representation, warranty, or guaranty, express or implied, is included in or intended by this Agreement or any other of MFA’s services, proposals, agreements, or reports contemplated by this Agreement.

ARTICLE 3—INDEPENDENT CONTRACTOR STATUS; LEGAL RELATIONSHIP

The parties intend that MFA, in performing Services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. MFA shall be free to contract for similar services to be performed for other individuals or entities while it is under contract with CLIENT.

The parties further intend that nothing in this Agreement shall be construed or interpreted as requiring MFA to assume the status of an owner, operator, generator, person who arranges for disposal, transporter, or storer, as those terms, or any other similar terms, are used in any federal, state, or local statute, regulation, order, or ordinance governing the treatment, storage, handling, and disposal of any toxic or hazardous substance or waste.

ARTICLE 4—BILLING AND PAYMENT

Invoices will be submitted monthly and shall be due and payable upon receipt. Payment shall be made to Maul Foster & Alongi, Inc., and delivered to:

Maul Foster & Alongi, Inc.
109 East 13th Street
Vancouver, WA 98660

Except as otherwise agreed in writing, CLIENT agrees that there shall be no retention or holdback of the fee for the Services. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid within thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. MFA may, at its option, withhold performance of the Services and/or delivery of reports and any other data pending payment by CLIENT.

ARTICLE 5—LIMITATION OF LIABILITY

CLIENT agrees to limit the liability of MFA, its officers, directors, shareholders, affiliates, employees, agents, and representatives (the “MFA Parties”) to CLIENT for all claims and legal proceedings of any type arising out of or relating to the performance of Services under this Agreement (including, but not limited to, MFA’s breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of MFA’s Fee. Failure of CLIENT to give written notice to MFA of any claim of negligent act, error, or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall MFA be liable for any direct, indirect, special, incidental, exemplary, or consequential loss or damages sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, or otherwise. MFA is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder.

ARTICLE 6—INDEMNIFICATION

Subject to the limitation of liability above, MFA shall indemnify and hold CLIENT harmless from the proportionate share of any claim, suit, liability, damage, injury, cost, or expense, including attorneys’ fees, or other loss (hereafter collectively called “Loss”) arising out of (a) MFA Parties’ breach of this Agreement or (b) MFA Parties’ willful misconduct or negligence in connection with the performance of the Services under this Agreement.

CLIENT agrees to indemnify, defend, and hold harmless MFA Parties from any Loss arising out of (a) CLIENT’s breach of the Agreement, or (b) CLIENT’s willful misconduct or negligence in connection with performance of the Agreement. To the extent a portion of such Loss is caused by MFA’s negligence, CLIENT shall indemnify and hold MFA harmless from the proportional share of the Loss resulting from the acts or negligence of CLIENT.

ARTICLE 7—TERM OF AGREEMENT; TERMINATION

If any Services agreed to be performed hereunder are terminated, CLIENT will pay MFA for Services performed to the date MFA receives notice of termination and shall further pay for any costs reasonably incurred by MFA in connection with terminating Services, including, but not limited to, the costs of completing analysis, records, and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts.

The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 8—TIME OF PERFORMANCE/FORCE MAJEURE

MFA makes no warranties regarding the time of completion of Services and shall not be in default of performance under this Agreement where such performance is prevented, suspended, or delayed by any cause beyond MFA’s control, including but not limited to, war, terrorism, pestilence, act of God, mechanical malfunction, unavailability of energy, unavailability of materials, pandemic, cyberattack, accident, fire, explosion, public protest, or governmental actions or legislation.

Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. If such events occur, it is agreed that both parties will use their best efforts to overcome all difficulties arising and to resume as soon as reasonably possible performance of Services under this Agreement. Delays within the scope of this provision will extend the contract completion date for specified

services commensurately or will, at the option of either party, make this Agreement subject to termination or to renegotiation.

ARTICLE 9—SUSPENSION OF SERVICES

CLIENT may suspend further performances of Services by MFA by ten (10) days prior written notice. If payment of invoices by CLIENT is not maintained on a thirty (30) day current basis, MFA may suspend further performance until such payment is restored to a current basis. Suspensions for any reason exceeding thirty (30) days will, at the option of MFA, make this Agreement subject to termination or renegotiation.

