



COMMISSION MEETING

JANUARY 10, 2024, 8:30 A.M.
100 E STREET
COLUMBIA CITY, OR 97018

The Port Commission Meeting will be in person. In accordance with state law, the meeting will be accessible via telephone or Zoom. Members of the public may attend the meeting electronically by: <https://us02web.zoom.us/j/83672346546>

Call-In (253) 215-8782 Meeting ID: 836 7234 6546 Passcode: 502787

I. CALL MEETING TO ORDER (President, Robert Keyser)

- A. Flag Salute**
- B. Roll Call**

II. ADDITIONS TO AGENDA

III. CONSENT AGENDA (Items marked with an asterisk are adopted by a single motion unless a Commissioner requests otherwise.)

- A.* Approval of Minutes: December 13, 2023**
- B.* Financial Reports: December 2023**
- C.* Approval of December Check Register (A) and electronic payments in the total amount of \$455,549.47.**

IV. COMMENTS FROM THE PUBLIC

(Limited to 2 min. per person unless prior authorization is obtained)

V. OLD BUSINESS

- | | |
|--|----------------------|
| A. Marina Update | Miriam House |
| B. Airport Update | Lacey Tolles |
| C. Port Westward Dock Update | Elliot Levin |
| D. Lignetics/Neighbors Update | Sean P. Clark |
| E. Sale of New Hangar Building Update | Sean P. Clark |

VI. NEW BUSINESS

- | | |
|---|---------------------|
| A. Approval of 2024 Commission Meeting Dates | Commission |
| B. Committee and Organization Assignments | Commission |
| C. Resolution 2024-01 | Miriam House |
| APPROVING THE SELECTION OF PHI CONSTRUCTION FOR THE MAINTENANCE FACILITY PROJECT AT MULTNOMAH INDUSTRIAL PARK | |



D. Resolution 2024-02

Lacey Tolles

APPROVING THE SELECTION OF NORTHEAST ELECTRIC,
LLC FOR THE SCAPPOOSE AIRPORT EMERGENCY GENERATOR
PROJECT

VII. EXECUTIVE DIRECTOR'S REPORT

VIII. COMMISSIONER REPORTS

IX. EXECUTIVE SESSION

The Board will hold an Executive Session to consider exempt public records, including written legal advice from Port General Counsel, which is privileged under ORS 40.225 and exempt from disclosure under ORS 192.355(9)(a) and ORS 192.660(2)(h).

X. ADJOURNMENT

Next Regularly Scheduled Meetings

Jan. 24 Commission Work Session (TBD)
Feb. 14 at 8:30 a.m. Commission Meeting
Feb. 28 at 6:00 p.m. Commission Work Session:
Strategic Business Plan Update with WSP

Upcoming Events

Jan. 2 at 5:30 p.m. Marina Advisory Comm. Mtg.
Jan. 29 at 11:30 a.m. Agricultural Info Comm. Mtg.
Jan. 29 at 5:00 p.m. Airport Advisory Comm. Mtg.

Agenda times and order of items listed are estimated and are subject to change without notice. This facility is ADA-accessible. If you need special accommodation, please contact the Port office at (503) 397-2888 or TTY (800) 735-1232, at least 48 hours before the meeting.

Pursuant to ORS 192.640 (1) the Port of Columbia County Commission reserves the right to consider and discuss, in either Open Session or Executive Session, additional subjects which may arise after the agenda is published.



COMMISSION MEETING MINUTES DECEMBER 13, 2023 100 E. STREET COLUMBIA CITY, OREGON 97018

The Port of Columbia County held a Board meeting at 8:30 a.m. on Wednesday, December 13, 2023, at the Port office and via Zoom video conferencing with the following present:

Commissioners

Robert Keyser	President
Chip Bubl	Secretary
Brian Fawcett	Vice President
Nancy Ward	2nd Vice President
Nick Sorber	Treasurer

Guests

Betsy Johnson	Scappoose Resident
Jan Schollenberger	Columbia City Resident
Kim Karber	Columbia City Interim Mgr.
Natasha Parvey	NXT Clean Fuels
Steve Nelson	Lignetics Group
Dan Lockett	Columbia Pacific Bio-Refinery (Zoom)
Aaron Cox	Pacific Aircraft Services
Mark Smith	Pacific Aircraft Services
Pete Murphy	Century West (Zoom)
Dan Serres	Columbia Riverkeepers (Zoom)

Staff

Sean P. Clark	Executive Director
Robert Salisbury	Port General Counsel
Guy Glenn, Jr.	Executive Finance Mgr.
Amy Bynum	Bus. Dev. & Real Estate Mgr.
Elliot Levin	N. County Ops. & Terminal Mgr.
Miriam House	Operations Mgr.
Gina Sisco	Comm. & External Affairs Mgr.
Lacey Tolles	Data Res. & Projects Spec.
Elizabeth Millager	Operations Coordinator (Zoom)
Bob Gadotti	Executive Finance Mgr.- (Ret.) (Zoom)
Christa Burns	Administrative Asst. II
Susan Tolleshaug	Administrative Asst. (Zoom)

Guests (cont.)

Brady Preheim	Scappoose Resident
Ralph Culpepper	Scappoose Resident
Ryan Suarez	Zoom

President Robert Keyser called the Port of Columbia County Commission Meeting to order at 8:30 a.m. All Commissioners were present.

Additions To Agenda

Robert Keyser asked the Commission if there were any additions to the agenda. The Port Westward Dock Update was added to the agenda following the Lignetics/Neighbors update.

Consent Agenda

Mr. Keyser asked for a motion to approve the consent agenda. Chip Bubl moved; Nick Sorber seconded a motion to adopt consent agenda item A: November 29, 2023 Minutes. The motion carried unanimously.

Nancy Ward moved; Brian Fawcett seconded a motion to adopt consent agenda items B and C: Financial Reports: November 2023 and Approval of Check Register (A) and electronic payments in the total amount of \$888,515.50.

Comments From the Public

Brady Preheim, Scappoose resident said he hopes the Port sells the airport hangar building that is listed on the agenda. Mr. Preheim also commented on the damage to the Port Westward dock stating although there was no negligence by the Port, he hopes the dock is rebuilt to prevent a similar occurrence in the future and make it safer.

New Business

Sale of New Hangar Building

Port Executive Director, Sean Clark introduced Mark Smith and Aaron Cox with Pacific Aircraft Services to discuss the potential sale of the Port's new hangar building at Scappoose Airport. The buyer for the hangar would be Freeman Holdings LLC and Pacific Aircraft Services would be operating out of the building. Mr. Smith presented some counters to specific items in the Port's ground lease agreement with Freeman Holdings that they would like to address. This includes a security deposit waiver, a clear scope of the separate ramp and parking area maintenance agreement, first right of refusal and non-transferable reversion after the 40-year term, and the ability to sublease. Mr. Cox stated the ground lease should be part of the sale of the building. Mr. Salisbury clarified the process for the Commission in stating that he drafted the agreement with general, non-binding terms contingent upon Port Commission approval at a later meeting when the Ground Lease would also be reviewed and approved by the Commission. Mr. Fawcett stated his understanding was to come to a general agreement and then negotiate the details. Ms. Ward asked if Mr. Freeman has put his request in writing to the Port. Mr. Smith responded that Mr. Freeman will put his request in writing after the basic footprint of the ground lease is decided. Mr. Cox added that Mr. Freeman is ready to purchase the hangar, and Mr. Smith stated that Pacific Aircraft Services would like to stay in the Pacific Northwest rather than moving to another location. Mr. Keyser inquired about the employment it would bring to the airport, and Mr. Smith said they initially plan to hire five mechanics, and they have plans to hire an additional 25-30 mechanics. Ms. Ward asked Mr. Smith how long Pacific Aircraft Services has been in business and if they have any history of operating in a brick-and-mortar building with employees. Mr. Smith responded that Pacific Aircraft Services has been in business for one and a half years and currently has two employees in Kelso, Washington. Mr. Smith stated they would also like the ability to sublease. Mr. Cox and Mr. Smith assured the Commission that any sublease would meet the required Federal Aviation Association (FAA) grants and assurances. Mr. Cox asked about the Port's long-term plans for the airport and Mr. Clark confirmed the Scappoose Airport Master Plan is available on the Port's website. Mr. Salisbury asked for a copy of the hangar door replacement estimate, and Mr. Smith said that the estimate he had was only by telephone (not written) but that he would provide contact information for the Port to contact the company in Aurora. Mr. Keyser thanked them both and said Port staff would be in touch after the meeting.

Old Business

Columbia Pacific Bio-Refinery (CPBR) Quarterly Update

CPBR General Manager, Dan Luckett presented a quarterly update on operations, safety and environmental compliance, on-site inspections, permit status, and the November 12, 2023 dock incident. CPBR has been transloading renewable diesel since 2021 and currently has 24 employees in the transloading operations and/or site maintenance. Since then, 12,257 cars of renewable diesel have been received and offloaded, 103 unit trains of renewable diesel received, and 57 marine vessels of renewable diesel loaded and shipped. Renewable diesel transloading operations are temporarily suspended as a result of the Beaver Dock incident that occurred on November 12, 2023. CPBR has had 4,545 days without a lost time injury and is currently at MARSEC Level 1. CPBR had one reportable release of product on November 16, 2023, of approximately three gallons of renewable diesel released during demolition recovery efforts resulting from the dock incident. A complete spill response effort including the Incident Command

System (ICS) was in place prior to and during the release. The spill response team was already on the scene at the time of release, and all material was recovered from the river and disposed of in accordance with federal and state regulations within twelve hours. CPBR has been subject to a total of 251 inspections on site, not counting the multi-day presence during the incident by the Department of Environmental Quality (DEQ) and United States Coast Guard. Mr. Luckett stated that 100% of the unit trains received on site (486 to date) have been properly marked, and 100% of their 51,742 rail cars have been inspected prior to release back to the railroad. CPBR has all federal, state, and local permits in place for current operations. A temporary Air Contaminant Discharge Permit (ACDP) application was submitted to allow transloading of stranded product to rail cars. Emergency permits with the Oregon Department of State Lands (DSL) and U.S. Army Corps of Engineers have been secured for dock repairs. Berths 1 and 2 are unavailable for loading operations at this time as a result of the dock incident. CPBR is working with the Port and other interested parties to expedite emergency repairs, to resume product movement, and to develop an ongoing maintenance plan. CPBR continues to develop renewable fuels expansion projects and fully appreciates the support and cooperative effort shown by the Port.

Robert Keyser commended Mr. Luckett and his crew for the professional response to the dock incident. Mr. Keyser stated that DEQ was already on site when he arrived at Port Westward on the day of the incident, and the U.S. Coast Guard arrived approximately 10 minutes later. Nancy Ward also thanked Mr. Luckett for a job well done. She asked Mr. Luckett what CPBR has learned from this incident, and what changes have been considered as a result. Mr. Luckett responded that there has not yet been a full debriefing, but they have learned a number of things both procedurally and in terms of design and response. Mr. Luckett said the ICS worked well but also noted that incident command tends to take a “one size fits all” approach. Mr. Clark proposed the idea of depositing dredge material downstream and closer to the shore to potentially create a soft stop in the unlikely event of a similar scenario in the future.

Marina Update

Miriam House, Port Operations Manager, provided an update on the Scappoose Bay Marina. The Port is waiting on the County to issue the building permit for the upland portion of the Marina Improvement Project. GRI Engineers has received the lab testing analysis for the sediment sampling for dredging, and the Port expects a draft report from them on Monday, December 18.

Airport Update

Port Deputy Executive Director and Scappoose Airport Manager, Amy Bynum informed the Commission that the Port received four bids for the airport emergency generator project. The lowest responsible bid was selected for a local company, Northeast Electrical, based out of Woodland, WA. A service agreement and timeline for the work will be presented at the next commission meeting. Ms. Bynum stated she had a meeting with Transwestern Aviation on November 22 to discuss the generator project, and the Port will be executing a maintenance easement to put the generator on Transwestern’s property. Ms. Bynum attended the Airport Advisory Committee meeting on November 27 and updated the committee on the status of the Critical Oregon Airport Relief (COAR) grant applications submitted by the Port to the Oregon Department of Aviation (ODAV). The Federal Aviation Association (FAA) grant for west side pavement maintenance is at 50% submittal. The next phase will get reviewed by the Port at 75% completion and then sent to the FAA. The timeline should take a couple of months. Ms. Bynum also attended the Strategic Business Plan Open House hosted by the Port on December 6 with External Affairs Manager, Gina Sisco. Several Airport Advisory Committee members and pilots also attended. Ms. Bynum thanked the open house attendees and said she appreciated Ms. Sisco for reaching out to hangar tenants. Port Executive Finance Manager, Guy Glenn, Jr., worked on

the ODAV quarterly grant reports and those have been submitted. Ms. Bynum notified the Commission that the Port received a maintenance request for a water issue on the west side of the airport, and the Port maintenance team responded the next morning. Lacey Tolles, Data Resource and Projects Specialist will be taking on the role of Interim Airport Manager during Ms. Bynum's parental leave.

Lignetics/Neighbors Update

Sean Clark informed the Commission that he had exchanged voicemails with Lignetics Vice President, Mike Sale. Mr. Clark sent a letter to Lignetics on October 23, 2023, and Mr. Sale responded with a letter received by the Port on December 13. In his response, Mr. Sale stated that Lignetics is waiting on a permit from DEQ to install the new equipment. Mr. Clark mentioned the prospect of more facility coverage, and Mr. Sale explained the Columbia City plant is the most covered facility in their network. Lignetics had an unannounced DEQ inspection on November 15, 2023, and received a clean bill of health in compliance. Mr. Clark said the Port could request that DEQ come out while the Lignetics plant is operating. Mr. Fawcett would like more details on the required DEQ process to better understand the timeline. Mr. Keyser suggested inviting DEQ to attend a Commission meeting or meet with Port staff to follow up on the assessment and discuss whether there is a faster way Lignetics can move through the process. Columbia City resident, Jan Schollenberger stated both she and the neighborhood are appreciative of the Port's continued efforts to help the situation. Ms. Schollenberger provided a couple of observations based on the timeline provided by Lignetics at the end of September. She would like to know if Lignetics is on schedule with items on the timeline within their control, such as ordering equipment. Issuing a purchase order for new equipment was marked on Lignetics' timeline to be completed by December 11. Ms. Schollenberger stated she is aware of the DEQ visit to Lignetics that occurred on November 15, which was pursuant to a recent complaint she made on the DEQ website. Ms. Schollenberger was disappointed that DEQ visited Lignetics on a damp day while the plant was not in operation. The neighbors have requested DEQ testing be done between May and October when the dust is most problematic. She proposed Lignetics use the sprayer they purchased but stated it has not been in use. Ms. Schollenberger also reported that she observed five 18-wheeler trucks leaving the Port office parking lot this morning, and E street was not constructed for 18-wheeler traffic. She suggested moving the truck entrance back to Trestle Beach to cut down on neighborhood traffic and debris falling off the trucks. Next, Ms. Schollenberger asked the Commission to consider the effect of the dust on property value. Nancy Ward inquired how far out the neighborhood is affected by the dust. Ms. Schollenberger said it depends on the plant's output and wind velocity, but dust reaches as far down as the Columbia City Elementary School and occasionally to the houses on the hill. The neighbors would like the Port to make direct contact with DEQ to verify the accuracy of Lignetics' timeline and the DEQ assessment. Ms. Schollenberger then asked for an update on the transformer. Mr. Clark replied that the December 13 letter from Mr. Sale did not include an update on the transformer. Steve Nelson, Plant Manager for Lignetics, arrived in person during the discussion and explained they were waiting for feedback from the Port on sharing the cost of installation. Ms. Ward inquired about the cost and Mr. Sorber asked how it would affect plant operations. Mr. Nelson approximated \$55,000 for the cost of installation and wiring and said the plant would be non-operational for three or four days while the transformer is being installed. Lignetics applied for a waiver on the permitting process and is waiting for a response from DEQ. Mr. Keyser stated the Port would be willing to write a letter of support to help move the project forward. Ms. Schollenberger reaffirmed that the neighborhood would appreciate any pressure put on DEQ by the Port. The neighborhood committee will reconvene in January 2024 to consider their options based on Lignetics' progress.

Port Westward Dock Update

Elliot Levin, North County Operations and Terminal Manager, presented an update on the cleanup and restoration efforts at Port Westward, including photos. Mr. Levin explained that last week, efforts were focused on the recovery of floating and submerged debris consisting of old boom, conduit, and steel piles that were installed in 2021. The debris was collected from the river with a backhoe on a spud barge. Nancy Ward asked if anybody on board was injured, and Mr. Levin responded there were no injuries. Mr. Levin showed a photo of the downstream approach after the spud barge operation was completed with the debris gone. Advanced American has retained the material collected by the spud barge. Betsy Johnson informed the Commission that she spoke with Director of Oregon Parks and Recreation (OPRD), Lisa Sumption, to request a review on what they are doing at Port Westward. The State Historic Preservation Office (SHPO) is acting on behalf of the federal government because the Port Westward dock has federal ramifications. However, SHPO resides in OPRD. Ms. Johnson informed the Commission that Connect Oregon will be re-authorized in 2024 for \$45–50 million. These grants provide funding for all transportation modes except for ground, so they cover rail, aviation and marine. Ms. Johnson recommended Port staff look at the timeline on the Oregon Department of Transportation's (ODOT) website and consider grants for capital project funding that the Port might qualify for. Applications will be accepted in January for the Oregon Transportation Commission to review at their November 2024 meeting. Mr. Clark stated he will be meeting with Paul Vogel on Tuesday to discuss Connect Oregon. Next, Mr. Levin explained that the above water dock assessment was carried out by PND Engineers, but the Port does not yet have the final report. Mr. Levin presented a preliminary diagram of the rail trestle, the dock, and the downstream approach. He also highlighted the collapse zone and operational load restriction areas. An isometric scan of the submerged area below the collapse zone was taken to stage debris not collected by the backhoe. Staging is done by having divers go underwater and add wires to the debris for later removal by a crane. Mr. Levin stated the engineering on the pipe bridge is a work in progress, and he presented another diagram showing the product lines, water lines, and electrical conduits that will go on the new pipe bridge. Assuming river conditions cooperate, the plan next week is to have divers back in the water to stage the remaining debris lying on the river bottom and conduct the underwater inspection of the piles. After December 25, the spud barge will return to pull out the debris and then start driving pile. The intent is to have the pipe bridge in place before the fishing window closes at the end of February, so the target is to be done by mid-February. Mr. Sorber inquired about how the new pipe bridge will affect operations since there will no longer be vehicle access via the downstream approach. Mr. Levin responded that he and Mr. Keyser met with the deputy fire marshal and Clatskanie fire chief, Steve Sharek on Monday December 11 and discussed fire vehicle access. It does not appear to be a problem because it is more important for the fire department to have water from the shoreside. Mr. Keyser thanked Mr. Levin and summarized that no decisions have been made about the downstream approach.