All suspensions will extend the contract completion date for specified services commensurately, and MFA will be paid for services performed to the suspension date plus suspension charges. Suspension charges are defined as those charges relating to costs incurred which are directly attributable to suspension of services, including, but not limited to, personnel rescheduling, equipment rescheduling, and/or reassignment adjustments.

ARTICLE 10—CHANGED CONDITIONS

If, during the course of the performance of the Services under this Agreement, conditions or circumstances develop or are discovered which were not contemplated by MFA at the commencement of this Agreement, and which materially affect MFA's ability to perform the Services or which would materially increase the costs to MFA of performing the Services, then MFA shall notify the CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and MFA shall renegotiate in good faith the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after the mailing of such notice, MFA may terminate the Agreement and be compensated as set forth in the section of this Agreement entitled TERM OF AGREEMENT; TERMINATION.

ARTICLE 11—INSURANCE

MFA agrees to use its best efforts to maintain Professional Liability, Commercial General Liability, Automobile Liability, statutory Worker's Compensation, and Employers' Liability insurance coverage during the period of performance of services hereunder in the following minimum amounts:

LIMITS OF LIABILITY

- | | | |
|----|---|---|
| A. | Worker's Compensation
Employer's Liability | Statutory
\$1,000,000 |
| B. | Commercial General Liability
(including Contractual Liability)
Bodily Injury
Property Damage | \$1,000,000 each occurrence and aggregate |

LIMITS OF LIABILITY

- | | | |
|----|---|---|
| C. | Comprehensive Automobile Liability
(Owned, Hired, and Non-owned
Vehicles)
Bodily Injury
Property Damage | \$1,000,000 combined single limits for each
accident |
|----|---|---|

D. Professional Liability: \$1,000,000 for each occurrence or aggregate

At CLIENT's request, insurance certificates will be provided by MFA to evidence such coverages.

ARTICLE 12—HAZARDOUS OR UNSAFE CONDITIONS

CLIENT has fully informed MFA of the type, quantity, and location of any hazardous, toxic, or dangerous materials or unsafe or unhealthy conditions which CLIENT knows or has reason to suspect exists at all real property where the Services are to be performed (the "Project Site"). CLIENT shall immediately inform MFA when it becomes aware of any new information as to the foregoing which may affect the project, such as information to constitute a CHANGED CONDITION subject to the provisions of Article 10 of this Agreement.

MFA shall not be responsible for the health and safety of any persons other than the MFA Parties, nor shall have any responsibility for the operations, procedures, or practices of persons or entities other than the MFA Parties.

ARTICLE 13—SUBSURFACE OBSTRUCTIONS

CLIENT shall provide to MFA plans which designate the location of all subsurface structures, such as pipes, tanks, cables, and utilities within the property lines of the Project Site. CLIENT shall be responsible for any damage inadvertently caused by MFA to any subsurface structure not so designated. CLIENT warrants the accuracy of any information supplied by it to MFA and understands and agrees that MFA is entitled to and may rely upon the accuracy of any and all information supplied by CLIENT without independently verifying its accuracy. MFA may assist CLIENT in obtaining locator services to help CLIENT in identifying subsurface obstructions, but CLIENT agrees to indemnify and hold MFA harmless against any Loss arising out of or connected with CLIENT's inaccurate identification of underground obstructions.

ARTICLE 14—REPORTING AND DISPOSAL

CLIENT shall be solely responsible for notifying all appropriate federal, state, regional, local, or other governmental agencies of the existence of any hazardous, toxic, or dangerous materials on or in the Project Site or discovered during the performance of this Agreement. MFA may, in its sole discretion, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. However, no agreement by MFA to make such notification on behalf of CLIENT shall be construed to be an agreement to make such notification on any preceding or subsequent occasions.