Executive Director's Report

Provided and read by Sean Clark. The Report is on file at the Port Office.

Commissioner Reports

Chip Bubl attended the Strategic Plan meeting along with Commissioner Ward and said it was well attended. He also sat in on a meeting relating to some of the insurance issues with the dock incident at Port Westward.

Brian Fawcett reported he has also been attending meetings about the dock and the sale of the new hangar building.

Nick Sorber reported he went to Port Westward to survey the damage firsthand and attended meetings about the new hangar building.

Nancy Ward attended the Agricultural Information Committee meeting in November and interviewed local farmer Brenda Vassau of Low Tide Farms as a potential project manager to investigate a new business opportunity in Columbia County. The Port will be sending Ms. Vassau a Professional Services Agreement to assist in planning the project. Ms. Ward also reported that she was asked by the Clatskanie Food Hub to issue a letter of support for them to pursue grants to create a commercial kitchen in their facility. She would like the Commission's input and hopes to get the letter sent by Friday, December 15.

Robert Keyser stated he has also spent time on the Port Westward issue, the potential airport hangar sale, and on many phone calls. He appreciates the Port staff's commitment to getting CPBR up and running as quickly as possible, while also working on the hangar building sale and marina grants.

Executive Session

The Board held an Executive Session to deliberate with persons designated to negotiate real property transactions under ORS 192.660(2)(e), and to consider exempt public records, including written legal advice from Port General Counsel, which is privileged under ORS 40.225, exempt from disclosure under ORS 192.355(9)(a), pursuant to ORS 192-660(2)(f), and to consult with Port General Counsel regarding pending litigation or litigation likely to be filed under ORS 192.660(2)(h).

**THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION THE MEETING
ADJOURNED AT 12:06 P.M.**

President

January 10, 2024

Date Adopted by Commission

Secretary



STAFF REPORT

Finance Report December, 2023

DATE: January 4, 2024
TO: Port Commission Board
FROM: Guy Glenn
Executive Finance Manager
RE: Finance Update as of December 31, 2023

Discussion:

This agenda item is a preliminary report of the Port's current financials as of December 31, 2023. The December YTD Revenues and Expenses are not included due to the timing of this report.

Cash and Investments: \$10,531,461.62

December 2023 checks and electronic payments issued totaled \$455,549.47.

December Highlights:

FY2023 Audit completed and filed with the Oregon Secretary of State. An electronic copy of the audit will be e-mailed to you. We plan to have our auditors present the report to you in February and will provide hardcopy of the audit for you. Bob Gadotti fully retired as of December 31st. He will be available to consult with the port on an as needed basis. I have been engaged in the strategic planning process underway and providing input on our capital budget and finance related items.

The initial advance from our insurer was received on January 2nd for the Port Westward Dock claim. Our internal FY24 budget process will kick off on January 18th.

**Port of Columbia County
Vendor Check Register Report - A**

Check No.	Vendor ID	Vendor Name	Document Date	Document Amount	Voided
44573	BANK001	BMO Financial Group	12/1/2023	\$6,934.71	No
44574	BLUE001	Blue Heron Septic and Drain Service	12/1/2023	\$2,850.00	No
44575	CHRI002	Chris O Janitorial LLC	12/1/2023	\$1,711.66	No
44576	CINT002	Cintas Corporation No 3	12/1/2023	\$57.15	No
44577	CITY002	City of Scappoose	12/1/2023	\$2,075.38	No
44578	CITY003	City of St. Helens	12/1/2023	\$25,720.22	No
44579	CLAT002	Clatskanie PUD	12/1/2023	\$33.96	No
44580	COLU008	Columbia River PUD	12/1/2023	\$4,044.15	No
44581	COTT001	Sydell Cotton	12/1/2023	\$50.00	No
44582	DELL001	Dell Financial Services LLC	12/1/2023	\$561.60	No
44583	DEQF001	DEQ Financial Services - LBX3615	12/1/2023	\$2,927.60	No
44584	FINE001	Encore Business Solutions	12/1/2023	\$1,616.70	No
44585	KEYS001	Robert Keyser	12/1/2023	\$307.85	No
44586	LOWE001	Lower Columbia Engineering	12/1/2023	\$4,501.25	No
44587	LUKI001	Clint Lukich	12/1/2023	\$129.99	No
44588	METR001	Metro Overhead Door	12/1/2023	\$8,561.00	No
44589	MILL004	Elizabeth Millager	12/1/2023	\$202.27	No
44590	PITN001	Pitney Bowes	12/1/2023	\$91.29	No
44591	PRES001	Forrest Preston	12/1/2023	\$154.99	No
44592	SONI001	Sound Security, Inc	12/1/2023	\$501.32	No
44593	TOLL001	Lacey Tolles	12/1/2023	\$92.52	No
44594	NFPA001	National Fire Protection Association	12/1/2023	\$175.00	No
44595	BEMI001	Bemis Printing & Graphics	12/1/2023	\$120.00	No
44596	ORKI001	Orkin LLC	12/1/2023	\$81.99	No
44597	OTAK001	Otak Inc	12/1/2023	\$10,834.00	No
44598	QUIL001	Staples Inc dba	12/1/2023	\$209.63	No
44599	SCOT001	Brittany Scott	12/1/2023	\$50.00	No
44600	SOLU001	Solutions Yes, LLC	12/1/2023	\$87.00	No
44601	STAN002	The Standard	12/1/2023	\$1,939.08	No
44602	VOYA001	Voya - State of Oregon	12/1/2023	\$4,165.00	No
44603	WSPU001	WSP USA Inc	12/1/2023	\$28,064.46	No
44604	AMBI001	Ambient IT Solutions	12/8/2023	\$306.25	No
44605	CINT001	Cintas First Aid & Safety	12/8/2023	\$108.00	No
44606	CINT002	Cintas Corporation No 3	12/8/2023	\$216.00	No
44607	CITY001	City of Columbia City	12/8/2023	\$248.57	No
44608	CITY003	City of St. Helens	12/8/2023	\$298.77	No
44609	COMC001	Comcast	12/8/2023	\$89.80	No

44610	CSAP001	CSA Planning Ltd.	12/8/2023	\$1,660.00	No
44611	EPRI001	EPrint	12/8/2023	\$319.16	No
44612	LOWE001	Lower Columbia Engineering	12/8/2023	\$5,790.75	No
44613	MYSY001	My System Shield LLC	12/8/2023	\$2,350.00	No
44614	NORW001	Norwest Engineering, Inc	12/8/2023	\$10,294.50	No
44615	OREG004	Oregon Department of State Lands	12/8/2023	\$621.06	No
44616	QUIL001	Staples Inc dba	12/8/2023	\$186.78	No
44617	REPU001	Replic Services-US Ecology	12/8/2023	\$3,560.00	No
44618	STEL001	Richard Stellner	12/8/2023	\$663.00	No
44619	SUNS001	Sunset Auto Parts	12/8/2023	\$283.63	No
44620	THES002	The Standard Steel Companies	12/8/2023	\$145.10	No
44621	TOLL001	Lacey Tolles	12/8/2023	\$170.74	No
44622	WARD001	Nancy Ward	12/8/2023	\$185.79	No
44623	WILC001	Wilson Oil Inc dba	12/8/2023	\$817.81	No
44624	ACEH001	Ace Hardware - St Helens	12/8/2023	\$225.94	No
44625	ACEH002	Ace Hardware - Scappoose	12/8/2023	\$55.86	No
44626	ASHC001	Ash Creek Forest Management, LLC	12/8/2023	\$3,600.00	No
44627	BROW001	Harold Brown	12/8/2023	\$79.98	No
44628	BUBL001	Chip Bubl	12/8/2023	\$150.00	No
44629	BYNU001	Amy Bynum	12/8/2023	\$197.66	No
44630	CINT002	Cintas Corporation No 3	12/8/2023	\$111.61	No
44631	CITY005	City of Clatskanie	12/8/2023	\$79.53	No
44632	CSAP001	CSA Planning Ltd.	12/8/2023	\$1,817.50	Yes
44633	DAHL001	VASA Hldgs LLC dba	12/8/2023	\$50.00	No
44634	DEQF001	DEQ Financial Services - LBX3615	12/8/2023	\$175.60	No
44635	FAWC001	Brian Fawcett	12/8/2023	\$150.00	No
44636	KEYS001	Robert Keyser	12/8/2023	\$150.00	No
44637	LOOPN001	LoopNet	12/8/2023	\$738.00	No
44638	NUIS001	John A. Norvell dba	12/8/2023	\$175.00	No
44639	OREG004	Oregon Department of State Lands	12/8/2023	\$1,343.00	No
44640	PACI005	Pacific Office Automation	12/8/2023	\$556.44	No
44641	SDIS001	SDIS	12/8/2023	\$973.60	No
44642	SORB001	Nick Sorber	12/8/2023	\$150.00	No
44643	WARD001	Nancy Ward	12/8/2023	\$150.00	No
44644	WAST002	Waste Management of OR, Inc.	12/8/2023	\$33.45	No
44645	AMBI001	Ambient IT Solutions	12/14/2023	\$1,307.00	No
44646	ATTM001	AT&T Mobility	12/14/2023	\$1,123.36	No
44647	CARQ001	General Parts Distribution	12/14/2023	\$37.86	No
44648	CENT001	CenturyLink	12/14/2023	\$246.40	No
44649	CINT002	Cintas Corporation No 3	12/14/2023	\$63.77	No

44650	CLAT002	Clatskanie PUD	12/14/2023	\$775.76	No
44651	COLU011	Columbia County Dept.of Community Justice Adult Division	12/14/2023	\$1,125.00	No
44652	COUN001	Country Media	12/14/2023	\$37.20	No
44653	DEPA001	Department of Environmental Quality	12/14/2023	\$31,518.00	No
44654	FINE001	Encore Business Solutions	12/14/2023	\$506.25	No
44655	GADO001	Robert Gadotti	12/14/2023	\$26.20	No
44656	HUDS001	Hudson Garbage Service	12/14/2023	\$602.23	No
44657	HUDS002	Hudson Portable Toilet Service	12/14/2023	\$252.00	No
44658	KERN001	Kern & Thompson LLC	12/14/2023	\$2,000.00	No
44659	KEYS001	Robert Keyser	12/14/2023	\$255.45	No
44660	LOWE001	Lower Columbia Engineering	12/14/2023	\$316.25	No
44661	OREG011	Oregon Secretary of State	12/14/2023	\$300.00	No
44662	PITN001	Pitney Bowes	12/14/2023	\$186.54	No
44663	PLAT001	Platt Electricity Supply	12/14/2023	\$587.07	No
44664	SHRE001	Shred Northwest, Inc	12/14/2023	\$60.00	No
44665	TCMS	Trotter & Morton	12/14/2023	\$646.00	No
44666	VOYA001	Voya - State of Oregon	12/14/2023	\$4,165.00	No
44667	ZIPL001	Ziply Fiber	12/14/2023	\$250.04	No
44668	BUSI001	Business Oregon	12/21/2023	\$23,833.59	No
44669	CENT001	CenturyLink	12/21/2023	\$105.01	No
44670	CHAR001	Charter Communications	12/21/2023	\$217.04	No
44671	CINT002	Cintas Corporation No 3	12/21/2023	\$58.99	No
44672	COMC001	Comcast	12/21/2023	\$2,232.01	No
44673	NWNA001	NW Natural Gas Company dba	12/21/2023	\$149.05	No
44674	SUPP002	SupplyWorks	12/21/2023	\$58.02	No
44675	WILC001	Wilson Oil Inc dba	12/21/2023	\$372.15	No
44676	WSPU001	WSP USA Inc	12/21/2023	\$11,206.83	No
44677	AMBI001	Ambient IT Solutions	12/21/2023	\$1,307.00	No
44678	BUSI001	Business Oregon	12/21/2023	\$2,967.36	No
44679	CENT002	Century West Engineering	12/21/2023	\$19,483.51	No
44680	FINE001	Encore Business Solutions	12/21/2023	\$187.50	No
44681	GLOB001	Global Security	12/21/2023	\$209.00	No
44682	GOVE002	Gove Enterprises, Inc	12/21/2023	\$300.00	No
44683	KJSE001	KJ Security Solutions & Locksmith	12/21/2023	\$8.00	No
44684	KOLD001	Culligan	12/21/2023	\$51.30	No
44685	NWNA001	NW Natural Gas Company dba	12/21/2023	\$130.42	No
44686	PAMP001	Oregon Publication Corporation	12/21/2023	\$1,909.05	No
44687	PORT002	Portland General Electric	12/21/2023	\$7,688.42	No
44688	QUIL001	Staples Inc dba	12/21/2023	\$437.14	No
44689	TRAF001	Traffic Safety Supply Co.	12/21/2023	\$1,192.00	No

44690	XENO001	XenotsSolutions LLC	12/21/2023	\$575.00	No
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118

\$267,378.92

Electronic Withdrawals

WDL000005834	PERS		\$8,951.37	No
WDL000005834	ADP001	ADP Payroll	\$70,522.23	No
WDL000005884	PERS		\$12,426.43	
WDL000005834	ADP001	ADP Payroll	\$66,711.70	No
DAJ000005830	Regence/InstaMed - Health Ins		\$29,558.82	No

SubTotal

\$188,170.55

Total

\$455,549.47

PORT OF COLUMBIA COUNTY
Request for Reimbursement and Commissioner Stipend

It is the policy of the Port of Columbia County to reimburse commissioners for legitimate expenses made or costs incurred by commissioners in the course of conducting Port business. All requests for reimbursement must include receipts or other adequate documentation. Vehicle reimbursement may be made for the use of a personal vehicle for official business only.

Commissioner WardDate of Request 12.30.2023

Date	Description	Meeting Stipend	Expense or Mileage Reimbursement				Total
			Miles Driven	2023 Rate	Mileage	Meals and Other	
12.06.2023	Port Open House	\$ 50.00	26	0.6550	\$ 17.03		\$ 17.03
12.07.2023	Meeting: Brenda Vassau, Sean & Elliot	\$ 50.00	26	0.6550	\$ 17.03		\$ 17.03
12.10.2023	Agenda Packet & meeting prep	\$ 50.00		0.6550	\$ -		\$ -
12.13.2023	Board Meeting	\$ 50.00	26	0.6550	\$ 17.03		\$ 17.03
12.21.2023	Scappoose EDC	\$ 50.00	6	0.6550	\$ 3.93		\$ 3.93
November	Misc phone calls	\$ 50.00		0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
				0.6550	\$ -		\$ -
TOTAL REQUESTED REIMBURSEMENT		\$ 300.00			\$ 55.02	\$ -	\$ 55.02

Reviewed By:

JJS.

I certify that the expenses sought to be reimbursed were incurred in the course of official PORT business and were paid by me from my own funds. I affirm the accuracy of this information.

Nancy Ward
 Signature

600-6705-01-011

POSTED

PORT OF COLUMBIA COUNTY
Request for Reimbursement and Commissioner Stipend


It is the policy of the Port of Columbia County to reimburse commissioners for legitimate expenses made or costs incurred by commissioners in the course of conducting Port business. All requests for reimbursement must include receipts or other adequate documentation. Vehicle reimbursement may be made for the use of a personal vehicle for official business only.

Commissioner Brian Fawcett

Date of Request 12/31/2023

Date	Description	Meeting Stipend	Miles Driven	Expense or Mileage Reimbursement			
				2023 Rate	Mileage	Meals and Other	Total
09.05.2023	Scappoose Bay Marina Advisory Committee	\$ 50.00		0.6550	\$ -	\$ -	\$ -
09.08.2023	Review Packet	\$ 50.00		0.6550	\$ -	\$ -	\$ -
09.11.2023	Meeting w/ Sean	\$ 50.00	26	0.6550	\$ 17.03	\$ -	\$ 17.03
09.13.2023	Commission Meeting	\$ 50.00	26	0.6550	\$ 17.03	\$ -	\$ 17.03
09.19.2023	Meeting w/ Sean, Robert	\$ 50.00		0.6550	\$ -	\$ -	\$ -
09.30.2023	Phone calls / short meetings	\$ 50.00		0.6550	\$ -	\$ -	\$ -
10.25.2023	Commission Meeting	\$ 50.00	6	0.6550	\$ 3.93	\$ -	\$ 3.93
10.31.2023	Phone calls / short meetings	\$ 50.00		0.6550	\$ -	\$ -	\$ -
11.05.2023	Review Packet	\$ 50.00		0.6550	\$ -	\$ -	\$ -
11.07.2023	Scappoose Bay Marina Advisory Committee	\$ 50.00	6	0.6550	\$ 3.93	\$ -	\$ 3.93
11.08.2023	Commission Meeting	\$ 50.00	6	0.6550	\$ 3.93	\$ -	\$ 3.93
11.13.2023	Meeting w/ Sean, Bob, Robert	\$ 50.00	26	0.6550	\$ 17.03	\$ -	\$ 17.03
11.16.2023	Mtg w/ Chris, Mtg about NHB	\$ 50.00		0.6550	\$ -	\$ -	\$ -
11.26.2023	Review Packet	\$ 50.00		0.6550	\$ -	\$ -	\$ -
11.28.2023	Meeting w/ Sean, Bob, Robert	\$ 50.00		0.6550	\$ -	\$ -	\$ -
11.29.2023	Commission Meeting	\$ 50.00		0.6550	\$ -	\$ -	\$ -
11.30.2023	Phone calls / short meetings	\$ 50.00		0.6550	\$ -	\$ -	\$ -
12.01.2023	Mtg w/ Betsy, mtg w/ Sean, Nancy	\$ 50.00		0.6550	\$ -	\$ -	\$ -
12.04.2023	Mtg w/ Sean, Amy, Nancy	\$ 50.00		0.6550	\$ -	\$ -	\$ -
12.08.2023	Review Packet	\$ 50.00		0.6550	\$ -	\$ -	\$ -
12.11.2023	Mtg w/ Sean, Amy, Bob, Nancy	\$ 50.00	26	0.6550	\$ 17.03	\$ -	\$ 17.03
12.13.2023	Commission Meeting	\$ 50.00	6	0.6550	\$ 3.93	\$ -	\$ 3.93
12.28.2023	Mtg w/ Sean, Robert, Bob, Guy	\$ 50.00		0.6550	\$ -	\$ -	\$ -
12.31.2023	Phone calls / short meetings	\$ 50.00		0.6550	\$ -	\$ -	\$ -
TOTAL REQUESTED REIMBURSEMENT		\$ 1,200.00	128.00		\$ 83.84	\$ -	\$ 83.84

I certify that the expenses sought to be reimbursed were incurred in the course of official PORT business and were paid by me from my own funds.
I affirm the accuracy of this information.