CLIENT shall be solely responsible for arranging and paying the costs to lawfully store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes, including, but not limited to, used or unused samples, drill cuttings, water from well development and/or testing left on-site by MFA in connection with performing Services under this Agreement. MFA may, in its sole discretion, agree to make such arrangements on behalf of CLIENT, as CLIENT's agent. However, no agreement by MFA to make such arrangements of behalf of CLIENT shall be construed to be an agreement to make such arrangements on any proceeding or subsequent occasions.

ARTICLE 15—SAMPLES, DRILL CUTTINGS AND WELL WATER

MFA shall not be obligated to preserve soil, rock, water, and other samples obtained from the Project Site as MFA deems necessary for longer than ninety (90) days. CLIENT agrees to receive any such unused sample material for its sole, lawful storage, treatment, or disposal at any time after expiration of the ninety (90) day term.

ARTICLE 16—RIGHT OF ENTRY AND UNAVOIDABLE DAMAGES

CLIENT agrees to grant or arrange for right of entry when deemed necessary by MFA to perform the Services at the Project Site, whether or not the Project Site is owned by CLIENT. CLIENT recognizes that the use of investigative equipment and practices may unavoidably alter conditions or affect the environment at the Project Site. While MFA will take all reasonable precautions to minimize damage to the Project Site, the cost of repairing any such damage shall be borne by CLIENT, and it is understood that the correction of such damage is not part of the Services or the Fee contemplated by this Agreement.

ARTICLE 17—SUBCONTRACTORS

MFA may, in its sole discretion, subcontract for the services of others without obtaining CLIENT's consent where MFA deems it necessary or desirable to have others perform certain services. If MFA, in its sole discretion, deems it necessary or desirable to obtain Client's advance concurrence as to any proposed subcontract, MFA may make a written request to CLIENT to review the qualifications and suggested scope of work to be performed by such proposed subcontractor and CLIENT shall either grant or deny such concurrence within a reasonable time after receipt of such request.

ARTICLE 18—OWNERSHIP AND REUSE OF DOCUMENTS

All documents furnished by MFA pursuant to this Agreement are instruments of MFA's services. MFA shall retain all ownership and property interests therein, including all common law, statutory, and other reserved rights, including copyrights. Such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse without specific written verification and adaptation by MFA for the specific purpose intended will be at the reuser's sole risk and without liability or legal exposure to MFA. To the fullest extent permitted by law, CLIENT agrees to indemnify and hold harmless MFA Parties from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from CLIENT's use of MFA's documents under this section. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents and is not the project deliverable unless specifically agreed to the contrary. MFA disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 19—NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries of this Agreement, and no third party shall be entitled to rely upon any work performed or reports prepared by MFA hereunder for any purpose whatsoever. CLIENT shall indemnify and hold MFA harmless against any liability to any third party for any Loss arising out of or relating to the reliance by any such third party on any work performed or reports issued by MFA hereunder. The provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 20—DESIGNS AND DISCOVERIES

In the course of providing Services to CLIENT, MFA may utilize or develop designs, ideas, discoveries, inventions, or improvements of these (collectively "Ideas"), made by the MFA Parties. CLIENT agrees that MFA's utilization or development of such Ideas does not grant CLIENT any right in the form or ownership or license to such Ideas. All Ideas utilized or developed while providing CLIENT Services shall be deemed to be property of MFA.

ARTICLE 21—LAWS AND REGULATIONS

Both parties will be entitled to regard all applicable laws, rules, regulations, and orders issued by any federal, state, regional, or local regulatory body as valid and may act in accordance therewith until such time as the same may be modified or superseded by such regulatory body or invalidated by final judgment in a court of competent jurisdiction, unless prior to such final judicial determination, the effectiveness of such law, rule, or regulation has been stayed by an appropriate judicial or administrative body having jurisdiction.

In the event there are changes in existing laws, codes, regulations, orders or ordinances, or the interpretation thereof, following the performance of professional services, CLIENT agrees to defend, indemnify, and hold MFA harmless from any and all claims, including claims for fines or penalties imposed, resulting from or alleged to have resulted from noncompliance with or nonincorporation of such changes in professional services prior to the effectiveness of such changes.

ARTICLE 22—ASSIGNMENT

Neither party to this Agreement may delegate, assign, or otherwise transfer its rights and interests or duties and obligations under this Agreement without prior written consent of the other party.

ARTICLE 23—DISPUTE RESOLUTION

Any claim, controversy, dispute, or disagreement between the parties arising out of or relating to this Agreement, including but not limited to those arising out of or relating to any Work Order Authorization and including those based on or arising from any statute, constitution, regulation, ordinance, rule, or any alleged tort (collectively “Dispute”), shall be resolved in accordance with the following dispute resolution procedure:

1. CLIENT and MFA agree that discussing and reaching an agreement is often the most cost-effective and beneficial method to resolve a dispute. In the event that any Dispute arises between them, the parties agree to hold a meet-and-confer session between one or more principals of each party with authority to settle the dispute.
2. If the parties cannot reach a mutually acceptable resolution, they shall proceed to non-binding mediation using a mutually agreed upon mediator, with each party being responsible for one-half of the mediator’s fee. Mediation is an express condition precedent to binding arbitration, as provided below.
3. Unless successfully resolved as provided above, the parties agree that any Dispute shall be resolved by binding arbitration with the then-effective arbitration rules of Arbitration Services of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

ARTICLE 24—ATTORNEYS’ FEES AND COSTS

If any action or proceeding is commenced to enforce or interpret any of the terms or conditions of this Agreement or the performance thereof, including the collection of any payments due hereunder, the prevailing party will be entitled to recover all reasonable attorneys’ fees, costs, and expenses, including staff time at current billing rates, expert witness fees, court costs, and other claim-related expenses.

If MFA is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT’s behalf regarding work performed by MFA, CLIENT agrees to pay all costs and expenses incurred by MFA not reimbursed by others in responding to such order, including attorney’s fees, staff time at current billing rates, and reproduction expenses.

ARTICLE 25—GOVERNING LAW AND VENUE

This Agreement shall be subject to, interpreted, and enforced according to the laws of the State from which MFA's services are procured. The parties submit to jurisdiction in Clark County, Washington, and agree that the venue for any and all disputes arising out of or related to this Agreement shall be in Clark County, Washington. Each party further agrees that, in any litigation or arbitration arising out of or related to this Agreement, the party, and the party's officers, employees, and agents shall appear, at that party's expense, for deposition in Clark County, Washington.

ARTICLE 26—SEVERABILITY

Any provision of this Agreement held in violation of any law will be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. The parties will attempt in good faith to replace any invalid or unenforceable provision(s) of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

ARTICLE 27—ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and MFA. It supersedes any and all prior written or oral agreements, negotiations, or proposals, or contemporaneous communications with respect to the subject matter hereof, and has not been induced by any representations, statements, or agreements other than those herein expressed. No amendment to this Agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by authorized representatives of both parties.



SCHEDULE OF CHARGES

PERSONNEL CHARGES

Principal	\$245 – 260/hour
Senior.....	\$160 – 230/hour
Project.....	\$160 – 185/hour
Analyst	\$155 – 165/hour
Staff	\$140 – 160/hour
Graphic Design.....	\$135 – 145/hour
Technician	\$120 – 150/hour
Administrative Support	\$115 – 125/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

EXPENSES

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles/mileage	Shipping charges
Transportation on public carriers	Meals and lodging
Special fees, permits, insurance, etc.	Consumable materials

DIRECT CHARGES

Charges for specialized software modeling and equipment are as specified in the scope of work.

Field equipment rates are set forth in the Field Equipment Rate Schedule.

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

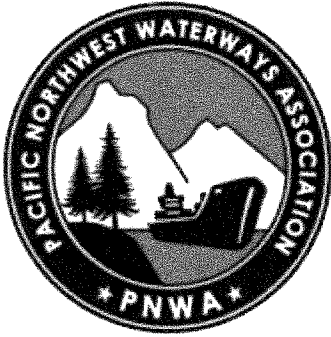
Schedule of Charges are subject to change without notice.