Signature

Reviewed By


600-6705-01-015

POSTED



PORT OF COLUMBIA COUNTY 2024 BOARD MEETING DATES

Updated 12/28/2023
Not Yet Approved

The Port of Columbia County Commission meetings are scheduled as follows:

Regular Board Meetings are held the second Wednesday of every month at 8:30 a.m. Work Sessions, if held, are on the fourth Wednesday of every month at 6:00 p.m.

The Advisory Committee Meetings are scheduled as follows:

Scappoose Bay Marine Park meets the first Tuesday of **every other month** at 5:30 p.m. Scappoose Industrial Airpark meets the last Monday of **every other month** at 5:00 p.m.

Meetings are held at the Port office, 100 E Street, Columbia City, OR. Please call our office at (503) 397-2888 with questions or concerns.

*If a **Work Session** is required, the fourth Wednesday will be the predetermined date.

2024

January 2	5:30 p.m.	Marina Advisory Committee
January 10	8:30 a.m.	Commission Meeting
January 24 *	6:00 p.m. TBD	Work Session
January 29	5:00 p.m.	Airport Advisory Committee
February 14	8:30 a.m.	Commission Meeting
*February 28	6:00 p.m. TBD	Work Session
March 5	5:30 p.m.	Marina Advisory Committee
March 13	8:30 a.m.	Commission Meeting
March 27 *	6:00 p.m. TBD	Work Session
March 25	5:00 p.m.	Airport Advisory Committee
April 10	8:30 a.m.	Commission Meeting
April 24	6:00 p.m. TBD	Work Session
May 7	5:30 p.m.	Marina Advisory Committee
May 8	8:30 a.m.	Commission Meeting
May 22 *	6:00 p.m. TBD	Work Session
June 3	5:00 p.m.	Airport Advisory Committee
June 12	8:30 a.m.	Commission Meeting
June 26 *	6:00 p.m. TBD	Work Session
July 2	5:30 p.m.	Marina Advisory Committee
July 10	8:30 a.m.	Commission Meeting
July 24 *	6:00 p.m. TBD	Work Session
July 29	5:00 p.m.	Airport Advisory Committee

August 14	8:30 a.m.	Commission Meeting
August 28 *	6:00 p.m. TBD	Work Session
September 3	5:30 p.m.	Marina Advisory Committee
September 11	8:30 a.m.	Commission Meeting
September 25 *	6:00 p.m. TBD	Work Session
September 30	5:00 p.m.	Airport Advisory Committee
October 9	8:30 a.m.	Commission Meeting
October 23 *	6:00 p.m. TBD	Work Session
November 5	5:30 p.m.	Marina Advisory Committee
November 13	8:30 a.m.	Commission Meeting
November 27 *	6:00 p.m. TBD	Work Session
November 25	5:00 p.m.	Airport Advisory Committee
December 11	8:30 a.m.	Commission Meeting
December 25 *	6:00 p.m. TBD	Work Session

2024 HOLIDAYS - PORT OFFICE CLOSED

January 1	New Year's Day
January 15	Martin Luther King Jr. Day
February 19	President's Day
May 27	Memorial Day
June 19	Juneteenth
July 4	Independence Day
September 2	Labor Day
November 11	Veteran's Day
November 28	Thanksgiving Day
November 29	Day after Thanksgiving
December 25	Christmas Day

COMMISSIONER'S TERMS

Nancy Ward	2023 - 2027
Chip Bubl	2023 - 2027
Nick Sorber	2023 - 2027
Robert Keyser	2021 - 2025
Brian Fawcett	2021 - 2025



COMMITTEE AND ORGANIZATION ASSIGNMENTS

Organization or Committee	Description	Schedule	Staff Assigned	Commissioner Assigned
City/County Quarterly meeting		Quarterly	Executive Director	All Commissioners
Chamber - Clatskanie	Chamber Forum	Monthly	PWW Terminal Mgr.	Robert Keyser
Chamber - Rainier	Chamber Forum	Monthly	PWW Terminal Mgr.	Robert Keyser
South Columbia County Chamber - Scappoose/St. Helens	Chamber Forum and Koffee Klatsch	Bi Monthly	Executive Director Managers	All
City of St. Helens Tourism Meeting	Strategic tourism planning for St. Helens area.	Monthly	External Affairs Mgr.	
Clatskanie Fire District		2nd Wed. 7:00 p.m.	PWW Terminal Mgr.	
Clatskanie PUD		Monthly 7:00 p.m.	PWW Terminal Mgr.	
Clatskanie, City of	City Council	1st Wednesday of the month 7:00 pm	PWW Terminal Mgr.*	
Columbia Pacific Economic Development District (ColPac)	N.W. Oregon regional organization operation under federal E.D.A. guidelines.	Once a month	Executive Director	Brian Fawcett

Columbia River Channel Coalition (CRCC)	Provides information to elected officials and community leaders to help build regional and national consensus for the Columbia River Channel Deepening Project.	Bi-monthly concurrent with I.C.R.I.P.	Executive Director	
Columbia River Steamship Operators Association (CRSOA)			Executive Director Deputy Director PWW Terminal Mgr.	
Columbia City, City of	City Council	1st & 3rd Thursday of the month 6:00pm	Executive Dir.* Exec. Asst.*	
F.A.A. N.W. Mt. Regional	Federal information for airport owners and sponsors.	Annual meeting	Executive Director Airport Mgr.	
Homeland Security and Emergency Management Commission (HSEMC)	County Advisory Board	Quarterly	Executive Director Deputy Director	
Interstate Columbia River Improvement Project (I.C.R.I.P.)	Channel Deepening Sponsors and U.S.A.C.O.E.	Bi-monthly	Executive Director PWW Terminal Mgr.	
Maritime Fire & Safety Association (MFSA)		Annual Meeting	PWW Terminal Mgr. Prop. Ops. Mgr.	
Northwest Marine Terminal Association (NWMTA)	An association of NW Ports and Marine terminal operators in OR & WA. The Association sets uniform tariff rates, establishes consistent rules & practices, exchange information and pursue cooperative ventures.	3 Mtgs. Per yr. plus subcommittee	PWW Terminal Mgr. Exec. Finance Mgr.	

Northwest Oregon Area Commission on Transportation (NW ACT)	Regional board which provides policy and project prioritization functions which feeds into the Oregon Transportation Commission decision making process.	Monthly	Executive Director Deputy Director	Nancy Ward
Northwest Oregon Economic Alliance (NOEA)	Rural/regional board provides state funds through this board for economic development projects. The current focus is industrial land development. The Port is not represented on this board. However, a Port representative attends most meetings.	Monthly	Executive Director Deputy Director	
Oregon Airport Manager's Assoc. (OAMA)	Statewide organization providing information, training, and peer support.	Two meetings/yr.	Airport Mgr.	
Oregon Municipal Finance Officers Association (OMFOA)	Informative session regarding municipal finance.	Two training seminars per year	Exec. Finance Manager	
Oregon Public Ports Association (OPPA)	Statewide informational arm of the port industry. Provides updates on critical issues that impact ports.	Quarterly meetings and annual conference	Executive Director General Counsel	
Oregon State Marine Board (OSMB)	Conference to update on Marine Board funding, marina technology, etc. Funding agency for S.B.M.P.	Semi annual conference	Prop. Ops. Mgr. Prop. Ops. Asst.	

Pacific Coast Congress of Harbormasters and Port Managers	West Coast organization of private sector, public sector, harbormasters, port managers and businesses of the marina industry that focus on exchanging information and recommending policies to establish uniformity in all aspects of marina operations.	Two conferences/year	Prop. Ops. Mgr.	
Pacific Northwest Waterway Association (PNWA)	Assists with appropriations, permitting and environmental issues at the Federal level. This is the Port's main tool for federal issues.	Regional, Semi Annual, Mission to Wash. D.C.	Executive Director Deputy Director	Nancy Ward
Rainier, City of	City Council	1st & 3rd Mon. of each month 6:00 & 7:00 pm	Finance Mgr.*	Robert Keyser
Regional Solutions Team	Business Oregon is a recognized regional organization. Regional Partnerships is a regional organization recognized by Business Oregon.	Quarterly meetings	Executive Director or Deputy Executive Director	
St. Helens, City of	City Council	1st & 3rd Wed. of the month at 1:00 & 7:00 pm	Deputy Director*	Chip Bubl
Scappoose Bay Marine Park Advisory Committee	Standing committee authorized by the Port Commission to provide guidance and recommendations to the Port Commission regarding development and operation of the marina.	First Tuesday of every other month.	Prop. Ops. Mgr. Prop. Ops. Asst.	Brian Fawcett

Scappoose Industrial Airpark Advisory Committee	Standing committee authorized by the Port Commission to provide guidance and recommendations to the Port Commission regarding development and operation of the airport.	First Monday of every other month.	Airport Mgr.	Nancy Ward
Scappoose, City of	City Council	First and Third Mondays	Prop. Ops. Mgr.*	Nancy Ward
Special District Association of Oregon (SDAO)	Insurance carrier. Assist with developing policy, provides active lobbying during sessions and Commissioner and staff training . Attending meetings and training saves money on insurance premium.	Annual conference, board member training, Best Practices regional meeting, Risk Management/ Safety workshop	Executive Director	All Commissioners
* Current Assignment Last updated 01/05/2024				



Res. 2024-01 STAFF REPORT

Multnomah Maintenance Facility Project

DATE: January 10, 2024
TO: Port Commission
FROM: Miriam House, Port Operations Manager
RE: Multnomah Maintenance Facility Project
\$3,228,469 with 10% contingency for a total of \$3,551,315

Discussion

Lower Columbia Engineering provided drawings and specifications for the new Maintenance Facility at Multnomah Industrial Park. Port staff then completed a Request for Proposals (RFP) process and received six (6) proposals. The six proposals were reviewed by a committee of Port Staff. The committee also performed in-person interviews of all six bidders.