FACILITY SERVICES RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("Customer") orders from orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained here in. Pricing is based on 52 weeks billing per rental item per year.
2. All items will be cleaned and maintained by Company and remain property of the Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
4. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means Customer will pay the then current replacement values for said items.
5. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled textiles serviced under this agreement. In no case will the hazardous materials be present to the extent that they may be harmful to Company's employees.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the due date to the date of payment in full at an annual percentage rate equal to the lesser of (a) either percent 18% or (or) the maximum rate permitted by law.
7. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any claims arising from defective products.
8. **Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.**
9. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all Facility Services Products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
10. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall be in the state where the Customer is located.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders of other documents issued by the Customer, in which case, the terms of this agreement shall control.
14. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state, or local government body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of the Company.
15. **Prevailing Wage/Living Wage.** Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the



Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.



2023 MISSION TO WASHINGTON

MARCH 19-23 | THE MAYFLOWER HOTEL |
WASHINGTON D.C.

The Mission to Washington is PNWA's signature event held annually in our nation's capital. Each year, 70-80 PNWA members converge in DC to meet with agency leaders, members of the Northwest Congressional delegation, key Committee staff, and federal partners. This event is the perfect time to highlight the PNWA agenda for our national colleagues and for you to carry your own messages from the Northwest. PNWA staff are working on the agenda, which will be released shortly.

We recommend you make your travel plans for Saturday, March 18th, through Friday, March 24th, as meetings will run later into the day on Thursday.



REGISTER HERE: JOIN US IN WASHINGTON DC!

The 2023 PNWA Mission to Washington promises to be an event you will want to attend!

With the new 118th Congress sworn in, 2023 is guaranteed to be a year of change for our nation. Join us in the nation's capital as we meet with lawmakers and their offices to ensure our priorities and issues are top of mind.

Throughout the program, participants will gain valuable insights and network with key federal agency officials, industry partners, and DC insiders. In addition, we will spend two days on Capitol Hill meeting with the Northwest Congressional delegation. Details of the agenda will be released in the coming weeks. Make your plans to join us today!

DRAFT AGENDA

SUNDAY, MARCH 19TH

(ALL EVENTS IN THE MAYFLOWER HOTEL)

6:00PM – 8:00PM | MISSION STRATEGY SESSION AND WELCOME RECEPTION

MONDAY, MARCH 20TH

(ALL EVENTS IN THE MAYFLOWER HOTEL)

8:00AM – 9:00AM | BREAKFAST AND KICK-OFF SPEAKERS

9:00AM – 12:00PM | GENERAL SESSION SPEAKERS

12:00PM – 1:00PM | LUNCHEON AND SPEAKER

1:15PM – 2:15PM | IPNG MEETING

2:45PM – 5:30PM | OPTIONAL TOUR: NATIONAL MUSEUM OF AFRICAN AMERICAN HISTORY AND CULTURE AND PREVIOUS – *RSVP IS REQ.*

TUESDAY, MARCH 21ST

(DAYTIME EVENTS IN THE MAYFLOWER HOTEL AND EVENING RECEPTION ON CAPITOL HILL)

8:00AM – 9:00AM | BREAKFAST AND SPEAKER

9:00AM – 12:00PM | GENERAL SESSION SPEAKERS

12:00PM – 1:00PM | LUNCHEON AND SPEAKER

6:00PM – 8:00PM | PNWA “TASTE THE NORTHWEST” RECEPTION IN 325 RUSSELL SENATE OFFICE BUILDING (*PNWA MEM. ARRIVE 5:30PM*)

WEDNESDAY, MARCH 22ND

(CONTINENTAL BREAKFAST AND MEETINGS ON CAPITOL HILL)

8:00AM | DEPART FOR SENATE MEETINGS IN 385 RUSSELL SENATE OFFICE BUILDING

8:30AM | CONTINENTAL BREAKFAST IS SERVED

9:00AM – 1:00PM | MEET WITH NORTHWEST SENATE DELEGATION

THURSDAY, MARCH 23RD

(CONTINENTAL BREAKFAST, LUNCH, AND MEETINGS ON CAPITOL HILL)

7:00AM | DEPART FOR HOUSE MEETINGS IN 2043 RAYBURN HOUSE OFFICE BUILDING

7:30AM | CONTINENTAL BREAKFAST IS SERVED

8:00AM – 5:30PM | MEET WITH NORTHWEST HOUSE DELEGATION

6:00PM | 2023 PNWA MISSION TO WASHINGTON ADJOURNS

Note: We encourage participants to travel to DC on Saturday, March 18th in order to be present for the Sunday strategy session and return travel on Friday, March 24th to ensure we have maximum participation in meetings with House Members of Congress.