Port staff selected PHI Construction as the most responsible and qualified bidder for \$3,228,469 with an additional 10% provision for change orders and additional costs.

Unfortunately, all six bidders were far above our anticipated cost of the project. Approval of the PHI proposal would be \$1,551,315 above the estimated cost (\$2,000,000) for the project in the 2023-2024 budget.

According to ORS 279B.100(1), an RFP may be canceled if the Commission determines that it is in the best interests of the Port to cancel and the Port is not liable to any proposer for any loss or expense caused by or resulting from the cancellation.

Recommendation

Adopt Resolution 2024-01 to authorize a contract with PHI Construction to build the Port's Maintenance Facility at Multnomah Industrial Park for \$3,228,469, with a 10% contingency for changes orders and additional costs, for a not to exceed total of \$3,551,315.

RESOLUTION NO. 2024-01

A RESOLUTION TO APPROVE THE SELECTION OF PHI CONSTRUCTION FOR THE MAINTENANCE FACILITY PROJECT AT MULTNOMAH INDUSTRIAL PARK

WHEREAS, the Port engaged Lower Columbia Engineering to provide conceptual drawings for Phases I and II for the new Maintenance Facility at Multnomah Industrial Park. The project is now ready for Phase III Construction with an estimated cost of \$2,000,000 included in the 2023-2024 budget; and

WHEREAS, Port staff solicited contractors under Port rules and received six (6) proposals. The Port's evaluation committee performed reviews of written submittals and also conducted verbal interviews of all proposals, considering cost, timeline, references, quality, and relevant experience; and

WHEREAS, Port staff recommends PHI Construction as the most responsible and qualified bidder for this project at \$3,228,469, and with a 10% contingency the total project cost of \$3,551,315 is approximately \$1,551,315 above the estimated cost in the 2023-2024 budget; Now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Port of Columbia County:

The Board hereby authorizes the Executive Director or his designee to execute a contract for the Maintenance Facility Project at the Multnomah Industrial Park with PHI Construction in the amount of \$3,228,469 with a 10% contingency for additional costs, for a not to exceed total of \$3,551,315.

PASSED AND ADOPTED this 10th day of January 2024, by the following vote:

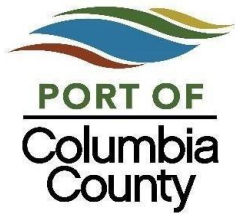
AYES: _____ **NAYS:** _____
ABSTAIN: _____

Port of Columbia County

By: _____
President

Attested By:

Secretary



Res. 2024-02 STAFF REPORT

Scappoose Airport Emergency Generator Project

DATE: January 10, 2024

TO: Commission Board

FROM: Lacey Tolles, Interim Scappoose Airport Manager

RE: Scappoose Airport Emergency Generator Project Bid Approval
Not To Exceed Total of \$356,400.00

Discussion

In 2021, the Port was awarded a Critical Oregon Airport Relief (COAR) Grant from the Oregon Department of Aviation (ODAV) for \$135,000 with a required match of \$45,000 totaling \$180,000 to facilitate the installation of an Emergency Standby Generator at Scappoose Airport. The generator will help serve critical airport systems and fuel dispensing equipment.

The scope of work was then delayed due to the Covid-19 pandemic. Our Airport Engineer of Record, Century West, determined that two separate generators were needed in case of an emergency. This increased the scope of work and cost of the project.

Port staff solicited an invitation to bid and received four qualified bids. Port staff and Century West reviewed the bids under criteria established by the ODAV which directs that the lowest cost, responsible bidder be selected.

Port staff recommends the selection of Northeast Electric, LLC and approval of a contract in the amount of \$324,000, with a 10% contingency for additional costs, for a not to exceed total of \$356,400.

Recommendation

Adopt Resolution 2024-02 authorizing the Executive Director or his designee to execute a contract for the standby emergency generator project with Northeast Electric, LLC in the amount of \$324,000, with a 10% contingency for additional costs, for a not to exceed total of \$356,400.

RESOLUTION NO. 2024-02

A RESOLUTION APPROVING THE SELECTION OF NORTHEAST ELECTRIC, LLC FOR THE SCAPPOOSE AIRPORT EMERGENCY GENERATOR PROJECT

WHEREAS, in 2021 the Port was awarded a Critical Oregon Airport Relief (“COAR”) Grant from the Oregon Department of Aviation (“ODAV”) for \$135,000 with a required Port match of \$45,000 totaling \$180,000 to install an Emergency Standby Generator at Scappoose Airport. The emergency generator serves critical airport systems and fuel dispensing equipment; and

WHEREAS, Port staff and Century West (“the Port Airport Engineer of Record”) solicited an Invitation to Bid under ODAV rules and received four (4) bids; and

WHEREAS, Port staff and the Port Airport Engineer of Record thoroughly evaluated the bids and selected Northeast Electric LLC as the lowest cost, responsible bidder; and

WHEREAS, the bid received is \$324,000 above the originally awarded grant because the Port Airport Engineer of Record determined that two separate generators were needed, which increased the scope of work and cost of the project; Now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Port of Columbia County as follows:

The Board authorizes the Executive Director or his designee to execute a contract for the Emergency Generator Project with Northeast Electric LLC in the amount of \$324,000 with a 10% contingency for additional costs, for a not to exceed total of \$356,400.

PASSED AND ADOPTED this 10th day of January 2024, by the following vote:

AYES: _____ **NAYS:** _____
ABSTAIN: _____

Port of Columbia County

By: _____
President

Attested By:

Secretary

RESOLUTION NO. 2024-02



SCAPPOOSE AIRPORT EMERGENCY GENERATOR CONSTRUCTION SERVICES CONTRACT

THIS Agreement (“Agreement”) is entered into this 5th day, of December, 2023, by and between NE Electric LLC (“Contractor”), with an address of 1780 Down River Dr, Woodland, WA 98674 and the **PORT OF COLUMBIA COUNTY**, a municipal corporation and Port District of the State of Oregon, with an address of P.O. Box 190, Columbia City, Oregon 97018 (“the Port”).

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. **SERVICES:** The Contractor will commence and complete the construction of:

1. Installation of two emergency generator systems;
2. Install two automatic grid-sensing transfer switch systems;
3. Install primary and auxiliary fuel tanks;
4. Install two concrete generator pads;
5. Install electrical infrastructure to power airport electrical systems, including the airport lighting vault and fixed based operator (FBO)

(“Project”). See **Exhibit A** (Proposal from Contractor dated November 17, 2023), attached to and made a part of this Agreement, (collectively hereinafter referred to as the “Services”). This Agreement is for all Services proposed and purchased from Contractor, including labor, equipment, any necessary materials beyond those that may be provided by the Port, overhead, ancillary costs, profit, and any other aspect of performance contemplated in this Agreement.

2. **COMPENSATION AND PAYMENT:** See Exhibit A for reference. The total cost for the Services is agreed to be \$324,000, not to exceed \$356,400 for all upgrades, subject to additional costs or credits as jointly agreed upon by the Contractor and the Port, per Section 7. The Contractor agrees to perform all the Services described in the full Generator Invitation to Bid Contract Documents attached as **Exhibit B**. The Port retains the right to calculate and hold back retainage until such time as full performance of all project Services is confirmed by the Port.

3. **INDEPENDENT CONTRACTOR:** Contractor shall be fully independent and shall not act as an agent or employee of the Port. Contractor shall be solely responsible for its employees and subcontractors, and for their compensation, benefits, contributions, and taxes, if any. Contractor to comply with all applicable regulations of the Oregon Bureau of Labor and Industries (BOLI), as may be required by law and outlined in Exhibit B.

4. **INSURANCE:** Contractor shall carry Worker's Compensation Insurance as required by applicable law and Commercial General Liability and Automobile Liability Insurance for bodily injury and property damages. Contractor shall procure, and continuously maintain during the term of this Agreement, Commercial General Liability and Automobile Liability Insurance with combined single limits, or their equivalent, of not less than \$2,000,000.00 for each occurrence and a \$4,000,000.00 aggregate for bodily injury and/or property damage. It shall also include contractual liability coverage for the indemnity provided under this Agreement, shall name the Port as an Additional Insured under the liability provisions, and shall be in sufficient form to protect both Contractor and Port against claims of third persons for personal injury, death or property damage arising from the service performed by Contractor pursuant to this Agreement. Contractor is to provide proof of such insurance in the form of a Certificate or similar instrument within 30 days of contract execution or prior to Contractor entering the Property or doing any work on the Project, whichever occurs first. The Port requires and shall be entitled to any broader coverage and/or higher policy limits maintained by the Contractor. Any and all available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Contractor.