LODGING INFORMATION

The PNWA event will be held at The Mayflower Hotel Washington DC, however, our contracted room block with the discounted rate is sold out. Rooms are still available at the hotel, but are subject to the current market rate. To make your hotel reservation, please call the Mayflower at (877) 212-5752. For more information about The Mayflower Hotel, [click here](#).

We encourage our members to stay at The Mayflower Hotel if possible, but understand that the market rate may be too costly for some. Nearby hotels can be viewed [here](#).

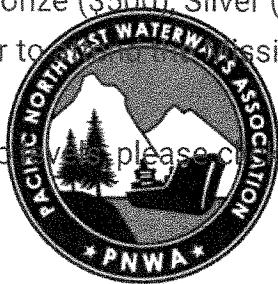
SPONSORSHIP OPPORTUNITIES

As part of the Mission to Washington DC, we hold our signature Taste the Northwest reception featuring refreshments and hors d'oeuvres from the Pacific Northwest. Our members donate the Northwest foods and beverages we serve at the reception, and we would love to feature a local flavor from your neck of the woods. Past examples of donated items include beer, seafood, cheeses, jams, chocolates, and even fresh tulips. If you are interested, please contact Randi Besser by email or by telephone at (503) 234-8550.

Monetary donations are also very much appreciated and help to offset the many costs of hosting this popular event. You can sign up to be a Bronze (\$500), Silver (\$800), Gold (\$1,000), or Platinum (\$1,500) Level Sponsor when you register to the event or by contacting Anthony Pena.

Pacific Northwest Waterways
Association

+1 (360) 234-8330
info@pnwa.net

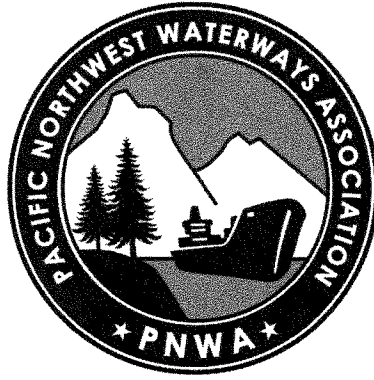


To view more information on sponsorship [please click here.](#)

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- [Priorities](#)
- [Updates](#)
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- [Events](#)

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2023 MISSION TO WASHINGTON

MARCH 19-23

THE MAYFLOWER HOTEL

WASHINGTON, D.C.

We are so pleased to have you join us for PNWA's 2023 Mission to Washington.

The Mission to Washington is PNWA's signature event held annually in our nation's capital. Each year, 70-80 PNWA members converge in DC to meet with agency leaders, members of the Northwest Congressional delegation, key Committee staff, and federal partners. This event is the perfect time to highlight the PNWA agenda for our national colleagues and for you to carry your own messages from the Northwest.

Registration is required for all attendees.

Name *

First Name

Last Name

Title

Organization *

Email *

example@example.com

Attendee Cell Phone Number

(000) 000-0000

We may text this number to alert you to schedule changes, etc.

Late Registration levels are available*

***Early Registration - \$1075 available till February 19, 2023**

***Late Registration - \$1125 available till March 18, 2023**

Organizational sponsorship levels for our *Taste the Northwest* reception are available at Bronze (\$500), Silver (\$800), Gold (\$1,000) and Platinum (\$1,500). [Click here for details on each level.](#)

If you would like to contribute food and beverages for the Taste the Northwest event, please contact Randi Besser directly at randi.besser@pnwa.net.

Please note organizational sponsorships do not include cost of attendance. Each attendee must also purchase an individual registration.

If you select Invoice as Payment Type, it will be emailed to the address listed in this registration.

Payment Type *

Credit Card

Invoice

Cancellation Policy

- Full refund, less \$50 processing fee until February 19
- No refund February 19 or later
- Substitutions are welcome

Submit