5. **PUBLIC WORKS CONTRACTS AND CONTRACT SPECIFICATIONS -- REQUIRED CONDITIONS:** Contractor understands and agrees or certifies that:

A. They are registered, and licensed and bonded as a specialty or general contractor in the State of Oregon and that such registration license and bond shall remain in full force and effect throughout the entire duration of this contract.

B. If 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, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public agency may pay such claim and charge the amount of the payment against funds due or to become due the contractor by reason of the contract, per ORS 279C.515.

C. No person will be employed for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed must be paid at least time and one-half the regular rate of pay for all time worked:

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

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

(3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540, and per ORS 279C.520 (1).

D. The contractor must give notice to employees who work on this contract in writing, 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, of the number of hours per day and days per week that the employees may be required to work, per ORS 279C.520 (2).

E. Contractor must promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees

of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of the contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service, per ORS 279C.530.

F. Contractor acknowledges they understand Prevailing Wage Laws and associated requirements. Projects over \$50,000 are to be paid prevailing wage rates per the prevailing wage provisions of ORS 279C.800-870 when applicable. Contractor to comply with all applicable regulations of the Oregon Bureau of Labor and Industries (BOLI), as may be required by law.

G. Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9), and require such a bond in every subcontract unless exempt under the same ORS provisions.

6. **CHANGES:** To be coordinated and negotiated by the Port and Contractor before commencement of any work identified as a result. The Contractor is to communicate the additional requirement(s) prior to commencement of any additional work and to provide an estimate of expected time and costs for the expected additional work. Upon receipt, and after review and agreement, the Port will issue a change order authorizing the additional work. Based on the change order, supplemental compensation may be authorized per Section 3. Likewise, should any work specified in **Exhibit A and B** be determined not to be necessary or desired in the course of the project, the initiating party will notify the other and a change order will be produced and signed. In that case, a credit to the Port may be authorized per Section 3.

7. **PORT RESPONSIBILITIES:** The Port agrees to: (i) provide Contractor all available material, data, and information pertaining to the Project or the Services; (ii) convey and discuss such material, data and information with Contractor; (iii) ensure cooperation of Port employees; and (iv) assist in a liaison capacity with any tenants currently leasing or renting any facilities, buildings or other structures that may be impacted by the Services.

8. **INDEMNIFICATION:**

A. Contractor agrees to indemnify, hold harmless, and defend the Port, including its Commissioners, officers, volunteers, agents and employees, (using legal counsel acceptable and approved by Port) for, from and against any and all costs, claims, actions, liabilities or expenses (including, without limitation, all costs, demands, charges, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees and causes of action), of whatsoever nature of character, including without limitation, claims, losses and expenses for property damage, bodily injury or death, which may be imposed upon or claimed against or incurred by the Port and which arise from any of the following, except and to the extent resulting from the Port's gross negligence or willful misconduct: (a) any act, omission or negligence of the Contractor or the Contractor's partners, officers, directors, agents, employees, invitees or Subcontractors; (b) any use, occupation, management or control of Port property by the Contractor or the Contractor's employees, agents, subcontractors, or suppliers, whether or not due to the Contractor's own act or omission and whether or not occurring on Port property; (c) any condition created on

Port property by the Contractor or the Contractor's employees, agents, Subcontractors, or suppliers, and any accident, injury or damage arising from the condition; (d) any breach, violation or nonperformance of any of the Contractor's obligations under this Contract; or (e) any damage caused by the Contractor or the Contractor's employees, agents, subcontractors, or suppliers on or to Port property.

B. Waiver of Subrogation. Each party waives any right of action that it and/or its insurance carrier(s) might have against the other party (or its commissioners, employees and agents) for any loss, cost, damage, or expense (collectively, "Loss") covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement. If any party's applicable insurance policies do not allow the insured to waive the insurer's rights of recovery prior to a Loss, such party shall cause such policies to be endorsed to allow the waivers of subrogation required by this Section.

9. SITE ACCESS: The Port shall provide unimpeded and timely access to any site necessary for the successful and timely completion of Services per this Agreement.

10. SAFETY: It is the responsibility of the Contractor to furnish safety devices and safeguards to its employees as well as any other workers under its direct supervision. Furthermore, the Contractor shall adopt and use safe practices, methods, operations and processes while performing the Services under this contract. The Contractor is liable for all fines, including fines and costs incurred by the Port due to labor and industry violations directly attributable to the Contractor.

11. SEVERABILITY: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of Contractor and the Port shall be construed as if this Agreement did not contain the particular term or provision held invalid.

12. GOVERNING LAW: This agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Oregon. Any litigation arising out of this agreement shall be brought in Columbia County, Oregon, with the substantially prevailing party entitled to its legal fees and costs including but not limited to those incurred in negotiation, mediation, arbitration, litigation and appeal.

13. FORCE MAJEURE: Neither party shall be liable for any delay or inability to perform caused by: act of God; extremely adverse weather conditions, strikes or labor troubles, hostilities, war or government action; act of terrorism; riot or civil commotion; fire or explosion; and/or any other similar or dissimilar circumstances which arises and is not within the direct control of a party.

14. COUNTERPARTS: This agreement may be executed in counterparts each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument. A facsimile or PDF electronically sent signature hereto shall be deemed equivalent to an original.

15. **TERMINATION FOR CONVENIENCE:** The Port, may, without cause and at any time, terminate this Agreement, in whole or in part, by written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to payment for work performed and demobilization. Contractor will not be entitled to any other costs, damages, or allowances for overhead or profit on work not performed or provided.

16. **LIENS:** The Contractor agrees that if any lien is filed or if a claim of any nature is asserted against the Port on account of any obligation of the Contractor, the Contractor shall, within five (5) days thereafter, at its own cost and expense, cause such lien or claim to be satisfied or discharged. The Contractor's failure to do so shall constitute a default hereunder.

17. **ATTORNEYS' FEES:** If any suit, action, or arbitration is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sums as a court may adjudge reasonable as attorneys' fees at trial, on appeal, or on any petition for review, and in any proceedings in bankruptcy or arbitration, in addition to all other sums provided by law.

18. **ENTIRE AGREEMENT:** This Agreement, with its Exhibits, constitutes the entire Agreement between Contractor and the Port for the Services as defined in section 1, above. All understandings and agreements between Contractor and Port and representations by either party concerning this Agreement are contained within this Agreement. No waiver, consent, modification, amendment or change in the terms of this Agreement shall bind either party unless in writing and signed by both parties. Any written waiver, consent, modification, amendment or change only in the specific instance and for the specific purpose given.

19. **CHOICE OF LAW:** This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Oregon with venue in Columbia County Circuit Court, St. Helens, Oregon.

IN WITNESS hereof, Contractor and the Port, having caused their respective duly authorized representatives to sign this Agreement, do hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions as of the Effective Date listed above.

CONTRACTOR

PORT OF COLUMBIA COUNTY

By: 

By: _____

Name: Barri Halberg

Name: Sean P. Clark

Title: Manager

Title: Executive Director

PROPOSAL

**PORT OF COLUMBIA COUNTY – SCAPPOOSE AIRPORT
EMERGENCY GENERATOR PROJECT**

TO: ***Amy Bynum, Deputy Executive Director***
Port of Columbia County
100 E Street
Columbia City, Oregon 97018

Contractor Northeast Electric, LLC

Contractor's State License No. NORTHEL957D4

Contractor's State Tax Reg. No. 602-482-576

Federal Tax ID No. 25-1912987

This Proposal is submitted as an offer by the undersigned, having examined the Contract Documents and considered all conditions to be encountered, to enter into an Agreement with Port of Columbia County ("Port") to furnish all labor, materials, and equipment, and to perform all work necessary to complete this project, in accordance with the Contract Documents, in consideration of the amounts stated in this Proposal.

BIDDERS DECLARATION:

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Port, and that the proposal is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that they have carefully examined the Contract Documents for the construction of the project, that they have personally inspected the site, that they have satisfied himself as to the quantities involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which documents are hereby made a part of this proposal.

The Bidder further declares that the provisions required pertaining to prevailing wage rates shall be included in his contract and will be complied with.

The Bidder further agrees that they have exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which they believe to be pertinent from the Engineer, Port and other sources in arriving at his conclusions.

CONTRACT EXECUTION:

The Bidder agrees that if this proposal is accepted, they will, within ten (10) days, not including Sundays, and legal holidays, after notice of award, sign the contract in the form annexed hereto, and will at that time, deliver to the Port the "Performance Bond" and the "Payment Bond," required herein, and will to the extent of his proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete the work in the manner, in the time, and according to the methods specified in the Contract Documents and required by the Engineer thereunder.

In the event that the Bidder shall fail to enter into a contract within such time, the bid security in the amount of *****10% OF TOTAL BID AMOUNT*****, deposited herewith, shall be retained by the Port and it is agreed that said sum is a fair measure of the amount of damage that the Port will sustain because of such failure to enter into a contract.

CONSTRUCTION TIME LIMITS:

The Bidder agrees to begin work within ten (10) calendar days after the date of the Port's written Notice to Proceed and to substantially complete the construction of all work within ninety (90) calendar days. Contract time will commence on the Notice to Proceed date.

In the event that certain items not required for substantial completion, as defined in the Supplementary Conditions herein, but required for final completion of the work as put forth in this Contract Document fail to arrive at the work site in time to be properly installed during normal working hours within the time allowed for substantial completion of the work, then an allowance of not more than thirty (30) calendar days following the receipt of the last item required will be given to the Contractor to effect the final completion of said work.

LIQUIDATED DAMAGES:

The Port shall be entitled to liquidated damages for failure of the Bidder to complete the work within the specified contract time.

- A. The Bidder further agrees to pay liquidated damages for failure to complete the work within the specified contract time and for expenses incurred by the Port for unscheduled employment of the Engineer during the contract time overrun.
- B. As compensation for non-use, the Contractor shall be assessed a liquidated damage of \$1,500.00 per calendar day for each day that the work remains uncompleted beyond the contract period. As compensation for expense incurred for unscheduled employment of the Engineer, the Contractor shall be assessed an additional liquidated damage equal to the expense incurred for each day that the work remains uncompleted beyond the contract period. The liquidated damage amounts shall also apply to phase or work areas that have limited or specific time constraints.
- C. The Bidder further agrees to pay liquidated damages according to the following hourly rates for the unscheduled employment of the Engineer necessitated by the Contractor:
 - 1. Working more than nine (9) hours per day, more than five (5) days per week and Saturdays (time and one-half), and holidays, and Sundays (double time).
 - 2. Furnishing materials or equipment not in conformance with Contract Documents necessitating redesign by the Engineer.

3. Working beyond the time of completion established in the Notice to Proceed with Construction.

	<u>Straight Time</u>	<u>Time and One-Half Mon.-Sat.</u>	<u>Double Time Sundays and Holidays</u>
Engineer	\$175.00/Hr.	\$175.00/Hr.	\$175.00/Hr.
Resident Project Rep.	\$120.00/Hr.	\$180.00/Hr.	\$240.00/Hr.
Out of Pocket Cost material, equipment, supplies, transportation, subsistence	At Cost+10%	At Cost+10%	At Cost+10%

- D. The Engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost savings to the Port. If, as a result of working more than nine hours per day, five days per week, the Contractor completes the project within the scheduled time, and if the overtime results in a reduced contract time and cost savings to the Port, no liquidated damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time. Liquidated damages will be assessed as stipulated for each day the work remains uncompleted beyond the scheduled contract time.

STATEMENT OF PROPOSED SUBCONTRACTORS:

The Bidder will list all proposed subcontractors by their proper corporate name and the portion of the work the subcontractor intends to perform in the spaces provided below

The Port reserves the right to reject any subcontractor that the Port deems unfit for the scope of the work proposed.

	Subcontractor	Work to be performed
1.	NONE	
2.		
3.		
4.		
5.		
6.		
7.		
8.		

9. _____
10. _____

UNIT PRICES:

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum price or unit price amounts. The Bidder agrees that the lump sum prices or unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

All blanks on the Proposal must be completed by clearly printing in ink or by typewriter. Changes may be made provided that the Bidder initials all changes.

All items in the proposal form shall be completed in full showing a unit or lump sum price or prices for each and every item. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.

The extensions in the column headed "EXTENDED TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

BASIS OF AWARD:

Bidders must bid all portions of the work. The bidder understands that the award shall be made to the lowest responsible and responsive bidder for the total of Schedule A and Schedule B. The Port reserves the right to withdraw any item(s) or Alternates from award consideration.

PROPOSAL						
Bid Item	Description	Price Unit	Qty	Unit Price or LS (Figures)	Unit Price or LS (Words)	Extended Total Cost (Figures)
Base Bid - Schedule A - FBO Building Generator Set						
1	Mobilization	1	LS	\$20,000.00	Twenty Thousand, zero dollars, & zero cents	\$20,000.00
2	Work Zone Protection and Traffic Control	1	LS	\$3,000.00	Three Thousand, Zero Dollars & Zero Cents	\$3,000.00
3	100 KW Generator, Furnish and Install	1	EA	\$55,000.00	Fifty five Thousand, Zero Dollars & Zero Cents	\$55,000.00
4	UL-142 Tank, 1500 Gal, Furnish and Install	1	EA	\$33,000.00	Thirty Three Thousand, Zero Dollars & Zero Cents	\$33,000.00
5	Automatic Transfer Switch and Controls, Furnish and Install	1	LS	\$12,000.00	Twelve Thousand, Zero Dollars & Zero Cents	\$12,000.00
6	Construct Concrete Pad and Bollards	1	LS	\$31,000.00	Thirty one Thousand, Zero Dollars & Zero Cents	\$31,000.00
7	Conduit and Wire, Furnish and Install	1	LS	\$52,000.00	Fifty Two Thousand, Zero Dollars & Zero Cents	\$52,000.00
TOTAL SCHEDULE A					Two Hundred and Six thousand, Zero Dollars & Zero Cents	\$206,000.00
Base Bid - Schedule B - ALV Building Generator Set						
1	Mobilization	1	LS	\$11,000.00	Eleven Thousand, Zero Dollars & Zero Cents	\$11,000.00
2	Work Zone Protection and Traffic Control	1	LS	\$3,000.00	Three Thousand, Zero Dollars & Zero Cents	\$3,000.00
3	25 KW Generator, Furnish and Install	1	EA	\$36,000.00	Thirty six Thousand, Zero Dollars & Zero Cents	\$36,000.00
4	UL-142 Tank, 363 Gal, Furnish and Install	1	EA	\$15,000.00	Fifteen Thousand, Zero Dollars & Zero Cents	\$15,000.00
5	Automatic Transfer Switch and Controls, Furnish and Install	1	LS	\$11,000.00	Eleven Thousand, Zero Dollars & Zero Cents	\$11,000.00
6	Construct Concrete Pad and Bollards	1	LS	\$18,000.00	Eighteen Thousand, Zero Dollars & Zero Cents	\$18,000.00
7	Conduit and Wire, Furnish and Install	1	LS	\$24,000.00	Twenty Four Thousand, Zero Dollars & Zero Cents	\$24,000.00
TOTAL SCHEDULE B					One Hundred and Eighteen Thousand, Zero Dollars & Zero Cents	\$118,000.00
TOTAL PROJECT COST SCHEDULE A+B (BASIS OF AWARD)					Three Hundred and Twenty Four Thousand, Zero Dollars, & Zero Cents	\$324,000.00

BID BOND:

Accompanying this Proposal is a certified check, cashier's check or bid bond payable to the Port of Columbia County, in the sum of Ten Percent of Total Bid Dollars (\$ *****10%*****), said amount being equal to ten percent (10%) of the Total Bid Amount, based on the foregoing prices. If this proposal shall be accepted by the Port of Columbia County and the undersigned shall fail to execute a satisfactory Public Improvement Contract, performance bond, and payment bond within seven (7) days from the date of the Notice of Award, then the Port may, at its option, determine that the undersigned has abandoned the Contract and thereupon this proposal shall be null and void, and the above check or bond accompanying this proposal shall be forfeited to and become the property of the Port.

PUBLIC WORKS BOND:

For projects over \$100,000, before starting work on a contract or subcontract for a public works project, a contractor or subcontractor shall file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of \$30,000. The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. (ORS 279C.836).

PREVAILING WAGE STATEMENT:

The undersigned bidder declares by the signing of this Proposal that the provisions required by ORS 279C.840 pertaining to prevailing wage rates are included in this Proposal, and that the bidder will comply with said requirements throughout the duration of the contract.

NON-DISCRIMINATION STATEMENT:

By signing and submitting this Proposal to the Port, the Bidder certifies that, per OAR 137-046-0210, it has not discriminated against any minority, women, or emerging small business enterprises in obtaining any subcontracts.

ADDENDA:

By signing and submitting this Proposal to the Port, bidder represents that it has examined and carefully studied the Contract Documents, and other data identified in the Contract Documents, and the following Addenda, receipt of which is hereby acknowledged:

<i>ADDENDUM NO.</i>	<i>ADDENDUM DATE</i>
No. 1	11/10/2023

SIGNATURE OF BIDDER:

Name of Bidder: Northeast Electric, LLC

Signature of Authorized Agent: 

(Date) 11/16/2023

Title: Manager

(SEAL)

Business Address: 1780 Down River Drive, Woodland WA 98674

Phone #: 360-225-7004

Construction Contractors Board Registration No 172742

Workers Comp. Insurance Company: Liberty Mutual

Workers Comp. Policy/Binder Number: 090-536-00

**PORT OF COLUMBIA COUNTY
SCAPPOSE AIRPORT
EMERGENCY GENERATOR PROJECT**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

For projects with a contract value of more than \$100,000, this form must be submitted at the located 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" "Dollar Value" and "Category of Work" of each subcontractor that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
- (B) Will have a contract value that is equal to or greater than five percent (5%) of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

Enter "NONE" if there are no subcontractors that need to be disclosed (if needed attach additional sheets).

SUBCONTRACTOR NAME & ADDRESS & PHONE NUMBER	DOLLAR VALUE	CATEGORY OF WORK
NONE	(\$)	
	(\$)	
	(\$)	
	(\$)	
	(\$)	
	(\$)	
	(\$)	

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Form submitted by (Bidder name): Northeast Electric, LLC

Contact Name: Barri Halberg Phone #: 360-225-7004

NOTE: Faxed or email copies of this form will not be accepted.